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

भारत का राजपत्र
The Gazette of India

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WEEKLY

सं. 19] नई दिल्ली, मई 17—मई 23, 2026, शनिवार/वैशाख 27—ज्येष्ठ 2, 1948
No. 19] NEW DELHI, MAY 17—MAY 23, 2026, SATURDAY/VAISAKHA 27—JYAISHTHA 2, 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)

विदेश मन्त्रालय

(सी.पी.वी. प्रभाग)

नई दिल्ली, 13 मई, 2026

का.आ. 899.—राजनयिक और कोंसुलीय अधिकारी (शपथ एवं फीस)के अधिनियम, 1948 की धारा 2 के खंड (क) के अनुसरण में वैधानिक आदेश ।

एतद्द्वारा,केंद्र सरकार भारत के प्रधान कोंसलावास दुबई मैं सुश्री सपना वर्मा, सहायक अनुभाग अधिकारी को दिनांक मई 13,2026 से सहायक कोंसुलर अधिकारी के तौर पर कोंसुलर सेवाओं के निर्वहन के लिए प्राधिकृत करती है।

[फा. सं. टी. 4330/01/2026(08)]

तरुण कुमार, अवर सचिव (सीपीवी-II)

MINISTRY OF EXTERNAL AFFAIRS

(CPV Division)

New Delhi, the 13th May, 2026

S.O. 899.—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. Sapna Verma, Assistant Section Officer as Assistant Consular Officer in the Consulate General of India, Dubai, to perform the consular services as Assistant Consular Officer with effect from May 13, 2026.

[F. No. T. 4330/01/2026(08)]

TARUN KUMAR, Under Secy. (CPV-II)

सहकारिता मंत्रालय

नई दिल्ली, 12 मई, 2026

का.आ. 900.—केंद्रीय सरकार, राजभाषा (संघ के शासकीय प्रयोजनों के लिए प्रयोग) नियम, 1976 के नियम 10 के उपनियम (4) के अनुसरण में सहकारिता मंत्रालय के अधीन राष्ट्रीय सहकारी विकास निगम के निम्नलिखित अधीनस्थ कार्यालय में 80% से अधिक कर्मचारीवृंद को हिंदी का कार्यसाधक ज्ञान हो जाने के फलस्वरूप एतद्वारा अधिसूचित करती है:

सहकारी विकास निगम, क्षेत्रीय निदेशालय

विजयवाड़ा, आंध्र प्रदेश

[फा. सं. ई-14018/1/2024- सहकारिता मंत्रालय/293]

अफसर अहमद, निदेशक

MINISTRY OF COOPERATION

New Delhi, the 12th May, 2026

S.O. 900.—In pursuance of sub-rule (4) of Rule 10 of the Official Languages (Use for Official Purpose of the Union) Rules, 1976; the Central Government hereby notifies the under mentioned subordinate office of National Cooperative Development Corporation under the Ministry of Cooperation wherein more than 80% of the staff have acquired the working knowledge of Hindi:

Cooperative Development Corporation, Regional Directorate

Vijaywada, Andhra Pradesh

[F. No. . E-14018/1/2024-MoC/293]

AFSAR AHMED, Director

श्रम एवं रोजगार मंत्रालय

नई दिल्ली, 8 मई, 2026

का.आ. 901.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार आईसीआईसीआई बैंक लिमिटेड के प्रबंधतत्र, संबद्ध नियोजकों और उनके कर्मकारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय **लखनऊ** के पंचाट (09/2019) प्रकाशित करती है।

[सं. एल –12012/92/2013-आई आर (बी- I)]

सलोनी, उप निदेशक

MINISTRY OF LABOUR AND EMPLOYMENT

New Delhi, the 8th May, 2026

S.O. 901.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref.09/2019*)* of the *Cent.Govt.Indus.Tribunal-cum-Labour Court Lucknow* as shown in the Annexure, in the industrial dispute between the management of ICICI Bank Ltd and their workmen.

[No. L-12012/92/2013-IR (B-I)]

SALONI, Dy. Director

ANNEXURE

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

I.D. No. 09/2019

Ref No.L-12012/92/2013-IR(B-I) Dated: 10.01.2019

Sri Aruna Pathak S/o Sri Paras Nath Pathak

N4*18,A-2, Hanuman Dham, Kauaundi,

P.O. BHU, Varansi (U.P.)- 221005. **……Claimant**

Versus

1- The Executive Director & Head Human

Resource Dept., ICICI Bank Ltd.

Office of the Executive Director & Head HRD,

ICICI Bank Ltd, ICICI Bank Towers,

BandraKurla Complex, Mumbai: 400 051

2- Zonal Head, Retail Business Group, ICICI Bank Ltd.

Regional Office, 3rd Floor, Shalimar Towers,

31/54, M.G. Marg, Hazaratganj, Lucknow 226001

3- Regional Head, Retail Business Group, ICICI Bank Ltd.

D 48/141 A, Ishwar Towers, Luxa Road, Gadowlia,

Varanasi 221001

…….Respondents

AWARD

On 25.10.2013, appropriate government, referred following dispute, in exercise of the powers conferred by clause (d) of sub-section (1) and sub- section (2A) of Section 10 of the Industrial Disputes Act, 1947 (14 of 1947) the Central Government hereby refers the said dispute for adjudication to the Cent. Govt. Indus.Tribunal-cum-Labour Court, KANPUR(U.P.). The said Tribunal shall give its award within a period of three months, the schedule is amended as under:

> *"Whether Sh. Aruna Pathak can be said to be a workman as per Section 2(S) of ID Act, 1947, if so, the termination order issued by the management of ICICI Bank Ltd. without conducting enquiry is legal and justified, if not to what relief Sh. Aruna Pathak is entitled for?"*

On 07.02.2014, the said reference dated 25.10.2013, was modified, reads as under:-

> *"Whether Sh. Aruna Pathak can be said to be a workman as per Section 2(S) of ID Act, 1947, if so, the termination order w.e.f. 21.07.2012 issued by the management of ICICI Bank Ltd. without conducting enquiry is legal and justified, if not to what relief Sh. Aruna Pathak is entitled for?"*

CASE OF WORKMAN/CLAIMANT

In response to the above said facts the applicant/Shri Aruna pathak filed his claim statement on 23.04.2014, before the Cent. Govt. Indus.Tribunal-cum-Labour Court, KANPUR(U.P.), facts in brief as stated therein are that:

He was initially appointed in the Bank of Madura on 20.10.1999, as officer in Junior Manager grade, joined in the said capacity subsequently the said bank was merged with the ICICI Bank, so his services was transferred as Assistant Manager-II in the ICICI Bank, although the nomenclature was given to him in that regard but the work which was taken from him was of cashier.

On 21.07.2012, he was served with the termination letter dated 18.07.2012, without issuing any charge sheet and without holding any department inquiry, on the ground of loss of confidence.

In view of the said factual background the relief as claimed by claimant/Aruna Pathak, is as under:-

1. The Applicant/Workman begs to request the Honourable Court to very kindly pass the order.

   ➢ to reinstate the Applicant in the Bank with full back wage for the period of unemployment with all consequential benefits with interest, without any break of services, and on such a structure of wage so that RBI's intentions are made to follow by the ICICI Bank Ltd. retrospectively so that the applicant/workman at no point of time gets paid less than what it would have been receiving in the Bank of Madura ltd, and allow the arrears to be paid accordingly with interest.

   ➢ The same pattern should be ordered to be followed by the Bank prospectively too, that is, basic pay of the Applicant/ Workman should keep on increasing every year and DA too should be paid as announced and revised from time to time keeping pace with the decisions of Government of India.

2. Pending the final settlement with the bank, anadhoc payment of Rs.20,000=00 per month may kindly be granted by the Hon'ble Court for maintaining the family of the Applicant/ Workman and carrying out routine works.

3. In addition to all the requests made above any other remedy which the Hon'ble court may think fit may also be kindly granted.

CASE OF RESPONDENT

On behalf of respondent/ICICI Bank written statement, filed on 12.02.2015, facts as stated in brief are that:-

a) applicant was appointed as an Officer in Junior Management Grade Scale-l vide Appointment Order dated October 20, 1999 and was initially designated and posted as Deputy Manager at Nehru Place Branch of Bank of Madura. The fact that he was appointed as an officer in Junior Management Grade Scale-l is itself admitted in the para under reply and also the same was admitted by the applicant himself in his aforesaid application before "Assistant Labour Commissioner (Central) & Conciliation Officer, Allahabad" too. A photo-state copy of the application dated 07.02.2013 is being filed herewith and marked as Annexure No.1 to this reply.

b) As per his own statement it is crystal clear that he was appointed in the Officer Grade in the Transferor Bank itself as such the same is not disputed. It is further submitted that post merger, based on the performance of the applicant, he was absorbed in the Assistant Manager Band II, in the contesting/replying I.C.I.C.I. Bank Ltd, which is one grade higher to what he was fitted at the time of merger of Bank of Madura. In view of the above it is humbly submitted that the provisions of Industrial Disputes Act in regard to present matter is not at all applicable and the dispute brought before this Hon'ble Tribunal does not falls within the ambit of Industrial Disputes Act. It is further stated that the status of the applicant is not of workman as defined in Section 2(s) of the Industrial Disputes Act. It is submitted that a glance of the terms and conditions of the appointment letter of the applicant clear establishes that the applicant is not a workman; as such he is not entitled to claim the benefit of Industrial Disputes Act and the present claim is liable to be dismissed at threshold. For detailed reply additional pleas may kindly be perused.

c) Applicant was appointed as Miss a Deputy Manager (an officer in Junior Management Grade Scale- I with the Bank of Madura, the transferor Bank) to which he never objected right since his appointment on 20/10/1999, to be a job of clerical nature nowhere; either before the Hon'ble Tribunal or before ALC, Allahabad.

d) It is highly unbelievable that the applicant who holds the degree of M.Sc. in Chemistry and B.A. LL.B. (Hons.), will be assigned to and accept the job of clerical nature, that too without any objection and would remain inert for such a long period. It is further submitted that, no person holding such a high qualification would do the same and in the case at bar also it is not the case. Besides that, the applicant at the time of separation from his services, was functioning and discharging the duties as an Assistant Manager, Band II, in the branch having a strength of 15 employees in total and was next in command after the Branch Manager and Deputy Branch Manager i.e. at stratum 3 from the top, as such he was the senior most after the Branch Manager and Deputy Branch Manager in terms of Grade and work assigned.

e) And the hierarchy of the Bank runs as (i)Junior Officer (ii) Officer (iii) Senior Officer (iv)Assistant Manager Band-I (v)Assistant Manager Band-II etc. Thus, the applicant was holding 5th position from the bottom and, as such, was holding a very senior position. Therefore, he cannot claim himself nor be considered to be a workman.

f) That in a similar situation the Ministry of Labour, GOI, New Delhi, while dealing with a case of FOC concluded that the Senior Officer (who is two rank below to present applicant) in the respondent Bank is a supervisor and is holding Managerial position and hence, denied referring the matter for Arbitration. A copy of the letter dated October 12. 2012 in matter of Mr. Ashok Sharma is annexed herewith as Annexure No.2. for ready reference.

g) That a total of 12 employees below him were working at the Branch, having business of 4-5 Crore per working day and transactions of Rs.75-100 Lac approximately a day were controlled and done under the authority of applicant.

h) Applicant at the time of separation was performing his duties as Customer Service Officer/Deputy Branch Manager/Cheque Shoppe in-charge and was performing administrative, manager and supervisory role in performing the below mentioned function which involved taking decisions in various capacity, which he was performing on day to day basis. He was:

a) Responsible for sensitive and important work of managing cash department.

b) One of the joint custodian and was keeping cash keys

c) Person responsible for opening and closing the cash and valuables.

d) Authorized on behalf of Bank to accept the case deposit of unlimited amount and crediting the same in the customer account.

e) Authorized to pass Cheques after verification

f) Responsible for effective customer services.

g) Responsible for sale through value bankers

h) Handling and checking the processes of branch

i) Responsible for co-ordination with other verticals for routine activities.

j) Responsible for entire clearing activity of Varanasi location in which he was passing inward Cheque, transfer Cheques and also processing outward Cheques and dividend warrant.

Applicant was employed in supervisory capacity drawing wages in excess of Rs.10,000/- per month and by virtue of being a Manager, was discharging managerial, supervisory and administrative functions from the date of his joining the Bank. It is further submitted that the applicant was governed by the terms and conditions applicable to Manager employees of the answering opposite parties and, as such, is not a workman.

Applicant by virtue of his position as Asst. Manager Band II was drawing monthly salary of Rs.29,765/- and was carrying out managerial, supervisory and administrative function and was drawing salary in excess of Rs. 10,000 per month. A photo-stat copy of his salary slip for June, 2012 is annexed herewith as Annexure No. 3 to this reply.

That in his entire service period right from appointment till separation the applicant never raised his voice nor complained that he had been assigned the job of clerical nature while he was designated as Assistant Manager Grade-Il with the opposite party or even with the initial/previous employer namely Bank of Madura.

The conduct of complainant shows that he was satisfactorily appointed, designated and worked only as Assistant Manager Grade-ll and was performing Managerial and Supervisory functions and, as such, there is/was no need or occasion to assign him job of clerical nature. After the amalgamation, the complainant was appointed worked as Assistant Manager Band-II with the answering opposite party. The complainant (having Basic pay of 13,090/-) has been drawing a handsome salary of Rs 29,765/- p.m. to which a clerk is never entitled. The answering opposite party was/is under no scarcity of clerks. The complainant set up this false story for the first time before this Forum just to gain sympathy, advantage and get illegal and wrongful benefit of the Acts in favour of workmen, so the complainant was never held to be workman under the Industrial Dispute Act by ALC(C), Allahabad on 9/7/2013, so the present claim filed by claimant/workman liable to be dismissed.

Accordingly, on behalf of respondent it has been pleaded in the written statement that as the Ministry of Labour, Government of India vide its letter dated 25/10/2013, ordered the matter to be referred to this Tribunal for its finding on the point whether the applicant can be held to be a workman under the Act, so as to adjudicate the matter precisely, which is the decisive factor of the dispute.

Before the Central Govt. Industrial Tribunal, Kanpur, on behalf of the management, document was filed by the parties, in support of their case on 02.11.2016, Sh Aruna Pathak/claimant filed his evidence on affidavit.

Thereafter on 10.01.2019, the Appropriate Government transferred the matter by reference dated 10.01.2019, from Industrial Tribunal at Kanpur to Industrial Tribunal at Lucknow, relevant portion quoted herein below:-

NOW THEREFORE, in exercise of the powers conferred by Section 7A read with sub Section (1) of Section 33 B of the Industrial Dispute Act 1947(14 of 1947), the Central Government hereby withdraw the proceeding in relation to the said disputes Pending before the Central Govt. Industrial Tribunal, Kanpur and transfer the same to the Central Govt. Industrial Tribunal, Lucknow with the direction that the said Tribunal shall proceed with the proceeding from the stage at which t is transferred to it and dispose of the same according to the law expeditiously, in light of Hon'ble High Court order dated 06.07.2018.

In exercise of the powers conferred by clause (d) of sub-section (1) and sub-section (2A) of Section 10 of the Industrial Disputes Act, 1947 (14 of 1947) the Central Government hereby refers the said dispute for adjudication to the Cent. Govt. Indus. Tribunal- cum-Labour Court, Lucknow. The said Tribunal shall give its award within a period of three months, the schedule amended as under:

> *"Whether Sh. Aruna Pathak can be said to be a workman as per Section 2(S) of ID Act, 1947, if so, the termination order w.e.f. 21.07.2012 issued by the management of ICICI Bank Ltd. without conducting enquiry is legal and justified, if not to what relief Sh. Aruna Pathak is entitled for?""*

Accordingly the said matter transferred to this Tribunal at Lucknow, registered as ID No.09.2019.

On 19.12.2019, respondent cross examined Sh Aruna Pathak on evidence on affidavit (examination in chief).

On 01.02.2020, on behalf of respondent, their evidence on affidavit, of Shri Amit Kumar Singh, Legal Manager, ICICI Bank, has been filed and he was cross examined by the claimant on 28.10.2020.

Thereafter on behalf of parties, application/objection have been filed on the plea that whether the claimant/Sh Aruna Pathak falls within the definition of workman or not?

Thus reference dated 25.10.2013, subsequently modified on 07.02.2014, by the appropriate government the first point/Preliminary objection to be decided is that ***Whether Sh Aruna Pathak can said to be a workman as per Section 2(s) of the Industrial Dispute Act 1947, or not?***

I have heard the workman in person and learned counsel for respondent Smt Suchita Singh, and perused the record, i.e. documents/objection on affidavit, filed in support of their case.

Further in view of the judgment passed by the Hon'ble Supreme Court in the case of ***Lenin Kumar Ray vs. M/s Express publications (Madurai) Ltd, 2024 (183) FLR 777***, claimant has to proof and established that he falls within the definition of workman as given u/s 2(s) of the ID Act, first.

SUBMISSION ON BEHALF OF WORKMAN THAT HE FALLS WITHIN THE DISPUTE OF WORKMAN AS GIVEN U/S 2(S) OF THE INDUSTRIAL DISPUTE ACT.

Shri Aruna Pathak/claimant on the point in issue submits that initially he was appointed as Junior Manager Grade in the Bank of Madura by order dated 20.10.1999, and started working in the said capacity, after merger of Bank of Madura with the ICICI Bank, his services was transferred as Assistant Manager-II in the ICICI Bank, although the nomenclature was given to him in that regard but the work and duties which were taken from him was of the clerical nature/cashier in the ICICI Bank, till the date of his termination of services and the same was not in any manner supervisory in nature, so he is a workman as per Section 2(s) of the Industrial Dispute Act, 1947.

In order to support his plea on the point in issue Shri Aruna Pathak/Claimant has relied on the document, filed by him as annexure no.12(My Role as a Cashier), relevant portion quoted herein below:-

My Role as a Cashier

I was:

-calling the token,

-greeting the person coming to the counter,

-asking him 'What can I do for you' or its vernacular translation.

-receiving & counting the cash, or processing the payment request and paying cash.

-Noting/tick marking the denominations

-checking the cheque for its date, order bearer, endorsement, crossing, word figure mismatch, signature, and in case of doubt, originality of paper of the cheque.

-Checking the high-amount cheques under ultraviolet.

-Calling the party for high amount confirmation and recording it.

-Processing it - entering, posting & getting it verified; or entering and getting posted

-Stamping the vouchers - deposit slip/cheque,

-Ensuring that the customer leaves delighted and before that

-thanking him for banking with ICICI BANK & wishing him Goodluck.

Such a routine was repeated about 200 times daily.

Even under such tight conditions, I had to count all the 500 and 1000 denomination notes by hand because the note-counting machines at that time could not sort out the fake notes like that nowadays.

Shri Aruna Pathak/Claimant further relied on his cross examination by the respondent on 19.12.2019, on the basis of the evidence filed by him on affidavit/examination in chief, relevant portion quoted herein below:-

बैंक ऑफ़ मदुरा में मैं Customer Grievance deal करता था।

मैंने supervision के लिए staff नहीं था सारा supervision Manager का था। Constance Cruize & Madder उन्होंने concerned employees के माध्यम से किया मैं खुद यह काम करता था मैं direction भी देता था और मिलजुल कर भी करते थे।

खुद कहा directions में Manager द्वारा मुझे direct करने पर ही देता था।

Further in support of his said plea in question he has placed reliance in the case of ***SK Maini vs. M/s Carona Sahu Co.Ltd, (1994) 3 SCC 510***, and also on the judgment passed by the Hon'ble Supreme Court in the case of ***Burmah Shell Oil Storage vs. Burmah Shell Management Staff, 1971 SCR (2) 758,*** wherein it has been held as under:-

"The case of District Sales Representative is clearly that of a person who cannot fall within any of the four classes, because his work cannot be held to be either manual, clerical, technical or supervisory. The work of canvassing and promoting sales cannot be included in any of these four classifications. He is, therefore, not a workman at all within the principal part of the definition, and the decision of the Tribunal is correct."

Accordingly it is submitted by Sh Aruna Pathak/Claimant, that he falls within the definition of workman as given u/s 2(s) of the ID Act.

SUBMISSION ON BEHALF OF BANK THAT CLAIMANT IS DOES NOT FALLS WITHIN THE DEFINITION OF WORKMAN AS PER SECTION 2(S) OF THE INDUSTRIAL DISPUTE ACT.

Smt Suchita singh learned counsel for respondent/Bank, on the basis of the facts as stated in written statement and on the basis of the evidence on affidavit (examination in chief) specially paragraphs 7, 8, 9,10,11, quoted herein below:-

7. That admittedly Mr Aruna Pathak is not a workman under Section 2(S) of the Industrial Disputes Act, 1947, in view of the fact that at the time of separation of his services from the Bank, he was drawing monthly salary of Rs 29,765/- (with a basic pay of Rs 13,090/-) and was performing Managerial and Supervisory function in the ICICI Bank Ltd as an Assistant Manager-II, at Varanasi, Godawalia branch.

8. That the applicant Aruna Pathak being in the grade of Assistant Manager, Band II, in the branch having a strength of 15 employees in total, was next in command after the Branch Manager and Deputy Branch Manager i.e. at stratum 3 from the top, as such he was the senior most after the Branch Manager and Deputy Branch Manager in terms ms of Grade and work assigned. It is submitted that, the hierarchy of the Bank runs as (i)Junior Officer (ii)Officer (iii)Senior Officer (iv)Assistant Manager Band-I (v)Assistant Manager Band-II etc. Thus, the applicant was holding 5th position from the bottom and, as such, was holding a very senior position. Therefore, he cannot claim himself nor be considered to be a workman.

9. The Government of India vide its order dated October 12, 2012 has concluded that the Senior Officer in the respondent Bank is that of Managerial and supervisory position and hence not a workmen. The order copy is attached. It is thus clear that Mr Aruna Pathak having positioned in two grade higher than that of the Senior Officer in the hierarchy in the bank cannot be termed as being a Workmen in any reasoning- Rather it reconfirmed him being a Managerial and Supervisory capacity and therefore the current proceedings is ipso facto wrong and incorrect. Photostat copy of the order dated October 12, 2012 in matter of Mr Ashok Sharma is enclosed herewith as Annexure 3 to the affidavit in evidence on behalf of Management ICICI Bank Ltd.

10. That it is submitted that a total of 12 employees below him were working at the Branch, having business of 4-5 Crore per working day and transactions of Rs.75-100 Lac approximately a day were controlled and done under the authority of applicant and he was performing administrative, manager and supervisory role in performing the below mentioned function which involved taking decisions in various capacity, which he was performing on day to day basis and was responsible for a) sensitive and important work of managing cash department. b) one of the joint eustodian and was keeping cash keys c) person responsible for opening and closing the cash and valuables. d) authorised on behalf of Bank to accept the cash deposit of unlimited amount and crediting the same in the customer account. e) authorised to pass Cheques after verification. f) responsible for effective customer services. g) responsible for sale through value bankers handling and checking the processes of Branch i) responsible for co-ordination with other verticals for related activities. j) responsible for entire clearing activity of Varanasi location in which he was passing inward Cheque, transfer Cheques and also processing outward Cheques and dividend warrant etc.

11.That the dominant nature of work and duties performed by the applicant as aforesaid, cannot be regarded as stereotypical, without an element of initiative and creativeness rather the same involved high level of customer service, ensuring processes and mechanisms of the Bank are duly complied with relation to banking transactions, contributing to the business of the Bank etc. It is submitted that an employee engaged in and performing the aforesaid duties and responsibilities, cannot be said to be performing clerical job, rather the same shows that applicant was performing administrative, manager and supervisory role in performing the aforesaid duties and responsibilities.

And on the cross examination of the person who's evidence in the shape of affidavit on evidence/examination in chief (Shri Amit Kumar) by the workman on 28.10.2020, relevant portion quoted herein below:-

Workman जिस branch में कार्यरत थे, उसमें कुल 15 कर्मचारी (अधिकारी) उस समय थे, Workman के अलावा Manager और Dy. Manager इन दोनों को छोड़कर बाकी सभी कर्मचारियों का काम Workman supervise करते थे।

Applicant, branch में cash management, joint custodian of cash, vault से cash valuables निकालने और जमा करने तथा उसे close करने, entire Varanasi region को check/clearance, banking products की sale through value bankers तथा intra-departmental liasioning एवं अन्य कार्य जो उन्हें दिये जाने के लिये responsible थे।

हमारे बैंक में सबसे नीचे का पद junior office होता है और Asst Manager Gr-D नीचे से पाँचवें स्तर का पद है जिसपर श्रमिक होने हमारे बैंक में कोई trade union नहीं है।

And on the basis of additional evidence filed by the Bank dated 13.04.2023, relevant portion of the same quoted herein below:-

7. That instead of discharging the burden of proof as aforesaid, the Applicant Aruna Pathak has admitted before the Hon'ble Tribunal in his cross-examination dated 19.12.2019 and vide Annexure-l to the Claim Statement that he was appointed as Dy. Manager in Junior Management Grade- Scale- I, which itself establishes that the Applicant since inception was in managerial and supervisory cadre discharge functions/duties in that capacity and it is not a case wherein he was promoted from clerical position. Even otherwise, the Applicant has not established Not any instances/gave any proof of any kind whatsoever to establish his alleged status of "Workman".

8. That in the banks with special reference to the erstwhile Bank of Madura Ltd (eBoM) where the Applicant was initially employed before the eBoM got merged with the Respondent Bank, the hierarchy of employees starts from (a) Sweeper, (b) Peon (sub staff), (c)clerks, (d) Special Assistant - all are known as AWRAD STAFF- and are Workmen. The managerial category of employees starts from (i) Officer- JMG G/S 1 or Asstt. Manager, (ii) Middle Management G/S2 or Deputy Manager, (iii) Middle Management G/S III etc. The Applicant therefore joined in the banks service in the supervisory and managerial cadre and his plea of being in the Workmen category is not only factually incorrect but also blatant misrepresentation of facts before this Hon'ble Court.

Smt Suchita Singh learned counsel for respondent, in order to support the stand taken by the Bank that the claimant/workman/Shri Aruna Pathak, does not falls within the definition of workman as given u/s 2(s) of the Industrial Dispute Act, placed reliance in the case of ***Management of Sonepat coorperative Sugar Mills Ltd. vs. Ajit Singh, AIR 2005 SC 1050***, relevant portion quoted herein below:-

15. A bare perusal of the aforementioned provision clearly indicates that a person would come within the purview of the said definition if he (i) is employed in any industry; and (ii) performs any manual, unskilled, skilled, technical, operational, clerical or supervisory work.

16. Thus, a person who performs one or the other jobs mentioned in the aforementioned provisions only only would come within the purview of definition of workman. The job of a clerk ordinarily implies stereotype work without power of control or dignity or initiative or creativeness. The question as to whether the employee has been performing a clerical work or not is required to be determined upon arriving at a finding as regard the dominant nature thereof. With a view to give effect to the expression to do "any manual, unskilled, skilled, technical, operational, clerical or supervisory work", the job of the concerned employee must fall within one or the other category thereof. It would, therefore, not be correct to contend that merely because the employee had not been performing any managerial or supervisory duties, ipso facto he would be a workman.

In the case of ***Standard Chartered Bank vs. Vandana & Anr, 2010 (124) FLR 960,*** relevant portion quoted herein below:-

11. The question as to what constitutes work of a clerical nature has been dealt with in the judgment of the Supreme Court in the Management of Sonepat Cooperative Sugar Mills Ltd. v. Ajit Singh 2005 II CLR 66 Mr. Justice S.B. Sinha speaking for a Bench of two Learned Judges of the Supreme Court held thus:

A person who performs one or the other jobs mentioned in the aforementioned provisions only would come within the purview of definition of workman. The job of a clerk ordinarily implies stereotype work without power of control or dignity or initiative or creativeness. The question as to whether the employee has been performing a clerical work or not is required to be determined upon arriving at a finding as regard the dominant nature thereof. With a view to give effect to the expression to do "any manual, unskilled, skilled, technical, operational, clerical or supervisory work", the job of the concerned employee must fall within one or the other category thereof. It would, therefore, not be correct to contend that merely because the employee had not been performing any managerial or supervisory duties, ipso facto he would be a workman.

12. In the present case, the work that was being rendered by the First Respondent and for which she was employed as a Personal Financial Consultant cannot be regarded as work of a clerical nature. The Court must have regard to the dominant nature of the work or duties assigned. The dominant nature of work or duties for which the First Respondent was engaged cannot be regarded as stereotypical, without an element of initiative or creativeness, which is the test which is elucidated in the judgment in Sonepat Cooperative Sugal Mills Ltd. (supra). On the contrary the work which was assigned to the First Respondent clearly shows that she was intrinsically associated with the provision of a high level of customer service to the customers of the bank. At one level the First Respondent constituted a public interface for the bank with its customers while at another level the First Respondent had to ensure that all the processes and mechanisms of the bank were duly complied with in relation to banking transactions. During her evidence the First Respondent in fact admitted in terms that the job description included work that would contribute to the business of the bank. The First Respondent admitted that a term deposit database was provided to her and the purpose of giving such a database was basically for generating and securing new business opportunities. While doing such work the First Respondent undoubtedly had to do incidental work including dealing with net banking requests, requests for closure of accounts or change of name and the management of the information system and data entry. What the Court must have due regard to, however, is the overall nature of the duties and responsibilities that are attached to the job. The duties and responsibilities that were attached to the job of the First Respondent were not of a clerical nature. As an employee engaged in contributing to the business of the bank the First Respondent was recruited to perform duties which cannot be regarded of a clerical nature.

14. During the course of her submissions, the First Respondent sought to place reliance on the cross examination of the two witnesses who deposed on behalf of the bank. MW 1, during the course of her cross examination admitted that the First Respondent did not sanction leave and that she was not aware as to whether the First Respondent could initiate proceedings against an employee of the bank. The Tribunal has during the course of its award placed a great deal of emphasis on the fact that the First Respondent could also not recommend leave nor could she initiate disciplinary action against other employees. The fact that an employee is not vested with the power to sanction leave or to initiate disciplinary proceedings is not conclusive of the question as to whether the work that is performed by the employee falls within one of the categories stipulated in Section 2(s). Whether leave can be sanctioned and whether disciplinary proceedings can be initiated may in a given case be one of the circumstances which may be considered in the balance. The balance, however, has to be drawn on the basis of the overall nature of the duties and responsibilities performed and the dominant nature of the work that is performed by an employee. Virtual offices are now a reality and paperless transactions are no longer a novelty. Managerial organisation today is radically different from the preliberalization era. Tests of control which were appropriate to a society thirty years ago have become relics of an era which India has left behind in the annals of history. The law has kept pace with the times by recognizing that in order to determine whether a person is a workman under Section 2(s), contemporary notions of business cannot be stratified by notions of economic organisation developed for an era which is no more.

15. In the judgment of this Court in Inthru Noronha v. Colgate Palmolive (India) Ltd. MANU/KA/0273/2005 2005 III- LLJ 12 the Court had occasion to take note of the rapid evolution in business resultant upon the swift changes of technology in modern times. The Court cautioned against placing the discourse on Section 2(s) into a straitjacket, in the following observations:

> *In deciding a case such as the present, the Court must be careful not to place its construction of legal categories into a straitjacket. Business in recent years has been marked by rapid organisational changes. The swift evolution of technology has led to a quantum change in the business environment. Modern managements have to alter the structure of organisation in order to meet the exigencies of the time. Every employee in the managerial cadre may not necessarily have the power to appoint or dismiss personnel nor indeed would an employee engaged mainly in a managerial or administrative capacity always have the power to sanction leave applications. Similarly, the test of the existence of control over subordinates may be applicable in certain factual situations, but not necessarily in every conceivable case. In others, control over subordinates may not necessarily be by all personnel in the managerial cadre. The number and strength of the subordinate staff depends upon the nature of the business that is being conducted. It would, for instance, be wholly inappropriate to apply the same test which would govern the organisation of a traditional form of manufacturing business to a business founded on software, biogenetics or a business at the cutting edge of technology. The interpretation of Section 2(s) must be such as would not lead to stultifying innovation, development and change in managerial practice. Business managers should have a high degree of latitude to promote efficiency in a competitive business environment. Courts are of course vigilant to deal with subterfuge. The important thing for the Court is to evaluate the position of an employee with reference to the nature of his duties in the context of the business where those duties are performed.*

18. The fact that in an organizational structure the employee, in the course of the decision making process, is subject to checks and balances is not a matter which would establish that she / he is a workman within the meaning of Section 2(s). Modern forms of business in corporate organizations put into place a carefully crafted process of checks and balances. Rarely, if ever, would an employee have authoritarian control over business decisions. Employees are made subject to checks and balances both at the lateral and vertical level. Managerial decisions are subject to verification and approval. The fact that decisions of an employee are subject to verification or subject to a system of controls and balances does not establish that the employee is a workman within the meaning of Section 2(s). Managers do not become workmen because their decisions are structured by processes and approvals, Absolute autonomy is not the norm in managerial decision making. Nor does the law insist on absolute discretion or absolute autonomy for a person to be a manager. Basically the answer to the question must depend upon the dominant nature of the duties and responsibilities.

In the case of ***Duncans Industries Ltd. vs. State of UP & Ors, in Writ-C Nos. 37147 of 1996***, relevant portion quoted herein below:-

14. For determining the question as to whether a person employed in an industry is a workman or not; not only the nature of work performed by him but also terms of the appointment in the job performed are relevant considerations.

15. Supervision contemplates direction and control. While determining the nature of the work performed by an employee, the essence of the matter should call for consideration. An undue importance need not be given for the designation of an employee, or the name assigned to, the class to which he belongs. What is needed to be asked is as to what are the primary duties he performs. For the said purpose, it is necessary to prove that there were some persons working under him whose work is required to be supervised. Being incharge of the section alone and that too it being a small one and relating to quality control would not answer the test."

In the case of ***Bharti Airtel Ltd vs. AS Raghuvendra, AIR 2024 SC 2744,*** relevant portion quoted herein below:-

24. A bare perusal of the above makes it crystal clear that absence of power to appoint, dismiss or conduct disciplinary enquiries against other employees was not the only reason for the Court to conclude in Ved Prakash Gupta (supra) that the Appellant therein was a "workman". At this juncture, we may note that although Ved Prakash Gupta (supra) was decided by a 3-Judge Bench, in a later judgment by a 2-Judge Bench of this Court in S.K. Maini v. M/s. Carona Sahu Co. Limited, MANU/SC/0429/1994: 1994:INSC:107: (1994) 3 SCC 510, it was held that "...It should be borne in mind that an employee discharging managerial duties and functions may not, as a matter of course, be invested with the power of appointment and discharge of other employees. It is not unlikely that in a big set-up such power is not invested to a local manager but such power is given to some superior officers also in the management cadre at divisional or regional level. The judgment in S.K. Maini (supra) is innocent of Ved Prakash Gupta (supra), but we do not find any inconsistency in the statement of law laid down in S.K. Maini (supra), given our reading of Ved Prakash Gupta (supra) as enunciated hereinabove.

25. That being said, in our considered view, mere absence of power to appoint, dismiss or hold disciplinary inquiries against other employees, would not and could not be the sole criterion to determine such an issue. Holding otherwise would lead to incongruous consequences, as the same would, illustratively, mean that, employees in high-ranking positions but without powers to appoint, dismiss or hold disciplinary enquiry would be included under the umbrella of "workman" Under Section 2(s), ID Act. We cannot be oblivious of the impact of our decisions. In this context, reference to the decision in Shivashakti Sugars Limited v. Shree Renuka Sugar Limited, MANU/SC/0647/2017: (2017) 7 SCC 729 is apposite:

> *43. It has been recognised for quite some time now that law is an interdisciplinary subject where interface between law and other sciences (social sciences as well as natural/physical sciences) come into play and the impact of other disciplines on Law is to be necessarily kept in mind while taking a decision (of course, within the parameters of legal provisions). Interface between Law and Economics is much more relevant in today's time when the country has ushered into the era of economic liberalisation, which is also termed as "globalisation" of economy. India is on the road of economic growth. It has been a developing economy for number of decades and all efforts are made, at all levels, to ensure that it becomes a fully developed economy. Various measures are taken in this behalf by the policy-makers. The judicial wing, while undertaking the task of performing its judicial function, is also required to perform its role in this direction. It calls for an economic analysis of law approach, most commonly referred to as "Law and Economics". In fact, in certain branches of Law there is a direct impact of Economics and economic considerations play predominant role, which are even recognised as legal principles. Monopoly laws (popularly known as "Antitrust Laws" in USA) have been transformed by Economics. The issues arising in competition laws (which has replaced monopoly laws) are decided primarily on economic analysis of various provisions of the Competition Commission Act. Similar approach is to be necessarily adopted while interpreting bankruptcy laws or even matters relating to corporate finance, etc. The impress of Economics is strong while examining various facets of the issues arising under the aforesaid laws. In fact, economic evidence plays a big role even while deciding environmental issues. There is a growing role of Economics in contract, labour, tax, corporate and other laws. Courts are increasingly receptive to economic arguments while deciding these issues. In such an environment it becomes the bounden duty of the Court to have the economic analysis and economic impact of its decisions.*
>
> *44. We may hasten to add that it is by no means suggested that while taking into account these considerations, specific provisions of law are to be ignored. First duty of the Court is to decide the case by applying the statutory provisions. However, on the application of law and while interpreting a particular provision, economic impact/effect of a decision, wherever warranted, has to be kept in mind. Likewise, in a situation where two views are possible or wherever there is a discretion given to the Court by law, the Court needs to lean in favour of a particular view which subserves the economic interest of the nation. Conversely, the Court needs to avoid that particular outcome which has a potential to create an adverse effect on employment, growth of infrastructure or economy or the revenue of the State. It is in this context that economic analysis of the impact of the decision becomes imperative.*

In the case of ***Vandana Joshi vs. Standard Chartered Bank Ltd, in writ petition no.975 of 2009***, relevant portion qouted herein below:-

> *9. The appellant heavily relied upon the cross-examination of two witnesses viz. Ms. Pooja Banerjee-MW-1 and Ms. Tripti Srivastava MW-2 who deposed on behalf of the respondent-Bank. During the cross examination, they admitted that the appellant did not have power to sanction leave, she was not supervising anyone's work, nobody was reporting to the appellant and she was not having power to initiate any disciplinary proceedings against any of the employees. They even admitted that the appellant was participating in the meetings where policy decisions were taken. The Tribunal during the course of its award placed a great deal of emphasis on the fact that the appellant could not recommend leave nor could she initiate disciplinary action against other employees. In our opinion, the fact that an employee is not vested with the power to sanction leave or to initiate disciplinary proceedings is not conclusive of the question as to whether the work that is performed by the employee is of managerial or supervisory category. Whether leave can be sanctioned and whether disciplinary proceedings can be initiated is one of the circumstances which may be considered in the balance. The balance, however, has to be drawn on the basis of the overall nature of the duties and responsibilities performed and the dominant nature of the work that is performed by an employee. In this regard, the assertion of the respondent that the appellant was working in Managerial Category No. III is also important. The learned Single Judge of this Court in Inthru Noronha's case (supra) in Paragraph No. 25 has taken note of swift evolution of technology which led to a change in business environment in the following words:*

25. In deciding a case such as the present, the Court must be careful not to place its construction of legal categories into a strait-jacket. Business in recent years has been marked by rapid organisational changes. The swift evolution of technology has led to a quantum change in the business environment. Modern managements have to alter the structure of organisation in order to meet the exigencies of the time. Every employee in the managerial cadre may not necessarily have the power to appoint or dismiss personnel nor indeed would an employee engaged mainly in a managerial or administrative capacity always have the power to sanction leave applications. Similarly, the rest of the existence of control over subordinates may be applicable in certain factual situations, but not necessarily in every conceivable case. In others, control over subordinates may not necessarily be by all personnel in the managerial cadre. The number and strength of the subordinate staff depends upon the nature of the business that is being conducted. It would, for instance, be wholly inappropriate to apply the same test which would govern the organisation of a traditional form of manufacturing business to a business founded on software, bio-genetics or a business at the cutting edge of technology. The interpretation of Section 2(s) must be such as would not lead to stultifying innovation, development and change in managerial practice. Business managers should have a high degree of latitude to promote efficiency in a competitive business environment. Courts are of course vigilant to deal with subterfuge. The important thing for the Court is to evaluate the position of an employee with reference to the nature of his duties in the context of the business where those duties are performed. While traditional tests are undoubtedly of relevance, the weightage which is to be ascribed to each factor must necessarily vary having regard to the nature of business. Insofar as the facts of the present case are concerned, it is not possible to accede to the submission that the work which was being done by the petitioner was essentially of a clerical or operational nature. The nature of his work would show that the functions of the petitioner, going by what he himself described as his functions in his performance appraisal form, was anything but clerical. In the circumstances, the finding which was arrived at by the Industrial Court to the effect that the petitioner was not a workman does not warrant interference under Article 226.

We are in agreement with the above observations. The power to sanction leave or initiate disciplinary proceedings is not decisive factor in arriving at a conclusion whether the employee is a workman under Section 2(s) of the Industrial Disputes Act, 1947 of not. Looking into the dominant nature of the duties and responsibilities performed by the appellant, we are of the opinion that the appellant was appointed in the Bank's lower management cadre.

18. The fact that in an organizational structure the employee, in the course of the decision making process, is subject to checks and balances is not a matter which would establish that she / he is a workman within the meaning of Section 2(s). Modern forms of business in corporate organizations put into place a carefully crafted process of checks and balances. Rarely, if ever, would an employee have authoritarian control over business decisions. Employees are made subject to checks and balances both at the lateral and vertical level. Managerial decisions are subject to verification and approval. The fact that decisions of an employee are subject to verification or subject to a system of controls and balances does not establish that the employee is a workman within the meaning of Section 2(s). Managers do not become workmen because their decisions are structured by processes and approvals. Absolute autonomy is not the norm in managerial decision making. Nor does the law insist on absolute discretion or absolute autonomy for a person to be a manager. Basically the answer to the question must depend upon the dominant nature of the duties and responsibilities.

19. The Industrial Tribunal has applied a superficial approach to the entire problem in determining as to whether the First Respondent was a workman within the meaning of Section 2(s). The Industrial Tribunal ought to have travelled beyond a superficial analysis of whether or not the First Respondent was entitled to recommend leave or to initiate disciplinary action. That the Tribunal has failed to do so has led to a manifest failure of justice. The Tribunal has failed to consider material aspects of the evidence on the record and to apply tests which are now settled in view of the judgments of the Supreme Court and this Court to which a reference has been made in the earlier part of this judgment. In the circumstances, the interference of this Court in the exercise of its jurisdiction under Article 226 is necessitated to correct a patent error on the part of the Tribunal in the exercise of its jurisdiction.

Accordingly Smt Suchita Singh submits that workman/claimant, does not fall within the definition of workman as given in the Section 2(s) of the ID Act, so the present claim petition filed by him is liable to be dismissed.

FINDINGS AND CONCLUSION

I have heard Shri Aruna Pathak/workman,

Smt Suchita Singh For respondent perused the record.

In order to decide the fact that whether the claimant/Sri Aruna pathak falls within the definition of 'workman' as provided U/s 2 (s) of the Act or not, it would be appropriate to have a glance on the definition of 'workman' as given U/s 2(s) of the Act, which reads as under:

> *"(s) "workman" means any person employed (including an apprentice) in any industry to do any skilled or unskilled manual or clerical work for hire or reward and includes, for the purposes of any proceeding under this Act in relation to an industrial dispute, but does not include any person employed in the naval, military, or air service of the Crown*."

The definition was amended by Amending Act No. 36 of 1956 which came into force from 29th August, 1956 to read as follows:-

> *(s) "workman" means any person (including an apprentice) employed in any industry to do any skilled or unskilled manual, supervisory technical or clerical work for hire or reward, whether the terms of employment be express or implied, and for the purposes of any proceeding under this Act in relation to an industrial dispute, includes any such person who has been dismissed, discharged or retrenched in connection with, or as a consequence of, that dispute, or whose dismissal discharge, or retrenchment has led to that dispute, but does not include any such person –*
>
> > *(i) who is subject to the Army Act, 1950, or the Air Force Act, 1950, or the Navy (Discipline)Act, 1934; or*
> >
> > *(ii) who is employed in the police service or as an officer or other employee of a prison; or*
> >
> > *(iii) who is employed mainly in a managerial or administrative capacity; or*
> >
> > *who, being employed in a supervisory capacity, draws wages exceeding five hundred rupees per mensem or exercises, either by the nature of the duties attached to the office or by reason of the powers vested in him, functions mainly of a managerial nature*."

The change brought about by this Amendment was that the persons employed to do "supervisory" and "technical" work were also included in the definition for the first time by this Amendment, although those who were employed in a supervisory capacity were so included in the definition provided their monthly wage did not exceed Rs.500.

The definition of 'workman' was further amended by Amending Act No.46 of 1982 which was brought into force w.e.f. 21.8.1984 and the same reads as under:-

> *"(s) "workman" means any person (including an apprentice) employed in any industry to do any manual, unskilled, skilled, technical, operational, clerical or supervisory work for hire or reward, whether the terms of employment be express or implied, and for the purposes of any proceeding under this Act in relation to an industrial dispute, includes any such person who has been dismissed, discharged or retrenched in connection with, or as a consequence of, that dispute, or whose dismissal discharge, or retrenchment has led to that dispute, but does not include any such person-*
>
> > *(i)who is subject to the Air Force Act, 1950 (45 of 1950), or the Army Act, 1950 (46 of 1950), or the Navy Act, 1957 (62 of 1957);*
> >
> > *(ii) who is employed in the police service or as an officer or other employee of a prison; or*
> >
> > *(iii) who is employed mainly in a managerial or administrative capacity; or*
> >
> > *(iv) who, being employed in a supervisory capacity, draws wages exceeding one thousand six hundred rupees per mensem or exercises, either by the nature of the duties attached to the office or by reason of the powers vested in him, functions mainly of a managerial nature*."

A bare perusal of the aforementioned provision clearly indicates that a person would come within the purview of the said definition if he : (i) is employed in any industry; and (ii) performs any manual, unskilled, skilled, technical, operational, clerical or supervisory work.

The Hon'ble the Apex Court in the case of ***All India Reserve Bank Employees Association Versus Reserve Bank of India reported in AIR 1966 SC 305*** held as under:-

> *"24. The amending Act of 1956 introduced among the categories of persons already mentioned persons employed to do supervisory and technical work. So far the language of the earlier enactment was used. When, however, exceptions were engrafted, that language was departed from in clause (iv) partly because the draftsman followed the language of clause(iii) and partly because from persons employed on supervision work some are to be excluded because they draw wages exceeding Rs. 500 per month and some because they function mainly in a managerial capacity or have duties of the same character. But the unity between the opening part of the definition and clause (iv) was expressly preserved by using the word 'such' twice in the opening part. The words, which bind the two parts, are not-"but does not include any person". They are --*

"but does not include any such person showing clearly that what is being excluded is a person who answers the description " employed to do supervisory work" and he is to be excluded because being employed in a 'supervisory capacity' he draws wages exceeding Rs. 500 per month or exercises functions of a particular character. The scheme of our Act is much simpler then that of the American statutes. No doubt like the Taft-Hartley Act the amending Act of 1956 in our country was passed to equalize bargaining power and also to give the power of bargaining and invoking the Industrial Disputes Act to supervisory workmen, but it gave it only to some of the workmen employed on supervisory work. 'Workman' here includes an employee employed as supervisor. There are only two circumstances in which such a person ceases to be a workman. Such a person is not a workman if he draws wages in excess of Rs. 500 per month or if he performs managerial functions by reason of a power vested in him or by the nature of duties attached to his office. The person who ceases to be a workman is not a person who does not answer the description "employed to do supervisory work" but one who does answer that description. He goes out of the category of "workmen" on proof of the circumstances excluding him from the category."

Further in the case of ***H.R. Adyanthaya & others Versus Sandoz India Ltd. reported in (1994) 5 SCC 373***, the Hon'ble Apex Court held as under:-

"10. It is thus obvious from the decision that the contention on behalf of the workman before the Industrial Tribunal as well as before this Court was that the employee was doing either manual or clerical work, and that not only he had no supervisory duties but he was doing his work under the direction of his superiors and, therefore, he was a workman within the meaning of the definition of workman as it stood then. The dispute in question had arisen prior to 6th January, 1956. The definition of 'workman' at the relevant time included only those persons who were employed to do any skilled or unskilled manual or clerical work. Hence the relevant contention on behalf of the workman which was negatived by this Court. An inference from this decision is also possible, viz., that if the employees' work was mainly manual or clerical, he would have, even as the definition stood then, been covered by it."

(see C.G. Gupta Versus Glaxo Smith Klin Pharmaceutical Limited reported in (2007) 7 SCC 171)

And the Hon'ble the Apex Court in the case of ***Chauharya Tripathi & others Versus L.I.C. of India & others reported in 2015(7) SCC 263***, in Para-7 held as under:-

"7. *Keeping in view the question posed at the beginning, we are obligated to make a survey of the authorities that have been pronounced by this Court specifically pertaining to the Development Officers working in LIC. A three-Judge Bench of this Court in S.K. Verma vs. Mahesh Chandra & Anr.3, adverted to the definition of 'workman' as originally defined under Section 2(s) of the Act and the substantial amendment that was brought in 1956 in respect of the definition of 'workman' and referred to the decision in Workmen vs. Indian Standards Institution4 and dwelled upon the hierarchy of officers working in LIC, the duties performed by such officers and 2 (2008) 11 SCC 319 3 (1983) 4 SCC 214 4 (1975) 2 SCC 847 eventually held thus :*

"A perusal of the above extracted terms and conditions of appointment shows that a development officer is to be a whole time employee of the Life Insurance Corporation of India. that his operations are to be restricted to a defined area and that he is liable to be transferred. He has no authority whatsoever to bind the Corporation in anyway. His principal duty appears to be to organise and develop the business of the Corporation in the area allotted to him and for that purpose to recruit active and reliable agents, to train them to canvass new business and to render post-sale services to policy-holders. He is expected to assist and inspire the agents. Even so he has not the authority to appoint agents or to take disciplinary action against them. He does not even supervise the work of the agents though he is required to train them and assist them. He is to be the 'friend, philosopher and guide' of the agents working within his jurisdiction and no more. He is expected to stimulate and excite the agents to work, while exercising no administrative control over them. The agents are not his subordinates. In fact, it is admitted that he has no subordinate staff working under him. It is thus clear that the development officer cannot by any stretch of imagination be said to be engaged in any administrative or managerial work. He is a workman within the meaning of s.2(s) of the Industrial, Disputes Act."

(*See also : Om Carrying Corporation Versus Tilock Narang & others reported in 2016(148) FLR 915 & T.Boby Francis Versus Lucy Varghese & others reported in 2016(149) FLR 866 and Jagdish Prasad Sharma Versus Presiding Officer, Industrial Tribunal-cum-Labour Court-I, Gurugram & another reported in 2023 (178) FLR 565*)

The Hon'ble Bombay High Court in the case of ***M/s S.K. International & another v. Ashok Tanaji Tambe & another 2024 (180) FLR 994*** has held as under:

"17. On the aspect of determination of status of workmen, within the meaning of Section 2(s) of the ID Act, 1947, the legal position is fairly crystalized. Such determination must be based on the appreciation of the nature of the duties performed by the employee. Nomenclature of the post, which the employee holds, is not

of decisive significance. The description of the nature of the duties also does not furnish a surer foundation for determination. Use of grandstanding expressions and management jargon to describe otherwise ordinary and normal functions, is not uncommon. It is, therefore, necessary to correctly appreciate the nature of the core duties discharged by a person whose status is questioned.

18. Section 2(s) of the ID Act, 1947 defines the expression workman to mean any person employed in any industry to do any manual, unskilled, skilled, technical, operational, clerical or supervisory work for hire or reward. In the case of H.R. Adyanthaya and ors. v. Sandoz (India) Ltd., the Constitution Bench of the Supreme Court enunciated that to be qualified to be workman under Section 2(s), the person must be employed to do the work which falls in any of the specified categories, manual, unskilled, skilled, technical, operational, clerical or supervisory. To put it in other words, it is not enough that a person is not covered by any of the four exceptions to the definition. It is also fairly well settled that the burden is on the person, who asserts the status of the workman under Section 2(s) to establish with reference to the dominant nature of his duties that the work which the said person performs falls within one of the specified categories under Section 2(s) of the Act, 1947.

19. In the case of Burmah Shell Oil Storage and Distribution Company of India Ltd. v. The Burmah Shell Management Staff Association and others, the Supreme Court adverted to a situation where an employee is entrusted to discharge multifarious duties. In such cases, the Supreme Court held, it would be necessary to determine under which classification the employee will fall for the purpose of finding out whether he does not go out of the definition of "workman" under the exceptions. The principle is now well settled that for this purpose, a workman must be held to be employed to do that work which is the work he is required to do, even though he e may be incidentally doing other types of work. The Supreme Court referred to its earlier decision in the case of Ananda Bazar Patrika (P) Ltd. v. Workmen", where the principle was enunciated as under:

> *"3. The question whether a person is employed in a supervisory capacity or on clerical work, in our opinion, depends upon whether the main and principal duties carried out by him are those of a supervisory character, or of a nature carried out by a clerk. If a person is mainly doing supervisory work, but, incidentally or for a fraction of the time, also does some clerical work, it would have to be held that he is employed in supervisory capacity; and, conversely, if the main work done is of clerical nature, the mere act that some supervisory duties are also carried out incidentally or as a small fraction of the work done by him will not convert his employment as a clerk into one in supervisory capacity....." (Emphasis supplied)*

20. In the case of Arkal Govind Raj Rao v. CIBA Geigy and India Ltd., another three-Judge Bench of the Supreme Court re-exposited the principle in the following words:

> *"6. where an employee has multifarious duties and a question is raised whether he is a workman or someone other than a workman the Court must find out what are the primary and basic duties of the person concerned and if he is incidentally asked to do some other work, may not necessarily be in tune with the basic duties, these additional duties cannot change the character and status of the person concerned. In other words, the dominant purpose of employment must be taken into consideration and the gloss of some additional duties must be rejected while determining the status and character of the person.....*

21. A useful reference in this context can also be made to a decision of the Supreme Court in the case of S.K. Maini v. M/s. Carona Sahu Company Ltd. and Anr. wherein it was enunciated that when an employee is employed to do the types of work enumerated in the definition of workman under Section 2(s), there is hardly any difficulty in treating him as a workman under the appropriate classification but in the complexity of industrial or commercial organisationd quite a large number of employees employees are often required to do more than one of work. In such cases, it becomes necessary to determine under which classification the employee will fall for the purpose of deciding whether he comes within the definition of workman or goes out of it. In this connection, reference may be made to the decision of this Court in Burmah Shell Oil Storage (supra). In All India Reserve Bank Employees' Assn. v. Reserve Bank of India, it has been held by this Court that the word 'supervise' and its derivatives are not words of precise import and must often be construed in the light of context, for unless controlled, they cover an easily simple oversight and direction as manual work coupled with the power of inspection and superintendence of the manual work of others. It has been rightly contended by both the learned counsel that the designation of an employee is not of much importance and what is important is the nature of duties being performed by the employee. The determinative factor is the main duties of the employee concerned and not some works incidentally done. In other words, what is, in substance, the work which employee does or what in substance he is employed to do. Viewed from this angle, if the employee is mainly doing supervisory work but incidentally or for a fraction of time also does some manual or clerical work, the employee should be held to be doing supervisory works. Conversely, if the main work is of manual, clerical or of technical nature, the mere fact that some supervisory or other work is also

done by the employee incidentally or only a small fraction of working time is devoted to some supervisory works, the employee will come within the purview of 'workman' as defined in Section 2(s) of the Industrial Disputes Act."

Moreover, the Hon'ble Supreme Court by means of judgment dated 2.4.2004 passed in the case of ***M/s. Bharat Airtel Limited Versus A.S. Raghavendra passed in Civil Appeal No.5187 of 2023 (2024 INSC 265)*** after taking into consider the definition of 'workman' as given u/s 2 's' of the I.D. Act, 1947; held as under:-

"23. The records also show that the respondent, in fact, performed a supervisory role over the managers and was the Assessing Manager of his team, which consisted of Managers in the B-1 & B-2 Levels. Moreover, after adducing the evidence led by both sides, the Labour Court vide a detailed order and discussion, has held the respondent not to be covered under "workman" as per Section 2(s), ID Act. The learned Single Judge has not appreciated the discussion by the Labour Court and the available evidence in their true perspective, relying mainly upon the judgment in Ved Prakash Gupta (supra). In Paragraph 12 of Ved Prakash Gupta (supra), it was held "...It must also be remembered that the evidence of both WW1 and MW1 shows that the appellant could never appoint or dismiss any workman or order any enquiry against any workman. In these circumstances we hold that the substantial duty of the appellant was only that of a Security Inspector at the gate of the factory premises and that it was neither managerial nor supervisory in nature in the sense in which those terms are understood in industrial law. In the light of the evidence and the legal position referred to above we are of the opinion that the finding of the Labour Court that the appellant is not a workman within the meaning of Section 2(s) of the Act is perverse and could not be supported."

24. A bare perusal of the above makes it crystal clear that absence of power to appoint, dismiss or conduct disciplinary enquiries against other employees was not the only reason for the Court to conclude in Ved Prakash Gupta (supra) that the appellant therein was a "workman". At this juncture, we may note that although Ved Prakash Gupta (supra) was decided by a 3-Judge Bench, in a later judgment by a 2-Judge Bench of this Court in S K Maini v M/s Carona Sahu Company Limited, (1994) 3 SCC 510, it was held that "...It should be borne in mind that an employee discharging managerial duties and functions may not, as a matter of course, be invested with the power of appointment and discharge of other employees. It is not unlikely that in a big set-up such power is not invested to a local manager but such power is given to some superior officers also in the management cadre at divisional or regional level. ..." The judgment in S K Maini (supra) is innocent of Ved Prakash Gupta (supra), but we do not find any inconsistency in the statement of law laid down in S K Maini (supra), given our reading of Ved Prakash Gupta (supra) as enunciated hereinabove.

25. That being said, in our considered view, mere absence of power to appoint, dismiss or hold disciplinary inquiries against other employees, would not and could not be the sole criterion to determine such an issue. Holding otherwise would lead to incongruous consequences, as the same would, illustratively, mean that, employees in high-ranking positions but without powers to appoint, dismiss or hold disciplinary enquiry would be included under the umbrella of "workman" under Section 2(s), ID Act. We cannot be oblivious of the impact of our decisions. In this context, reference to the decision in Shivashakti Sugars Limited v Shree Renuka Sugar Limited, (2017) 7 SCC 729 is apposite:

> *"43. It has been recognised for quite some time now that law is an interdisciplinary subject where interface between law and other sciences (social sciences as well as natural/ physical sciences) come into play and the impact of other disciplines on Law is to be necessarily kept in mind while taking a decision (of course, within the parameters of legal provisions). Interface between Law and Economics is much more relevant in today's time when the country has ushered into the era of economic liberalisation, which is also termed as "globalisation" of economy. India is on 118 [2024] 4 S.C.R. Digital Supreme Court Reports the road of economic growth. It has been a developing economy for number of decades and all efforts are made, at all levels, to ensure that it becomes a fully developed economy. Various measures are taken in this behalf by the policy-makers. The judicial wing, while undertaking the task of performing its judicial function, is also required to perform its role in this direction. It calls for an economic analysis of law approach, most commonly referred to as "Law and Economics". In fact, in certain branches of Law there is a direct impact of Economics and economic considerations play predominant role, which are even recognised as legal principles. Monopoly laws (popularly known as "Antitrust Laws" in USA) have been transformed by Economics. The issues arising in competition laws (which has replaced monopoly laws) are decided primarily on economic analysis of various provisions of the Competition Commission Act. Similar approach is to be necessarily adopted while interpreting bankruptcy laws or even matters relating to corporate finance, etc. The impress of Economics is strong while examining various facets of the issues arising under the aforesaid laws. In fact, economic evidence plays a big role even while deciding environmental issues. There is a growing role of Economics in contract, labour, tax, corporate and other laws. Courts are increasingly receptive to economic arguments while deciding these issues. In such an environment it becomes the bounden duty of the Court to have the*

economic analysis and economic impact of its decisions. 44.We may hasten to add that it is by no means suggested that while taking into account these considerations, specific provisions of law are to be ignored. First duty of the Court is to decide the case by applying the statutory provisions. However, on the application of law and while interpreting a particular provision, economic impact/effect of a decision, wherever warranted, has to be kept in mind. Likewise, in a situation where two views are possible or wherever there is a discretion given to the Court by law, the Court needs to lean in favour of a particular view which subserves the economic interest of the nation. Conversely, the Court [2024] 4 S.C.R. 119 M/S Bharti Airtel Limited v. A.S. Raghavendra needs to avoid that particular outcome which has a potential to create an adverse effect on employment, growth of infrastructure or economy or the revenue of the State. It is in this context that economic analysis of the impact of the decision becomes imperative."

*(See:**Vandana Joshi v. Standard Charted Bank Ltd., Mumbai (2011) (1) Mh.L.J. 415)***

The Hon'ble the Bombay High Court in the case of ***Godrej and Boyce Manufacturing Company Ltd. Vs. Shivkranit Kamgar Sanghatana & others 2024 LLR 492*** held as under:

"10. Before August 29, 1956, the Industrial Disputes Act's definition of "workman" only included skilled and unskilled manual or clerical workers, excluding those in supervisory, technical roles. However, amendments in 1956 and 1982 expanded the definition to include these categories. The Supreme Court judgments in May and Baker (India) Ltd. v. Workmen AIR 1967 SC 678, Western India Match Co. Ltd. v. Workmen 1963:INSC:130 : AIR 1964 SC 472, and Burmah Shell Oil Storage and Distribution Co. of India Ltd. v. Burma Shell Management Staff Assn. (1970) 3 SCC 378 interpreted the definition in earlier years, focusing on whether the work done by individuals fell within the categories of manual, clerical, supervisory, or technical. These judgments determined the eligibility of individuals as workmen based on the nature of their tasks. Subsequent judgments in S.K. Verma v. Mahesh Chandra (1983) 4 SCC 214] Ved Prakash Gupta v. Delton Cable India (P) Ltd. (1984) 2 SCC 569 and Arkal Govind Raj Rao v. Ciba Geigy of India Ltd. (1985) 3 SCC 371 failed to notice the earlier decisions and adopted a broader interpretation. They held that individuals not fitting the four specified categories could still be considered workmen- however, the judgment in A. Sundarambal v. Govt. of Goa, Daman and Diu (1988) 4 SCC 42 reaffirmed the importance of the earlier precedents, asserting that a person must fall within the defined categories to qualify as a workman. Ultimately, the legal position is crystallized in the case of H.R. Adyanthaya and Ors. Vs. Sandoz (India) Limited reported in 1994 5 SCC 737 wherein the five Judges' bench of Apex Court held that to be considered a workman under the ID Act, an individual must be employed in manual, unskilled, skilled, technical, operational, clerical or supervisory. It is not enough that he is not covered by either of the four exceptions to the definition. It is held that to attract provisions of Section 2(s) of the I.D. Act, the employee must show that he performs any work enumerated in the definition and that he is excluded under the four exceptions as provided in the definition.

11. For the adjudication of the status of a workman, what is required to be seen is an emphasis on the actual work performed by such an employee. In other words, if the nature of duties actually performed predominantly shows that he discharges duties to do the work of any of the categories listed in Section 2(s). He is not covered by exceptions of Section 2(s); it would be decisive of the matter that the employee is a workman, and the designation or salary of the employee would be irrelevant.

12. It is now well settled that the adjudication of the issue as to person working within the meaning of Section 2(s) of the I.D. Act has to be determined with reference to the principle of nature of his duties and functions. The dominant purpose of employees must be taken into consideration, and the gloss of some additional duties must be rejected while determining the status and character of a person. The Tribunal needs to first address itself as to various duties assigned to the employees and then draw a conclusion of law as to whether in the light of duties assigned to him would be whether the employee would be working or not."

The ***Hon'ble Supreme Court in Civil Appeal arising out of SLP (C) No. 5660 of 2023 Lenin Kumar Ray v. M/s Express Publicaitons (Madurai) Ltd. Decided on 21.10.2024*** held as under:

"15. The law is well settled that the determinative factor for "workman" covered under section 2(s) of the I.D. Act, is the principal duties and functions performed by an employee in the establishment and not merely the designation of his post. Further, the onus of proving the nature of employment rests on the person claiming to be a "workman" within the definition of section 2(s) of the I.D. Act.

16. In the present case, there is no specific document adduced relating to the actual work and functions performed by the employee. In the absence of any concrete material to demonstrate the nature of duties discharged by the employee, the employment orders issued by the management will have to be taken into consideration and as per the same, the employee was appointed as Junior Engineer and was promoted as Assistant Engineer, on the administrative side. It is the evidence of M.W.1 that the employee was supervising the work of two junior Engineers, who were working under him, which was also admitted by the employee in

his cross examination, as W.W.1. Even according to the employee, the nature of duties and functions discharged by him was of supervisory. As such, applying the pre-amended provision of section 2(s), since the employee was terminated from service on 08.10.2003 and was drawing salary of more than Rs.1,600/-, he does not come within the definition of "workman". Therefore, we hold that the employee is not a "workman" as defined under section 2(s) and is not covered by the provisions of the I.D. Act. In view of the same, the order of the High Court upholding the finding of the Labour Court that the employee was a "workman" within the definition of post-amended section 2(s), is liable to be set aside."

Thus, in nut shell it can be said that from perusal of definition of 'workman' indicates that a person would come within the purview of Section 2(s) of the I.D. Act if he is employed in an industry and performs any manual, unskilled, skilled, technical, operational, clerical not supervisory work.

Further, the definition also indicates exceptions as to when a person would not be covered in the aforementioned definition. As it inter alia states that a person would not be covered under the definition if (i) he is employed in a managerial or administrative capacity or (ii) who, being employed in a supervisory capacity, draws wages exceeding ten thousand rupees per mensem or exercises, either by the nature of the duties attached to the office or by reason of the powers vested in him, functions mainly of a managerial nature.

Accordingly first point to be consider, that what is the meaning of the word Supervisory capacity as per Section 2(s) of the Industrial Dispute Act, 1947.

Supervisor roles involve taking responsibility for leading a team, so leadership skills essential. For some supervisors, this is their first role where they have to lead a team, so it's important they learn how to do this effectively. Depending on the nature of the job, this might also include learning how to lead teams that work remotely. This requires different skills than leading on-site teams, including the ability to use technology effectively.

Employee wellbeing awareness is another significant area for supervisor. These jobs may involve supporting the well-being of other team members, including those working remotely/supervisor are responsible for identifying wellbeing-related concerns and providing appropriate support to team members. This might involve directly providing support or referring staff members to other sources of support.

As a supervisor, it might be necessary to have more in-depth knowledge about the industry or organization and its policies, and might include information on these subjects to give managers or supervisors deeper insights. This helps them to improve their performance and oversee their teams effectively. Deepening this knowledge can also support further career progression.

There are a number of different ways to supervise new incumbents and the most effective approaches are likely to depend on the requirements of the business and the individual.

Further the meaning of word "Supervise" as given in the Oxford Dictionary, page 680, relevant poriton quoted hereinbelow:

Supervise **verb watch and direct the performance of a task or the work of a person*.

Meaning of word "Supervise" as given in the Oxford Dictionary English (English-Hindi Dictionary), page 1199 quoted here in below:

Supervise - to watch sb/sth to make sure that work is being done properly or that people are behaving correctly.

Reverting to the facts of present case Shri Aruna Pathak/claimant, by way of pleadings in written statement and document filed by him in support of his case that he falls within the definition of workman as given u/s 2(s) of the Act, 1947, although he was given the designation in the ICICI Bank as of Assistant Manager-II, but during the tenure of his services the work which was discharged by him was of cashier, in order to proof the said facts he placed reliance on the document (annexure no.12), quoted herein below:-

My Role as a Cashier

I was:

-calling the token,

-greeting the person coming to the counter,

-asking him 'What can I do for you' or its vernacular translation.

-receiving & counting the cash, or processing the payment request and paying cash.

-Noting/tick marking the denominations

-checking the cheque for its date, order bearer, endorsement, crossing, word figure mismatch, signature, and in case of doubt, originality of paper of the cheque.

-Checking the high-amount cheques under ultraviolet.

-Calling the party for high amount confirmation and recording it.

-Processing it - entering, posting & getting it verified; or entering and getting posted

-Stamping the vouchers - deposit slip/cheque,

-Ensuring that the customer leaves delighted and before that

-thanking him for banking with ICICI BANK & wishing him Goodluck.

Such a routine was repeated about 200 times daily.

Even under such tight conditions, I had to count all the 500 and 1000 denomination notes by hand because the note-counting machines at that time could not sort out the fake notes like that nowadays.

Further Shri Aruna Pathak/claimant, in order to establish his plea that he was workman on the basis of his evidence on affidavit (examination in chief), in his cross examination, relevant portion of his cross examination on 19.12.2019, quoted herein below:-

बैंक ऑफ़ मदुरा में मैं Customer Grievance deal करता था।

मैंने supervision के लिए staff नहीं था सारा supervision Manager का था। Constance Cruize & Madder उन्होंने concerned employees के माध्यम से किया मैं खुद यह काम करता था मैं direction भी देता था और मिलजुल कर भी करते थे।

खुद कहा directions में Manager द्वारा मुझे direct करने पर ही देता था।

Further in his cross examination wherein he stated that "मेरे सुपरविजन में कोई स्टाफ नहीं था सारा सुपरविजन मैनेजर का था" clearly establish that none of the duties which were discharged by him comes within the category of supervisory in nature.

Moreover respondent in their written statement in paragraph 4, pleaded that claimant was appointed as a Deputy Manager (an officer in Junior Management Grade Scale- I with the Bank of Madura, the transferor Bank) to which he never objected, right since his appointment on 20/10/1999, to be a job of clerical nature nowhere; either before the Hon'ble Tribunal or before ALC, Allahabad.

And on behalf of respondent by way of pleading/argument, the duties which are discharged by Shri Aruna Pathak, are as under:-

It is further submitted that the applicant at the time of separation was performing his duties as Customer Service Officer/Deputy Branch Manager/Cheque Shoppe in-charge and was performing administrative, manager and supervisory role in performing the below mentioned function which involved taking decisions in various capacity, which he was performing on day to day basis. He was:

a) Responsible for sensitive and important work of managing cash department.

b) One of the joint custodian and was keeping cash keys

c) Person responsible for opening and closing the cash and valuables.

d) Authorized on behalf of Bank to accept the case deposit of unlimited amount and crediting the same in the customer account.

e) Authorized to pass Cheques after verification

f) Responsible for effective customer services.

g) Responsible for sale through value bankers

h) Handling and checking the processes of branch

i) Responsible for co-ordination with other verticals for routine activities.

j) Responsible for entire clearing activity of Varanasi location in which he was passing inward Cheque, transfer Cheques and also processing outward Cheques and dividend warrant.

It is further pleaded/submitted on behalf of respondent that the workman was employed in supervisory capacity drawing wages in excess of Rs.10,000/- per month and by virtue of being a Manager, was discharging managerial, supervisory and administrative functions from the date of his joining the Bank, and

on him as per terms and conditions applicable to Manager employees of the answering opposite parties are applicable as such, is not a workman.

Further the respondent/management in order to prove its case does not filed any document/material, by which it can establish that the work and duties which was discharged by claimant/Shri Aruna Pathak, while working with the respondent, on the post of Deputy Manager/Assistant Manager-II, from which it can be establish the same is supervisory in nature, however on behalf of respondent, in order to support its case an evidence on affidavit (examination in chief), of Shri Amit Kumar filed, relevant portion (paragraph no.6,7,8,9,10 & 11) are quoted as under:-

6. That it is humbly submitted that the fact that the applicant Aruna Pathak was appointed in the Junior Management Grade-Scale I, is undisputed and rather admitted by him in his statement of claim before the Hon'ble Tribunal. It is submitted that the applicant since inception, has been placed in the 'managerial cadre', enjoying the rights and privileges of the managerial cadre and had been discharging and performing Managerial, Supervisory and administrative function initially in the Bank of Madura Ltd and later on in the ICICI Bank Ltd post-merger. It is further undisputed that at the time of separation from the services of the ICICI Bank Ltd, the applicant Aruna Pathak was working in the grade of Assistant Manager-II, at Varanasi, Godawalia branch, drawing monthly salary of Rs 29,765/- p.m. Photostat copy of his salary slip for June, 2012 is annexed herewith as Annexure No. 2 to the affidavit in evidence on behalf of Management ICICI Bank Ltd.

7. That admittedly Mr Aruna Pathak is not a workman under Section 2(S) of the Industrial Disputes Act, 1947, in view of the fact that at the time of separation of his services from the Bank, he was drawing monthly salary of Rs 29,765/- (with a basic pay of Rs 13,090/-) and was performing Managerial and Supervisory function in the ICICI Bank Ltd as an Assistant Manager-II, at Varanasi, Godawalia branch.

8. That the applicant Aruna Pathak being in the grade of Assistant Manager, Band II, in the branch having a strength of 15 employees in total, was next in command after the Branch Manager and Deputy Branch Manager i.e. at stratum 3 from the top, as such he was the senior most after the Branch Manager and Deputy Branch Manager in terms ms of Grade and work assigned. It is submitted that, the hierarchy of the Bank runs as (i)Junior Officer (ii)Officer (iii)Senior Officer (iv)Assistant Manager Band-I (v)Assistant Manager Band-II etc. Thus, the applicant was holding 5th position from the bottom and, as such, was holding a very senior position. Therefore, he cannot claim himself nor be considered to be a workman.

9. The Government of India vide its order dated October 12, 2012 has concluded that the Senior Officer in the respondent Bank is that of Managerial and supervisory position and hence not a workmen. The order copy is attached. It is thus clear that Mr Aruna Pathak having positioned in two grade higher than that of the Senior Officer in the hierarchy in the bank cannot be termed as being a Workmen in any reasoning- Rather it reconfirmed him being a Managerial and Supervisory capacity and therefore the current proceedings is ipso facto wrong and incorrect. Photostat copy of the order dated October 12, 2012 in matter of Mr Ashok Sharma is enclosed herewith as Annexure 3 to the affidavit in evidence on behalf of Management ICICI Bank Ltd.

10. That it is submitted that a total of 12 employees below him were working at the Branch, having business of 4-5 Crore per working day and transactions of Rs.75-100 Lac approximately a day were controlled and done under the authority of applicant and he was performing administrative, manager and supervisory role in performing the below mentioned function which involved taking decisions in various capacity, which he was performing on day to day basis and was responsible for a) sensitive and important work of managing cash department. b) one of the joint eustodian and was keeping cash keys c) person responsible for opening and closing the cash and valuables. d) authorised on behalf of Bank to accept the cash deposit of unlimited amount and crediting the same in the customer account. e) authorised to pass Cheques after verification. f) responsible for effective customer services. g) responsible for sale through value bankers handling and checking the processes of Branch i) responsible for co-ordination with other verticals for related activities. j) responsible for entire clearing activity of Varanasi location in which he was passing inward Cheque, transfer Cheques and also processing outward Cheques and dividend warrant etc.

11.That the dominant nature of work and duties performed by the applicant as aforesaid, cannot be regarded as stereotypical, without an element of initiative and creativeness rather the same involved high level of customer service, ensuring processes and mechanisms of the Bank are duly complied with relation to banking transactions, contributing to the business of the Bank etc. It is submitted that an employee engaged in and performing the aforesaid duties and responsibilities, cannot be said to be performing clerical job, rather the same shows that applicant was performing administrative, manager and supervisory role in performing the aforesaid duties and responsibilities.

And in his cross examination dated 28.10.2020, he has stated that:-

> *Workman जिस Branch में कार्यरत थे, उसमें कुल 15 कर्मचारी / अधिकारी लगभग थे, Workman के अलावा Manager और Dy. Manager के इन दोनों को छोड़कर बाकी सभी कर्मचारियों का काम workman supervise करते थे।*
>
> *Applicant branch cash management, joint custodian of cash, audit of cash valuables निकालने और जमा करने तथा उसे clear करने, entire Varanasi region का cheque clearance, banking products की sale through value bankers तथा intra-departmental liaising एवं अन्य कार्यों के उन्हें किये जाने के लिए responsible थे।*
>
> *हमारे बैंक में सबसे नीचे का पद junior officer होता है और Asstt. Manager (Gr.-I) नीचे से पाँचवे स्तर का पद है जिस पर श्रमिक कानून हमारे बैंक में कोई Trade Union नहीं है।*

From the perusal of the said material, the objection taken by the respondent, in respect to the work and duties discharged by claimant/Shri Aruna Pathak, during tenure of his services does not in any manner proof that same comes within the ambit an a scope of work which is of supervisory in nature.

Further the respondent/Bank, neither by way of pleading/document does not brought any material what was the work which assigned/discharge by a person/claimant, on the post of Deputy Manger/Assistant Manger-II, and respondent has also not denied the document i.e. Annexure No.12, annexed/filed by workman along with his documents in which the duties of cashier was made and the same was the work discharged by him during tenure of the services with respondent.

Thus in view of the above said facts, on the basis of pleading/documents, as well as evidence filed on behalf of management/Bank, it does not establish that the work discharged by Shri Aruna Pathak/claimant was discharging any duties while he was in services which was supervisory in nature as per the definition of supervisory, quoted here an above, rather the workman on the basis of pleading/document clearly established that no doubt the designation of the post which was given to him on the post which he was working was of Deputy Manager/Assistant Manager-II, but work and duties which was discharged by him is of Cashier, the said facts have been categorically prove by him by way of pleading/document/evidence and by way of cross examination as stated here an above.

That duties discharged by him was not supervisory in nature, so he falls within the definition of workman, as given u/s 2(s) of the Industrial Dispute Act, 1947.

Taking into consideration the facts and the law as laid down by the Hon'ble Supreme Court in the case of SK Mani (Supra), the definition of employee is not much important and only thing which is important that what work and duties are performed by him and whether they are in supervisory in nature only then you will not come within the purview of definition of workman as per Section 2(s) of the Act, and if the work and duties discharges by a workman/claimant is not supervisory in nature then he will come within the purview of workman as per Section 2(s) of the ID Act.

As the Hon'ble Telangana High Court in the case of ***Godrej Agrovet Ltd vs. the Presiding Officer & Anr, 2024 LLR 869,*** relevant portion quoted herein below:-

> *9. Admittedly, petitioner was, though appointed as Stores Clerk initially, from time to time, he was promoted to the post of Accounts Executive in the executive cadre, which will not come under the definition of 'workman'. The definition itself provided some exceptions and the Accounts Executive will come under that exception. Hence, the first ground taken by petitioner merits corisideration.**(see also in Management of M/s Nava Bharat Ventures Ltd vs. State of Odisha & Others, 2024 (183) FLR 742)***

It is clearly establish that claimant/Shri Aruna Pathak falls within the definition of workman as given u/s 2(s) of the Industrial Dispute Act.

AWARD

For the forgoing reasons claimant/Shri Aruna Pathak, he is a workman as per the definition of Section 2(s) of the Industrial Dispute Act.

Lucknow.

(Date: 16.03.2026

Justice ANIL KUMAR, Presiding Officer

नई दिल्ली, 8 मई, 2026

का.आ. 902.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार **भारतीय स्टेट बैंक** के प्रबंधतत्र, संबद्ध नियोजकों और उनके कर्मकारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय **हैदराबाद** के पंचाट (76/2002) प्रकाशित करती है।

[सं. एल –12012/334/2001-आई आर (बी-I)]

सलोनी, उप निदेशक

New Delhi, the 8th May, 2026

S.O. 902.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. 76/2002*)* 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-12012/334/2001- IR (B-I)]

SALONI, Dy. Director

ANNEXURE

IN THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL CUM LABOUR COURT AT HYDERABAD

Present: **Sri IRFAN QAMAR**

Presiding Officer

Dated the 16th day of April, 2026

INDUSTRIAL DISPUTE No. 76/2002

Between:

Sri K.B. Narasimha Raju,

S/o Late K. Narasimha Raj,

H.No. 23/A. New Saifabad Colony,

Hyderabad-659

… Petitioner

And

The Assistant General Manager,

(Personnel & HRD Department)

State Bank of India,

Local Head Office,

Bank Street, Koti,

Hyderabad – 500 095.

…..Respondent

Appearances:

For the Petitioner : Sri M. Rangaiah, Advocate

For the Respondent: Sri Y. Ranjeeth Reddy, Advocate

AWARD

The Government of India, Ministry of Labour by its order No. L-12012/334/2001-IR(B.I) dated 17.01.2002 referred the following dispute under section 10(1)(d) of the I.D. Act, 1947 requiring this forum to decide the question:

SCHEDULE

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

After receipt of the reference, it was numbered as ID No. 76/2002 and notices were issued to both the Workman and the management.

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

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

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

(1) affirming the impugned common order of the learned single Judge to the extent it sets aside the common award dated 17.05.2005 of the Industrial 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 20.3.2019.

3. The factual matrix of instant industrial dispute as narrated by the Workman in his claim statement is that the Petitioner herein was engaged by the Respondent Bank—State Bank of India—as a Non-Messenger (temporary employee). The Workman joined in the services of the Management Institution as Messenger from 1986 to 1997 and rendered unblemished service spreading over a period of about 11 years and by dint of hard work till his services terminated by oral orders with effect from 1.4.1997. It is submitted that Respondent has terminated the services of Petitioner on 31.3.1997 without assigning any valid reasons. But the Respondent has retained Petitioner's juniors in

service. The Respondent has failed to take the prior permission from the government for his retrenchment. It is submitted that he could not secure any alternative employment till date inspite of his best efforts. It is submitted that there is sufficient work with the respondent and extending the opportunities to others denying the Petitioner is unjust and contrary to law. Hence, the action of the Respondent is not justified. Therefore, it is prayed to grant the relief of reinstatement with full back wages and all attendant benefits.

4. The Respondent Bank contends that the reference made is untenable under the Industrial Disputes Act, 1947 as the Bank temporarily engaged subordinate staff—messengers, sweepers, etc.—strictly on a need-based, ad hoc basis to ensure uninterrupted operations to address staff shortages due to leave vacancies and constraints imposed by the Government of India and RBI on hiring.

5. 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. Various discussions were held to resolve the said issue, resulting in five settlement agreements between the Bank and the Workmen.

6. The first settlement dated 17.11.1987 (under Sec. 2(p) r/w Sec. 18(1) of the ID Act) categorized temporary employees and provided for consideration of permanent absorption against vacancies between 1987–1991. The second settlement dated 16.07.1988 extended this period to 1987–1992. The third settlement dated 27.10.1988 reaffirmed consideration of vacancies arising from 1988–1992. Following these, the Government of India issued recruitment guidelines on 16.08.1990, recommending settlement-based absorption for temporary employees with more than 240 days of service in a 12-month block. For those with fewer days, the guidelines allowed for discretion-based conciliation.

7. Despite this, the Bank, in a liberal approach, considered even those with less than 90 days' service and those employed since 1975. However, para 6(k) of the approach paper clarified that this would be a one-time exercise resolving all past claims. Subsequently, the fourth settlement dated 09.01.1991 extended panel validity to 1994, with daily wagers considered for 1995–1996 vacancies. It is submitted that Zone-wise panels (1989 for temporary employees and 1992 for daily wagers) were also created, listing candidates in descending order of service from 01.07.1975 to 31.07.1988.

8. The Federation also sought implementation through the Regional Labour Commissioner (Central), resulting in a conciliation agreement on 09.02.1995. This led to the fifth settlement dated 30.07.1996. Finally, on 27.02.1997, a Memorandum of Understanding recorded that 403 messengerial vacancies were identified and would be filled from the 1989 panel. Both panels were agreed to lapse on 31.03.1997. Thus, the Workman, who served less than 240 days in any 12-month block during the reference period, has no legal claim outside these settlements.

9. It is further argued that the Workman's case has already been considered under the five settlements. The settlements were time-bound and binding on both parties, hence, the Bank was not obligated to absorb all empanelled candidates. Sustaining panels beyond 31.03.1997 would contradict the settlements and constitutional principles (Articles 14 & 16), amounting to backdoor regularization.

10. The Hon'ble High Court in WP No.12964/94 has affirmed that such settlements are binding and temporary service does not create a right to regularization unless the Workman can show violation of a specific settlement term, which is not the case here. 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."*

11. Hence, the Workman's claim was held misconceived. Furthermore, if the panels were not allowed to lapse, it would undermine open recruitment processes, violating constitutional rights of other eligible candidates under Articles 14 and 16 of the Constitution as well as contrary to the settlements.

12. Similarly placed ex-temporary employees approached the High Court via WP No. 9206/1995. Though allowed by the Single Judge, the Division Bench reversed the decision in WA No. 86/1998. The Supreme Court subsequently dismissed SLP Nos. 11886-11888/1998, making the original judgment irrelevant.

13. The Workman (WW1) filed and relied on documents Ex.W1 to W17, including appointment letters, interview letters, and service certificates showing employment across various periods. The Respondent examined MW1, Sri Alluru Rama Rao, and produced 12 documents (Ex.M1–M12), including all five settlements, panel details, and judgments of the Hon'ble High Court and Supreme Court, conclusively supporting the Bank's position.

14. The Workman also cited various judicial precedents which shall be addressed in the relevant portion of this Award.

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

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

I. Whether the action of State Bank of India, Local Head Office, Hyderabad in terminating the services of Workman Sri K.B. Narasimha Raju, a Temporary/Messenger with effect from 31.3.1997 is justified?

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

Findings:-

17. Issue No.I:- The Workman alleged that 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 illegally. Further, he alleges that he has been terminated from service in violation of provision contained under Section 25 F of I.D. Act, 1947 and same is liable to be set aside.

18. On the other hand, Respondent counsel contended that Workman has not worked continuously for 240 days in any preceding calendar year and reference of the industrial dispute is not maintainable. Before examining the claim of the Workman on merit it would be apposite to have a glance on the relevant provision pertaining to retrenchment of workman under I.D. Act, 1947.

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

(a) voluntary retirement of the workman; or

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

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

(c) termination of the service of a workman on the ground of continued ill-health;"

In view of the definition of retrenchment, perused the record. The Workman claims that he had been terminated from the service of the Respondent in contravention of the provision of ID Act. The case of the Workman does not fall in any exclusive clause of section 2(oo). Therefore, he is included in the category of retrenchment as defined under section 2(oo) of the I.D.Act, 1947.

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;

Thus, in view of the above provision, Workman has to prove that he had worked with Respondent continuously for 240 days uninterruptedly in 12 months of a calendar year just preceding from data of his termination i.e., 31.3.1997. It is settled law that the initial burden of proof to prove the fact of 240 days of service in the 12 months of a calendar year just preceding from the date of termination, lies upon the Workman and he is duty bound to prove this factum by adducing oral as well as documentary evidence in support of his claim.

As regard burden of proof and calculation of 240 continuous working days, following decisions of Hon'ble Supreme Court are relevant as discussed here under:-

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."

19. Thus, in view of the law laid down by Hon'ble Apex Court as discussed above in respect of calculating the 240 days continuous service by workman as per provision under Section 25-F read with Section 25-B of the I.D. Act, 1947, we have to examine whether Workman herein 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 by his evidence.

20. In order to corroborate the averments made in claim statement, Petitioner has examined himself as WW1 and in his oral testimony WW1 has stated that he joined the service of Respondent at Main branch, Hyderabad on 2.9.1986 as a Messenger and worked continuously in various branches depending upon the availability of work and also as per the orders of bank officers till 31.3.1997. WW1 states that the Respondent has not given any advance notice to him before his termination and has not obtained prior permission from central government for his retrenchment and Respondent has not given him any order of termination. Further, WW1 states that he had worked at Hyderabad Main branch of the Respondent and Ex. W1 is the service certificate of the Petitioner worked for 47 days at main branch of Hyderabad. Ex. W2 is the Notification. Ex. W3 is the panel list. Ex. W4 is the Service Certificate for a period of 29 days dated 03.09.1993. Ex. W5 is the service certificate dated 10.2.1993 for a period of one month, upto 9.3.93. Ex.W6 is the Service certificate for 120 days from the period of 3.9.1993 to 31.12.1993 dated 9.02.1994. Ex.W7 is the service certificate of 29 days dated 03.09.1993. Ex. W8 is the Service certificate 78 days of from 01.01.1994 to 19.03.1994. Ex. W9 is the Service certificate of 190 days dated 28.03.1995. Ex. W10 is the Service Certificate of from the period 05.06.1996 to 06.05.1996 dated 6.05.1996. Ex. W11 is the Service certificate from the period of 5.7.1996 to 06.06.1996. Ex. W12 is the Service certificate from the period of 06.07.1996 to 05.08.1996 dated 06.07.1996. Ex. W13 is the Service Certificate dated 06.08.1996. Ex. W14 is the Service certificate from the period of 06.09.1996 to 05.10.1996. Ex. W15 is the Service certificate from the period of 6.10.1996 to 05.11.1996. Ex. W16 is the notification to employment exchange. Ex. W17 is the circular issued by the bank to the regional branches. Further, WW1 states that his service certificates are Ex.W4 to W15. Petitioner has filed document showing his service particulars which goes to establish that Petitioner has worked for 240 days just preceding from the date of his termination i.e., 31.3.1997 and that has not been contradicted or controverted by the Respondent by adducing any evidence in this regard. Witness testifies that all service certificates are the appointment orders to show that Petitioner worked at different branches of the Respondent Bank. Ex.W3 is the panel list showing his name in the panel for absorption. The service certificates are the proof that Petitioner had worked in the branches of Respondent management in different spells.

21. Further WW1 states that he worked for more than 240 days continuously in different spells in one year period of time and he worked for one month period continuously for each month at LHO, Hyderabad, for 189 days continuously during the period from 6th May, 1996 to 5th November, 1996, Ex.W10 to Ex.W15 are the certificates in this regard. Lastly, he had worked for 140 days from 10.11.1996 to 31.3.1997. Further, WW1 states that there were no complaints against him from any customers or officers of the Respondent throughout the period of his service. This Witness was cross examined by the Respondent counsel and in his cross examination the WW1 states that he was given appointment as a Messenger on temporary basis on 2.9.86 for a period of 47 days. Further, witness states that he was not sponsored by any employment exchange. Further, witness states that he did not work continuously and he used to work depending upon availability of work in the bank. Further, in reply to the question put by the Respondent counsel in cross examination, WW1 states that it is true that he did not work for 240 days in any year in his service. Further, witness states that it is not true to say that he never worked for 240 days in any year in his service as stated by him.

21. The documents filed by the Petitioner in support of his claim i.e., Ex.W10 to W15 are the service certificates issued by the Respondent branch bank to the Petitioner with regard to certify the working days of the Petitioner as temporary messenger in different branches of the Respondent bank for the period from 1986 upto 31.3.1997. The genuineness of these documents has not been challenged by the Respondent in his counter. Thus, these documents goes to show that after interview conducted by the Respondent Petitioner's name was empanelled for the appointment to permanent post subject to availability of vacancy in the bank.

22. Ex. W4 is the appointment letter dated 3.9.93 which goes to show that Petitioner was appointed as a temporary messenger at the office of the Respondent for a period of 29 days commencing from 3.9.93 to 1.10.93 subject to the terms as mentioned in the letter. As per the terms in the appointment letter the appointment of the Petitioner was purely temporary one for the period specified therein and he may be terminated at the discretion of the bank without assigning any reason and unless the employment is extended by written order, will come to an end on the expiry of the said term. Further, as per the terms and conditions of the said letter temporary appointment of the Petitioner has been made on account of sudden exigencies and that will not confer any right to Petitioner to claim for absorption in the bank's establishment in any category. Further, Ex.W11 to W15 were issued in the same way and similar conditions were mentioned therein. The documents filed by the Petitioner pertaining to his appointment as a temporary messenger as well as his working days certificate as a temporary messenger in the Respondent branch,

issued by Respondent goes to reveal that, Petitioner since his appointment as a temporary messenger had worked with Respondent bank from 1986 to March 1997 in different spells. Thus, on the basis of the service certificates and service particulars filed by Petitioner in evidence, it can be gathered that Petitioner had worked for more than 240 days just preceding from the date of his termination i.e., 31.3.1997 in a calendar year. The working days of the Petitioner in the Respondent bank has been shown in chart given below on the basis of documents filed by him.

Month	Working days
6.5.96 to 5.6.96	30
6.6.96 to 5.7.96	30
6.7.96 to 5.8.96	30
6.8.96 to 5.9.96	30
6.9.96 to 5.10.96	30
6.10.96 to 5.11.96	30
10.11.96 to 31.3.97	140
Total	320

Thus, sum of working days as shown in the above table is 320 days which is more than 240 working days as required under the provision of section 25F of the ID Act for continuous service.

23. However, Learned Counsel for Respondent bank has contended that the Petitioner has not worked continuously for 240 days in a calendar year with the Respondent and protection from termination is not available to Petitioner as per provision under section 25 F of I.D. Act, 1947. On going oral and documentary evidence available on record it manifest that Respondent had engaged the Petitioner as a temporary messenger in different spells as mentioned in his appointment letter during the total period of about 11 years. We may conclude from the documents filed in evidence on record, that the Respondent has created artificial breaks in the working days of the Petitioner in order to deprive him from completing 240 days of continuous service and in order to defeat social security provision under the I.D. Act, 1947. Moreover, Petitioner has been regularly engaged during the long period of 10 years by the Respondent as a temporary messenger and has created artificial breaks of few days or more in his engagement as employee. The conduct of Respondent in creating artificial breaks in engagement of workers is nothing but unfair labour practice adopted by Respondent in order to deprive the Petitioner from entitlement of any benefits of social security under the provision of I.D. Act, 1947. Thus, it can safely be concluded that Respondent with malafide intention has deliberately created artificial break in the employment of the Petitioner as a temporary messenger.

23. Thus, in view of the fore gone discussion and on going documentary and oral evidence on record I am of the view that the Workman had worked for 240 days continuously in 12 months of calendar year just preceding from the date of his termination i.e., 31.3.1997. Undisputedly, Respondent has not filed any document pertaining to the fact that 3 months notice was issued to the Petitioner as per provision contained under section 25N of the ID Act before termination of Petitioner for service by oral order w.e.f.1.4.1997. Further, there is no evidence on record to the fact that Respondent has paid any amount toward compensation. Therefore, oral termination order of the Petitioner from employment issued by Respondent with effect from 1.4.1997 is in contravention of provision contained under section 25N of the I.D. Act, 1947 and hence not sustainable in the eye of law.

In the case of **Shankar Bhimrao Kadam and others Vs. Tata Mototrs Limited, Bombay High Court in its** decision dated 28.2.2022 in Writ Petition No.5588 of 2017 have held:-

"52. I have independently assessed the entire oral and documentary evidence adduced before the Labour Court in these cases and upon analysis of the same, I have come to a firm conclusion that in hundreds of cases, the present Respondent has created a farcical picture by posing that the work allotted to the temporaries was limited only to the maximum extent of 7 months. As discussed above, the dedicated department for engagement of temporary workers, apparently kept a close watch on the duration of employment of these Petitioners and in a case like Balu Bapuji Shelke, who had put in 232 days in his first round and 238 days in his third round, his service was abruptly intercepted and he was disengaged. He had almost reached the figure of 240 days and was thrown out, after completing 238 days. This indicates that the Respondent-management has created an eye-wash and paper-work with the intention of creating evidence that no worker had completed 240 days. Even in Sunil Pralhad Khomane (supra), the learned judge of this court, after analyzing the entire evidence before him, concluded that the company has apparently misused Section 2(oo)(bb). For the reasons assigned by me and my esteemed brother in Sunil (supra), I

find that the said conclusion was justified and in all these cases in hands, Section 2(oo)(bb) will not be applicable. To hold otherwise, would create a mockery of Section 2(oo)(bb).

58. It cannot be ignored from the various rounds of temporary employments of these temporaries that after one disengagement, they used to look forward for the next appointment order. As expected, they used to receive such appointment orders. They used to perform their duties not only till the tenure mentioned in the appointment order was completed, but even upto reaching any duration between 225 days to 238 days in one single stint of temporary employment. None of the temporaries in such cases, ever received an appointment order that a particular temporary would work for 238 days or 236 days, etc. The maximum tenure was an appointment for 7 months. This was not the pattern followed in Mahindra & Mahindra Ltd., Nagpur (supra), inasmuch, as it was noticed by this court in the said case that the workers used to work in other factories during their disengagement and had actually approached the Industrial Court after about 9 to 23 years."

Similarly, in the present case Respondent has issued number of appointment letters to engage the Workman for the work in different spells for his employment in its branches. The practice of Respondent management of issuance of the appointment letters in different spells for this engagement of the Petitioner Workman during the whole period for more than ten years clearly manifest that Respondent management has adopted unfair labour practice in order to deprive the Workman from availing social security benefits accruing to him under the provision of Industrial Disputes Act, 1947.

24. On the other hand, Respondent in evidence has examined MW1 witness Sri Aluru Rama Rao who has reiterated the contention made in the counter regarding engagement of working days of the Workman. He has stated that there is a procedure for appointment of messengers/non-messengers in the bank on regular basis. Petitioner was not sponsored by any employment exchange. He did not undergo the regular process of selection required for appointment as a regular 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 not terminated from service by the bank. 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. Further, this witness was cross examined by the Petitioner Counsel and in his cross examination witness MW1 states that he do not know the Petitioner individually and he did not give any appointment order either temporarily casually or whatever it is in the capacity of Personnel Officer Zonal office, Hyderabad module. Further, witness states in cross examination that since they are casual and temporary Workers they were not appointed after 31.3.1997 as all available vacancies were filled in by that time with the available panels. As there were no available vacancies and the panels were lapsed hence, the bank could not absorb any of these people in a regular basis. The Learned Counsel for Respondent has further contended that the Petitioner witness WW1 in his statement has admitted that he has not completed 240 days in any year therefore his termination from employment is not in contravention of the provision of section 25 F.

25. Perused the record. Petitioner witness WW1 in his statement in chief has categorically stated that he had worked for more than 240 days continuously in different spells in one year period of time and he worked for one month period continuously for each month at LHO, Hyderabad, for 189 days continuously during the period from 6th May, 1996 to 5th November, 1996, Ex.W10 to Ex.W15 are the certificates in this regard. Lastly, he had worked for 140 days from 10.11.1996 to 31.3.1997. Whereas in the cross examination witness WW1 stood firm in respect of his statement given in chief examination. However, at one place in cross examination in reply to the question he had given the statement that it is true that he did not work for 240 days in any year. But in the suggestions given by Respondent counsel witness has stated that it is not true to say that he had never worked for 240 days in any year as stated by him. It is settled law that the statement of any witness cannot be read in isolation and the whole statement has to be taken into consideration while appreciating the evidence in the case. Whereas the claim of the Petitioner that he had worked for more than 240 days in a calendar year with the Respondent is fully corroborated by oral and documentary evidence produced by the Petitioner. Therefore, the contention of the Respondent in view of the above is not tenable. Further, documents filed by the Petitioner in evidence goes to reveal that during the period from 1986 upto the date of his termination i.e., 31.3.1997 workman had been engaged by Respondent for the work on number of times with the breaks, that goes to manifest that there was the work available in the Respondent bank and also need of engagement of the Workman. Therefore, the Workman was engaged by Respondent management on number of times during the long period of more than 10 years and artificial breaks in the employment of Petitioner has been created by the Respondent intentionally and deliberately in order to deprive the workman from the social security benefit provided under the ID Act. Therefore, in view of the above, the contention of the Respondent is not tenable.

Respondent has cited number of decisions of Hon'ble Apex Court and Hon'ble High Courts which are being discussed as hereunder:-

In the case of **Bholaram vs. PO, Labour Court Ambala & ors CWP No.4784/2010** dated 2.6.2011, of Hon'ble High Court of Punjab & Haryana, wherein Hon'ble High Court have held that Petitioner is directed to be reinstated in the service with 50% of back wages.

Further, in the case of **Kuldeep Singh vs. G.M., Instrument Design D & F., DOD, dated 3.12.2010,** the facts of the case are that the Petitioner Kuldeep, the workman was appointed as a Data Entry Operator on daily wages on 8.10.1990 and he worked as such till 28.11.1991 and thereafter on adhoc basis and worked upto 26.5.1992 without any break when his services were terminated by the employer. The Respondent management, according to Petitioner, no notice or compensation in lieu thereof, was given for terminating his services though he had worked for 240 days in the preceding 12 months. In that case Hon'ble Supreme Court have held that the management has terminated the services of the Petitioner workman without complying the provision of Sec.25F of the I.D.Act, 1947 and the said order is illegal, null and void deserves to be set aside, and ordered reinstatement of the Appellant workman with consequential service benefits without back wages within a period of eight weeks.

Further, in the case of **State of Karnataka vs. Uma Devi Civil Appeal No.3595-3612 of 1990 dated 10.4.2006,** therein Constitutional Bench of Hon'ble Supreme Court have held,

"15. We have already indicated the constitutional scheme of public employment in this country, and the executive, or for that matter the Court, in appropriate cases, would have only the right to regularize an appointment made after following the due procedure, even though a non-fundamental element of that process or procedure has not been followed. This right of the executive and that of the court, would not extend to the executive or the court being in a position to direct that an appointment made in clear violation of the constitutional scheme, and the statutory rules made in that behalf, can be treated as permanent or can be directed to be treated as permanent.

……..

44. One aspect needs to be clarified. There may be cases where irregular appointments (not illegal appointments) as explained in S.V.NARAYANAPPA (supra), R.N. NANJUNDAPPA (supra), and B.N. NAGARAJAN (supra), and referred to in paragraph 15 above, of duly qualified persons in duly sanctioned vacant posts might have been made and the employees have continued to work for ten years or more but without the intervention of orders of courts or of tribunals. The question of regularization of the services of such employees may have to be considered on merits in the light of the principles settled by this Court in the cases above referred to and in the light of this judgment. In that context, the Union of India, the State Governments and their instrumentalities should take steps to regularize as a one time measure, the services of such irregularly appointed, who have worked for ten years or more in duly sanctioned posts but not under cover of orders of courts or of tribunals and should further ensure that regular recruitments are undertaken to fill those vacant sanctioned posts that require to be filled up, in cases where temporary employees or daily wagers are being now employed. The process must be set in motion within six months from this date. We also clarify that regularization, if any already made, but not subjudice, need not be reopened based on this judgment, but there should be no further by-passing of the constitutional requirement and regularizing or making permanent, those not duly appointed as per the constitutional scheme."

Thus, in the above cited decision Hon'ble Apex Court has laid down guidelines for deciding the question of regularization of the services of the employees. Further, as regard other decisions of Hon'ble Court filed by the Petitioner in support of his argument, therein, the Hon'ble Supreme Court has laid down the principle that the termination of the employee in contravention of the provision of Sec.25F of I.D. Act, 1947 is illegal and null and void and liable to be set aside.

Moreover, Hon'ble Supreme Court in the case of **Anoop Sharma vs. Exec. Engineer Public Health Division dated 9.4.2010, Civil Appeal No.3478 of 2010** have held**:-**

"15. In State Bank of India v. N. Sundara Money *(supra), the Court emphasised that the workman cannot be retrenched without payment, at the time of retrenchment, compensation computed in terms of Section 25-F(b).*

16. The legal position has been beautifully summed up in Pramod Jha v. State of Bihar *(supra) in the following words:*

"The underlying object of Section 25-F is twofold. Firstly, a retrenched employee must have one month's time available at his disposal to search for alternate employment, and so, either he should be given one month's notice of the proposed termination or he should be paid wages for the notice period. Secondly, the workman must be paid retrenchment compensation at the time of retrenchment, or before, so that once having been retrenched there should be no need for him to go to his employer demanding retrenchment compensation and the compensation so paid is not only a reward earned for his previous services rendered to the employer but is also a sustenance to the worker for the period which may be spent in searching for another employment. Section 25-F nowhere speaks of the retrenchment compensation being paid or tendered to the worker along with one month's notice; on the contrary, clause (b) expressly provides for the payment of compensation being made at the time of retrenchment and by implication it would be permissible to pay the same before retrenchment. Payment or tender of compensation after the time when the retrenchment has taken effect would vitiate the retrenchment and non-compliance with the mandatory provision which has a beneficial purpose and a public policy behind it would result in nullifying the retrenchment.

17. If the workman is retrenched by an oral order or communication or he is simply asked not to come for duty, the employer will be required to lead tangible and substantive evidence to prove compliance of Clauses (a) and (b) of Section 25-F of the Act."

Thus, in view of the fore gone discussion and principle laid down by the Hon'ble Apex Court as discussed above, we arrive at conclusion that services of workman has been terminated by the Respondent in violation of provision of I.D. Act, 1947 and hence not sustainable in the eye of law.

Therefore, Issue No.I is answered in favour of the Workman and against the Respondent.

26. **Issue No.II:**- In view of the discussion and finding given at Issue No.I, it is established that the Workman had worked for more than 240 days in a calendar year just preceding from the date of termination. Respondent has not issued any notice under Sec.25 N of I.D.Act, 1947 before termination of workman and has not paid any compensation as per provision contained under Sec.25 F of the I.D.Act, 1947. Therefore, the termination of Petitioner from service vide oral order dated 31.3.1997 by the Respondent is in contravention of the provision contained under Section 25-F of the I.D. Act, 1947 and is illegal and not justified and liable to be set aside.

27. Now, let us see whether workman is entitled for reinstatement in the service or for any other relief.

In this context the reference of decision of Hon'ble Supreme Court is relevant. In **Ashok Kumar Sharma Vs. Oberoi flight Services AIR 2010 SCC page 502** Hon'ble Supreme Court have held:-

8. In the case of Sita Ram V. Moti Lal Nehru Farmers Training Institute2 this Court considered the matter thus:

"21. The question, which, however, falls for our consideration is as to whether the Labour Court was justified in awarding reinstatement of the appellants in service.

22. Keeping in view the period during which the services were rendered by the Respondent (sic appellants); the fact that the Respondent had stopped its operation of bee farming, and the services of the appellants were terminated in December 1996, we are of the opinion that it is not a fit case where the appellants could have been directed to be reinstated in service.

23. Indisputably, the Industrial Court, exercises a discretionary jurisdiction, but such discretion is required to be exercised judiciously. Relevant factors therefor were required to be taken into consideration; the nature of appointment, the period of appointment, the availability of the job, etc. should weigh with the court for determination of such an issue.

24. This Court in a large number of decisions opined that payment of adequate amount of compensation in place of a direction to be reinstated in service in cases of this nature would subserve the ends of justice. (See Jaipur Development Authority v. Ramsahai [(2006) 11 SCC 684], M.P. Admn. v. Tribhuban [(2007) 9 SCC 748] and Uttaranchal Forest Development Corpn. v. M.C. Joshi [(2007) 9 SCC 353])

25. Having regard to the facts and circumstances of this case, we are of the opinion that payment of a sum of Rs. 1,00,000 to each of the appellants, would meet the ends of justice. This appeal is allowed to the aforementioned extent. In the facts and circumstances of this case, there shall be no order as to costs."

9. The afore-referred two decisions of this Court and few more decisions were considered by us in the case of Jagbir JT 2008 (3)SC622 Singh V. Haryana State Agriculture Marketing Board3 albeit in the context of retrenchment of a daily wager in violation of section 25F of Industrial Disputes Act who had worked for more than 240 days in a year and we observed thus:

"7. It is true that earlier view of this Court articulated in many decisions reflected the legal position that if the termination of an employee was found to be illegal, the relief of reinstatement with full back wages would ordinarily follow. However, in recent past, there has been a shift in the legal position and in long line of cases, this Court has consistently taken the view that relief by way of reinstatement with back wages is not automatic and may be wholly inappropriate in a given fact situation even though the termination of an employee is in contravention to the prescribed procedure. Compensation instead of reinstatement has been held to meet the ends of justice."

Further, in the case of **State of Himachal Pradesh vs. Suresh Kumar Verma & anr. 1996 AIR 1565, three Judge Bench of Hon'ble Apex Court** have held**:-**

"It is settled law that having made rules of recruitment to various services under the State or to a class of posts under the State, the State is bound to follow the same and to have the selection of the candidates made as per recruitment rules and appointments shall be made accordingly. From the date of discharging the duties attached to the post the incumbent becomes a member of the services. Appointment on daily wage basis is not an appointment to a post according to the Rules.

It is seen that the project in which the Respondents were engaged had come to an end and that, therefore, they have necessarily been terminated for want of work. The Court cannot give any directions to re-engage them in any other work or appoint them against existing vacancies. Otherwise, the judicial process would become other mode of recruitment de hors the rules.

Mr. Mahabir Singh, learned counsel for the Respondents contended that there was an admission in the counter affidavit filed in the High Court that there were vacancies and that, therefore, the Respondents are entitled to be

continued in service. We do not agree with the contention. The vacancies require to be filled up in accordance with the rules and all the candidates who would otherwise eligible are entitled to apply for when recruitment is made and seek consideration of their claims on merit according to the Rules for direct recruitment along with all the eligible candidates. The appointment on daily wages cannot be a conduct pipe for regular appointments which would be a back-door entry, detrimental to the efficiency of service and would breed seeds of nepotism and corruption. It is equally settled law that even for Class IV employees recruitment according to rules is a pre-condition. Only work-charged employees who perform the duties of transitory nature are appointed not to a post but are required to perform the work of transitory and urgent nature so long as the work exists. One temporary employee cannot be replaced by another temporary employee."

Thus, in view of the law laid down by the Hon'ble Apex Court as discussed above in the matter at hand, the Workman has been terminated long back in the year 1997 from the service by the Respondent in contravention of the provision contained under Section 25-F. He was working as a temporary messenger and had not worked against a regular permanent or sanctioned post. Moreover, a period of 25 years has already been elapsed since termination of Petitioner from Respondent service. As per record, Petitioner had worked as temporary workman for a period of 10 years i.e., from 1987 to 1997 in the Respondent employment in different spells. Therefore, keeping in view the nature of appointment and period of his employment and in the facts and circumstances of the case the award of compensation instead of direction for reinstatement in the service would be appropriate relief and that will subserve the end of justice. Thus, in view of the above the Workman in this case is entitled for compensation instead of direction for reinstatement into service.

28. Now question arises how much compensation would meet ends of justice. In view of the circumstances of the case, Workman has served in the service of the Respondent management from 1986 to 1997 in different spells and has also gone under physical and mental agony during long period of litigation for more than 24 years at different levels. In the opinion of the court payment of a sum of Rs.2,00,000/- as lumpsum compensation to the Workman would meet the ends of justice. Therefore, the claim statement is partly allowed.

29. However, the learned counsel for petitioner has also argued that the petitioner Workman is entitled for regularization in the employment of the respondent management on the basis of his empanelment in the waiting list for regularization. Therefore, the petitioner is entitled for regularization in the service of the management.

31. Perused the record. Petitioner has filed the claim statement with the averment that Petitioner had worked in the respondent bank in different spells from 2.9.1986 till 31st March 1997. But the respondent has terminated his services without assigning any valid reason. Further, it is alleged that respondent has retained his juniors in his services and respondent has failed to take prior permission from government for any retrenchment. In the claim statement there is no iota of the pleading regarding regularization of Petitioner in the service of the respondent management. Further, in the relief clause of claim statement Petitioner has not mentioned prayer for the regularization in the respondent employment. The relief clause of the claim statement reads out as here under:-

"To direct the management to reinstate and absorb the workman in the service of the bank and grant all incidental and consequential benefits of reinstatement, back wages, continuity of service etc..."

Thus, in the absence of any pleading and evidence in support of Petitioner's claim of regularization in the employment of respondent, the plea in respect of regularization is not maintainable.

In this context I would like to make reference of the decision of Supreme Court in the case of **Ram Sarup Gupta(dead) by LRs v. Bishun Narain Inter College and others 1987 AIR 1242**. In this case Hon'ble Supreme Court have held:-

"It is well settled that in the absence of pleading, evidence, if any, produced by the parties cannot be considered. It is also equally settled that no party should be permitted to travel beyond its pleading and that all necessary and material facts should be pleaded by the party in support of the case setup by it. The object and purpose of pleading is to enable the advisory party to know the case it has to meet. In order to have a fair trial it is imperative that the party should state the essential material facts so that other party may not be taken by surprise."

Hon'ble Supreme Court in several decisions have reiterated that evidence not supported by the pleadings is not generally admissible. Therefore, in view of law laid down by Hon'ble Apex Court the evidence presented by WW1 in respect of the claim of regularization in the employment is not admissible as there is no pleading in the claim statement of the Petitioner to this effect. Therefore, in view of the above, the plea regarding regularization is not tenable.

This issue is answered accordingly.

AWARD

The action of the management of State Bank of India, Local Head Office, Hyderabad in terminating the services of Sri K.B. Narasimha Raju, Temporary Messenger, with effect from 31.3.1997 is held not justified. Therefore, termination order dated 31.3.1997 is hereby set aside. Respondent is directed to pay compensation of

Rs.2,00,000/- (Rupees two lakhs) to the workman within two months from the date of receipt of this award. 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 16th day of April, 2026.

IRFAN QAMAR, Presiding Officer

Appendix of evidence

Witnesses examined for the Petitioner	Witnesses examined for the Respondent
WW1: Sri K.B. Narasimha Raju	MW1: Sri Aluru Rama Rao

Documents marked for the Petitioner

Ex.W1:	Photocopy of Service certificate of the Petitioner
Ex.W2:	Photocopy of Notification
Ex.W3:	Photocopy of panel list
Ex.W4:	Photocopy of Service certificate dt. 03.09.1993
Ex.W5:	Photocopy of service certificate dt. 10.2.1993
Ex.W6:	Photocopy of Service certificate dt. 9.02.1994
Ex.W7:	Photocopy of Service certificate dt. 03.09.1993
Ex.W8:	Photocopy of Service certificate dt.21.3.94
Ex.W9:	Photocopy of Service certificate dt. 28.03.1995
Ex.W10:	Photocopy of Service certificate dt. 6.05.1996
Ex.W11:	Photocopy of Service certificate dt.6.6.96
Ex.W12:	Photocopy of Service certificate dt.6.7.96
Ex.W13:	Photocopy of Service certificate dt. 06.08.1996
Ex.W14:	Photocopy of Service certificated dt. 6.9.96
Ex.W15:	Photocopy of Service certificate dt: 8.10.1996
Ex.W16:	Photocopy of Notification calling for through employment exchange.
Ex.W17:	Photocopy of Circular issued by the bank to the regional branches

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. 903.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार **भारतीय स्टेट बैंक** के प्रबंधतत्र, संबद्ध नियोजकों और उनके कर्मकारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय **हैदराबाद** के पंचाट (72/2001) प्रकाशित करती है।

[सं. एल –12012/516/2000-आई आर (बी- I)]

सलोनी, उप निदेशक

New Delhi, the 8th May, 2026

S.O. 903.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. 72/2001*)* of the *Cent.Govt.Indus.Tribunal-cum-Labour Court Hyderabad* as shown in the Annexure, in the industrial dispute between the management of State Bank of India and their workmen.

[No. L-12012/516/2000- 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. 72/2001

Between:

Sri B. Satyanarayana,

S/o B. Lingaiah,

H.No. 1-2-48/94,

Gaganmahal Road,

Devi Prasadbagh,

Domalaguda,

Secunderabad-500029.

… Petitioner

And

The Asst. General Manager,

(Personnel & HRD Depratment),

Local Head Office,

Bank SP Street,

Koti,

Hyderabad(A.P).

…..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-12012/516/2000-IR(B.I) dated 13.06.2001 referred the following dispute under section 10(1)(d) of the I.D. Act, 1947 requiring this forum to decide the question:

SCHEDULE

"Whether the action of the management of State Bank of India, Local Head Office, Hyderabad in terminating the services of Sri B. Satyanarayana, Temporary/Non-Messenger, SBI w.e.f 31.03.97 is justified? If not, what relief the applicant is entitled?"

After receipt of the reference, it was numbered as ID No. 72/2001 and notices were issued to both the Workman and the management.

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

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

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

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

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

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

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

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

3. The factual matrix of instant industrial dispute as narrated by the Workman in his claim statement are that, the Workman joined in the service of the management institution as Messenger from 1986 to 1997, and has rendered unblemished service spreading over a period of about 11 years. The Respondent has terminated services of Workman by oral orders with effect from 1.4.1997. Further, it is submitted that the management of Respondent bank decided to give a chance to temporarily employed personnel "found suitable for permanent appointment" by wait- listing them by offering permanent appointment or waitlisting till such opportunity arises.

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

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

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

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

impression that their cases will be considered for regularization and were living on the basis of the said reasonable expectation. Unfortunately, contrary to the aforesaid directions given by the High Court and contrary to the settlements entered into between the parties, the bank issued proceedings dated 25.3.1997, dated 27.3.1997 and 31.3.1997 instructing the various authorities of the Management not to continue the temporary employees those who are in services of the bank from 1.4.97. The said order was followed by the Management. Aggrieved by the said action the Workman herein and similarly situated candidates have filed a writ petition before the Hon'ble High Court and by way of Writ Petition No.9206/97 seeking a declaration that the proceedings issued by the Deputy General Manager and the Assistant General Manager (Respondents 3,4 and 5 therein) on 25.3.97, 27.3.97 and 31.3.97 as illegal and also non-continuance of the Workmen therein in service by absorbing them in the services of the bank as violative of Section 2(p) and 18(1) read with Rule 58 of Central Rules and sought for specific direction to the bank to absorb them in service.

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

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

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

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

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

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

10. The Workman submits that the bank also referred a subsequent settlement dated 9.1.1991 wherein there is a clause to the effect- that the panel of temporary employees and the panel of daily wage employees will be operated to a particular period. Therefore, their cases will not be considered. The Management herein relying upon this settlement in their impugned action. It is submitted that even the settlement dated 9.1.1991 will not empower the management to terminate the services of the temporary employees who are working in the bank services like the Workman herein as it does not specify the termination of the employees. In fact there are so many vacancies wherein the Management has engaged several new persons as temporary messengers/ attendars/ sweepers etc., even after the judgment of

Hon'ble High Court without considering the cases of the similarly situated candidates like the Workman herein. It is submitted inspite of engaging fresh candidates as is now being done by the Management they would have continued the similarly situated candidates like the Workman herein in the services of the bank and consider their cases for absorption in view of the circulars issued by Central Government as well as the directions of this Hon'ble Court in Writ Petition No.4194/97, dated 5.3.97. In view of the circulars issued by the Central Government, the Management should not have relied upon the settlement dated 9.1.1991. Hence, the impugned action of the Management is illegal, unjust, violative of fundamental rights such as Articles 14,16 and 21 of the Constitution of India.

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

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

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

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

15. Discussions were held and on 17.11.1987 an agreement was signed between the federation and the Management bank under Sec. 2(p) read with Sec 18(1) of the Industrial Disputes Act, 1947 read with Rule 58 of Industrial Disputes (Central) Rules 1957. A copy of the said settlement dated 17.11.87 which may be herein after referred as first settlement is filed and 4 categories were made as it has already been mentioned in the claim statement above, it need not be repeated here. In the first settlement, it was agreed that the temporary employees as categorized

would be given a chance for being considered for permanent appointment in the bank's service against the vacancies which are likely to arise during the period 1987 to 1991. On 16.7.88 second settlement was arrived between the Federation and the Bank whereby it was agreed to substitute the period of consideration of vacancies as 1987 to 1992 in place of 1987 to 1991 as contemplated under the first settlement dated 17.11.1987. This is the second settlement. A 3rd settlement was entered into on 27.10.88 and it was agreed that the bank's service against the vacancies likely to arise from 1988 to 1992 was to be considered. Government of India vide its letter dated 16.8.90 issued guidelines to all the public sector banks with regard to recruitment and absorption of temporary employees in public sector banks. The said guidelines were issued to implement on the lines of approach paper on the issue provided by a committee constituted in this regard. Government of India guidelines made it clear that all the public sector banks may follow the provisions laid down in the approach paper. The approach paper specified that the cases of temporary service in 12 consecutive months and who are entitled to benefit of Sec.25F of the Industrial Disputes Act, 1947 may be decided by entering into a settlement with the representative union. In respect of temporary employees who had put in less than 240 days of service in 12 consecutive months or less, a settlement could be avoided and however if the Management so desired they could enter into a conciliation settlement with the representative union. In para. 6(h) it is mentioned that only those temporary employees who had put in temporary service of 90 days or more days after 1.1.82 would be eligible for considering under the scheme. Although the Government guidelines envisaged for a settlement in respect of employees who had put in temporary service of 90 days or more days, the bank by way of a further concession entered into settlements. Even in respect of those who had put in less than 90 days and also the bank went a step further and said those persons who are working after 1975 were also considered. Hence, there was a genuine effort on the part of the Respondent bank to provide as many as possible jobs subject to the availability of the vacancies. However, para 6 (k) of the approach paper made it clear that it is a one time, exercise in full and final, settlement of all the claims and disputes for the past period, in respect of temporary workmen covered by the settlement. Another settlement was entered on 9.1.91 herein after referred as 4th settlement and the time limit was extended upto 1994 and separate panel was prepared for temporary employees, casual/daily wagers. It was agreed that while vacancies arising between 1988 to 1994 in respect of temporary employees and in respect of casual/daily wagers, they can be considered for the vacancies arising between 1995-96 only.

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

17. Respondent contended that, in fact, the case of the Workman can be considered under all the five settlements having got his case considered under provisions of these settlements. All the other provisions and terms of the settlements are also binding on him/her. The Management bank has not violated any of the provisions of the terms of the said settlement. That the very preparation and maintenance of panel is in compliance of the terms agreed under these settlements. These settlements were time bound and they ceased to exist on 31.3.1997. That the bank has never promised that all the candidates in the panel will be absorbed. In the advertisement itself it was made clear that candidates will be considered for absorption in the vacancies that may arise upto 1992. Keeping alive the panels after 31.3.1997 is contrary to the settlements arrived between the State Bank of India Staff Federation and the Management bank. That the settlements are binding on the parties. The Workman is also bound under the terms of the said settlement. The settlement does not suffer from any ambiguity as their language is very clear. The right under the settlements is to give them a chance to be considered for future appointment in the bank's services against the

vacancies likely to arise. The settlements were effected to balance the expectations of the temporary employees to be absorbed in permanent service as against the constitutional rights for all eligible persons to be considered for employment every time a vacancy arises. That the alleged dispute including the demand for reinstatement has to be decided in this context. It is submitted that the period of panel list got expired on 31.3.97 and it is an integral term of the settlement and cannot be modified in any proceedings under the law. These temporary employees who unfortunately could not be accommodated for want of vacancies have no further rights to be considered for regularization. That the Hon'ble High Court in WP No.12964/94, held as follows, "It is needless to state that the settlement arrived at between the All India State Bank of India Staff Federation which, is the majority union and the bank Management is binding on the Workmen also. It is not at all the case of the Workman that any of the terms of the settlement has been violated by the bank's Management. If the Workman had worked in the bank on part-time basis before 31.5.94, that itself would not vest in him a right to claim that his services should be regularized on permanent basis against a full time cadre post. The claim put forth by the Workman in the present petition is therefore misconceived and not tenable. However, it is open to the Workman to claim any right which flows from the settlement between the union and the bank Management. As already pointed out that it is not the grievance of the Workman that some right which has flown from the settlement in favour of the Workman has been denied by the bank Management. Therefore, I do not find any ground, let alone substantial ground, to grant the kind of relief sought for by the Workman. Writ Petition fails and is accordingly dismissed. No costs."

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

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

20. In order to fortify his claim Workman has examined himself as WW1 and also filed documents in evidence which has been exhibited as Ex.W1 to W12. Further, the Workman has filed photocopies of documents in support of his claim which are discussed as under:-

Ex. W1 is the Service Certificate. Ex. W2 is the Notification. Ex. W3 is the Interview call letter. Ex. W4 is the Service Certificate. Ex. W5 is the Service Certificate. Ex. W6 is the Service Certificate. Ex. W7 is the Service Certificate. Ex. W8 is the Service Certificate. Ex. W9 is the Service Certificate. Ex. W10 is the Service Certificate. Ex. W11 is the letter to employment exchange by Respondent. Ex. W12 is the Circular letter dated 14.07.1999.

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

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

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

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

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

I. Whether the 1st settlement dated 17.11.1987, 2nd settlement dated 16.7.1988, 3rd settlement dated 27.10.1988, 4th settlement dated 9.1.1991 and 5th settlement dated 30.7.1996 entered into between State Bank of India and All India State Bank of India Staff Federation and also Memorandum of Understanding are binding upon both the parties?

II. Whether the action of State Bank of India, Local Head office in terminating the services of Workman Sri B. Satyanarayana, 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 of Section 25-F read with Section 25-B of the I.D. Act, 1947.

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

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

"I was not sponsored by any Employment Exchange. I did not undergo the regular process of selection before my engagement as temporary Messenger in the branch."

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

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

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

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

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

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

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

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

35. **Point No.III**:- In this context, the Workman has contended that the management failed to implement the selected panels during its valid tenure. The management adopted the back door methods contrary to the settlements and filled up the vacancies. The same is evident from the proceedings dated 18.11.1993 a copy of the same is filed in the material papers and the same may be read as part of the claim statement. Further, it is submitted that management has to adhere the procedure issued by the Central Government, the instructions dated 16.8.1990 in the year 1995, but same was not followed in the year 1997 despite there being vacancies. The management has followed the procedure of

calling candidates through employment exchange instead of giving chance to the empanelled candidates like the Workman herein. The management sent call letters to the similarly situated candidates like the Workman in the month of June 1997 subsequent to issuance of impugned termination orders. After knowing the fact that they are litigating the issue by way of dispute, the management has refused to engage those candidates, the copies of call letters issued are filed herein along with claim petition. The Workman herein reiterates that the panels are meant for absorption but not for termination. In view of the same a duty is cast upon the Respondent management to engage the empanelled candidates like the Workman herein even in temporary vacancies till they are absorbed permanently in regular vacancies.

36. On the other hand, Respondent has contended that the Federation approached Regional Labour Commissioner (Central) for implementation of bipartite settlement in respect of the absorption of temporary employees. The Regional Labour Commissioner (Central) conducted conciliation proceedings and agreement was arrived at between the Federation and the Management bank. It is submitted that it was agreed between the Federation and the Management that both the panels of temporary employees and daily wagers /casual labour would be kept alive upto March, 1997 and the vacancies as agreed to under the afore set out settlements will be filled from both the lists concurrently. A copy of the conciliation proceedings dated 9.6.1995 signed by the parties to the dispute is filed as a material paper. Further, it is submitted that the settlement was arrived at and an agreement was signed between the Federation and the Management bank on 30.7.1996 under Section 2(p) read with Section 18(1) of the Industrial Disputes (Central) Rules 1957 which is binding on the parties. A copy of this agreement which hereinafter may be referred to as 5th settlement for brevity, is also filed as a material paper. The 5th settlement dated 30.7.1996 whereunder the earlier four settlements dated 17.11.1987, 16.7.1988, 27.10.1988 and 9.1.1991 were also referred, it was agreed to, by the Federation and the Management bank that both the panels of temporary employees and daily wagers/casual employees will be kept alive upto March, 1997 for filling the vacancies existing/arrived at as on 31.12.1994 as per the norms agreed to between the bank and Federation and that thereafter the said panels would lapse. It was also agreed that within the framework of the above settlements the modalities about drawing names from either the panel of temporary employees or the panel of daily wagers and casual labour would be decided administratively on circle to circle basis depending upon the local requirements in consultation with the Federation's affiliate by the Circle management. It was further agreed that all messenger real vacancies/positions in the subordinate cadre including part-time attendants specifically provided as leave reserve will be filled by the end of 31.3.1997. Further, Respondent contended that on 27.2.1997 a memorandum of understanding was also signed between the Federation's affiliate and the bank management regarding the fact that the exercise of identifying the messengerial vacancies as on 31.12.1994 has since been completed by central office and thereby 403 messengerial vacancies were sanctioned to the circle of the Management bank and it was agreed that these vacancies may be filled from 1989 panel of temporary employees after effecting conversion from full time non-messengerial staff in the usual manner and the agreement was reached upon. Further, it was agreed between the Federations affiliate and the management bank that in terms of the settlement dated 30.7.1996 both the panels of temporary employees and daily wagers /casual employees would lapse on 31.3.1997.

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

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

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

conditional right they had came to an end with the expiry of the panel. The claim of the Respondents, as contained in the writ petition was thus misconceived and therefore the learned single Judge and the Division Bench, when it first decided the appeal, were right in dismissing the writ petition and the appeal respectively."

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

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

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

" I applied for appointment as Messenger, in response to the advertisement issued by the bank and the union in the year 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 has laid down principle regarding regularization of the Workman on permanent posts. Hon'ble Supreme Court have laid down the prepositions of regularization of the workmen to permanent post is as under:-

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

47. On the other hand, in support of his contention Respondent has examined witness MW1 and MW1 in chief examination states that, Settlements i.e., on 17.11.1987, 16.7.1988, 27.10.1988, 9.1.1991 were entered into between the SBI and SBI Staff Federation for filling up of the vacancies that arise up to 1994 for those temporary employees who has worked on scale wages. Further, MW1 states that two different panels for messengers and non-messengers as per the eligibility criteria prescribed by the bank. There are four modules in Andhra Pradesh and they are Hyderabad, Tirupathi, Vijayawada and Visakhapatnam. MW1 states that the temporary employees so empanelled were given permanent absorption depending upon the vacancies so arise strictly in terms of the settlement. MW1

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

This point is answered against the Workman.

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

This Point is answered accordingly.

AWARD

In view of the fore gone discussion, it is held that the action of the Respondent bank in terminating the services of Sri B. Satyanarayana, 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 Smt. K. Phani Gowri, Personal Assistant, transcribed by her, corrected and signed by me on this the 23rd day March, 2026.

IRFAN QAMAR, Presiding Officer

Appendix of evidence

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

Documents marked for the Petitioner

Ex.W1:	Photocopy of Service Certificate
Ex.W2:	Photocopy of Notification
Ex.W3:	Photocopy of call letter for interview
Ex.W4:	Photocopy of Service Certificate
Ex.W5:	Photocopy of Service Certificate
Ex.W6:	Photocopy of Service Certificate
Ex.W7:	Photocopy of Service Certificate
Ex.W8:	Photocopy of Service Certificate
Ex.W9:	Photocopy of Service Certificate
Ex. W11:	Photocopy of letter to employment exchange by Respondent
Ex.W12:	Photocopy of Circular letter dated 14.07.1999

Documents marked for the Respondent

Ex.M1:	Photocopy of settlement between Respondent and All India State Bank of India Staff Federation dt.17.11.87
Ex.M2:	Photocopy of settlement between Respondent and All India State Bank of India Staff Federation dt.16.7.88
Ex.M3:	Photocopy of settlement between Respondent and All India State Bank of India Staff Federation dt.27.10.1988
Ex.M4:	Photocopy of settlement between Respondent and All India State Bank of India Staff Federation dt.9.1.1991
Ex.M5:	Photocopy of conciliation proceedings before the Regional Labour Commissioner(C) dt.9.6.1995
Ex.M6:	Photocopy of settlement between Respondent and All India State Bank of India Staff Federation dt.30.7.1996
Ex.M7:	Photocopy of Memorandum of understanding dt. 27.1.1997
Ex.M8:	Photocopy of statements giving the particulars of 1989 messenger panel.
Ex.M9:	Photocopy of statement of 1989 Non-messenger panel
Ex.M10:	Photocopy of statement of 1992 panel
Ex.M11:	Photocopy of order of Hon'ble High Court in WA No.86/98 dt. 1.5.98
Ex.M12:	Photocopy of order in SLP No.11886-11888 of 1998 dated 10.8.98

नई दिल्ली, 13 मई, 2026

का.आ. 904.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार स्टेट बैंक ऑफ इंदौर (अब स्टेट बैंक ऑफ इंडिया) के प्रबंधतत्र, संबद्ध नियोजकों और उनके कर्मकारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय जबलपुर के पंचाट (187/1998) प्रकाशित करती है

[सं. एल –12012/337/1997-आई आर (बी- I)]

सलोनी, उप निदेशक

New Delhi, the 13th May, 2026

S.O. 904.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. 187/1998*)* 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 Indore (now State Bank of India) and their workmen.

[No. L-12012/337/1997- IR (B-I)]

SALONI, Dy. Director

ANNEXURE

THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL, JABALPUR

NO. CGIT/LC/R/187/1998

Present: P.K.Srivastava

H.J.S.(Retd.)

The General Secretary,

Daily Wages Bank Employees Association,

Hardev Niwas,

9, Sanwer Road, Ujjain

Workman

Versues

The Managing Director,

State Bank of Indore, Head Office,

5, Yeshwant Niwas Road, Indore,

(Merged with State Bank of India)

Management

(JUDGMENT)

(Passed on this 05th day of February, 2026)

As per letter dated 10/08/1998 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-12012/337/1997 (IR(B-I))** dt. 10/08/1998. The dispute under reference relates to:

"***Whether the action of the Management of State Bank of Indore in terminating the services of Shri Rajkumar Samarwal w.e.f. 04.01.1997 is justified? If not, to what relief the workman is entitled for?***"

After receiving reference, notices were issued to the parties.

General Secretary, Daily Wages Bank Employees Association submitted statement of claim on behalf of workman. Case of First party is that workman was engaged on daily wages from 17-5-88 on vacant post of peon. Workman was doing cleaning, sweeping, dusting etc work from 17-5-88 from 8 to 10 AM. Thereafter he was working in the branch as peon from 10.30 to 6 PM. That after transfer of Branch Manager Shri Jahsiwala, workman was working under Branch Manager Shri Khandelwal, Pote, Vijayvargeey, Kashmire and others. When workman claimed full salary and bonus, he was terminated from 4-1-97. Workman further submits that Ishwar Prasad and Laxmi Narayan are still working. Their wages are paid by drawing bogus bills. Workman submits that he completed 240 days service. He acquired status of regular employee under section 25-F of ID Act. The services of First party workman were terminated without notice, retrenchment compensation was not paid. The termination of his service is in violation of Section 25-F and Para 507, 524 of Sastry Award. It is further submitted that IInd arty donot follow principles of last come first go. As such termination of workman is in violation of Section 25-G of I.D.Act. workman was not given opportunity to work after his termination of service. IInd party has thereby violated Section 25-H of L.D.Act. On such ground, workman is praying for reinstatement with back wages.

Management has filed Written Statement. They raised preliminary objection that workman was not appointed by Second party and not completed 240 days service, therefore reference is not tenable. That Shri Ram Nagwanshi so called General Secretary of the Union Was dismissed from Bank service. He is not competent to represent workman. Second party Bank is incorporated under SBI Act 1959 for appointment of staff, sub staff. As per

policy of the Bank, sub staff is appointed after following recruitment process, names sponsored through Employment Exchange, candidates are selected after interview. Workman was not appointed following such selection process. It is submitted that services of workman were utilized as per exigencies for few hours. Workman was paid agreed wages. The disengagement of workman is covered under Section 2(oo)(bb) of ID Act. Workman was not terminated by Second party. It is further submitted that first party is not covered as workman under ID Act. There is no employer employee relationship between parties. The daily wage employees are not entitled for reinstatement. Second party has referred to ratio held in various cases and submits that workman is not entitled to reliefs claimed by him.

On the basis of evidence on record, the reference was decided by my Learned Predecessor vide his Judgment/Award dated 17.04.2015 following Award was passed.

"The action of the management of State Bank of Indore in terminating the services of Shri Rajkumar Samarwal w.e.f. 04.01.1997 is not proper and legal.

Second party is directed to pay compensation Rs. 1,00,000/- (Rupees One Lacs) to the Workman within 30 days from the date of publication of Award.

In case of default, amount shall carry 9% interest per annum from the date of Award till its realization."

The workman preferred a ***Miscellaneous Petition No. 1347/2017 before the Hon'ble High Court of MP*** which was finally decided by Single Bench of Hon'ble High Court after hearing the parties vide its order dated 25.07.2025 with following observations.

"It is submitted by Learned Counsel for the petitioner that other similarly situated employees filed writ petitions which have been allowed, however, in the Writ Appeal, the same has been set-aside and the award of 50% back wages passed by the CGIT has been upheld, therefore, this Court is of the considered opinion that the case of the other employees which has been decided vide order dated 14.11.2019 in writ appeal No. 1431/2018 and other connected matters, is akin to the case of the petitioner, therefore, the petitioner is also entitled for the same relief as granted by this Court in the aforesaid writ appeal."

It is in the light of the aforesaid observations and directions of the Hon'ble High Court the matter has been taken by this Tribunal again.

I have heard argument of Learned Counsel for the Applicant Workman Mr. A.K. Singh and Mr. Pranay Choubey Learned Counsel for the Management Bank and have gone through the record.

Though, the Learned Counsel for Management Bank has submitted that compensation in the case in hand will be a adequate remedy.

I am not inclined to accept his argument in the light of the finding of Hon'ble High Court in its aforesaid order which has been produced earlier. Hon'ble High Court is of considered opinion that the case of other employees which has been decided by ***Division Bench of Hon'ble High Court in WA No. 1431/2018*** and other connected matters in which the order with respect to reinstatement of the workman with 50% back wages has been upheld and has further stated that the petitioner i.e. the workman is also entitled to same relief. Hence, in the light of this finding which is binding on this Tribunal, the reference is answered as follows :-

AWARD

The action of Management of State Bank of Indore (now State Bank of India) in terminating the services of the Rajkumar Samarwal w.e.f. 04.01.1997 is held unjustified and he is held to be reinstated with 50% back wages from the date of his termination. He shall be deemed to be in service from the date of his termination and shall also be entitled to other consequential benefits as per law namely, consideration for permanent status and regularization.

This order shall be complied with and dues calculated shall be paid to him within 60 days from the date of this Award failing which interest @6 % per annum from the date of Award till payment.

No order as to cost.

DATE:- 05.02.2026

P.K. SRIVASTAVA, Presiding Officer

नई दिल्ली, 13 मई, 2026

का.आ. 905.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार **केंद्रिय लोक निर्माण विभाग** के प्रबंधतत्र, संबद्ध नियोजकों और उनके कर्मकारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय जबलपुर के पंचाट **(50/2016)** प्रकाशित करती है

[सं. एल –42011/53/2016-आई आर (बी- I)]

सलोनी, उप निदेशक

New Delhi, the 13th May, 2026

S.O. 905.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. 50/2016*)* of the *Cent.Govt.Indus.Tribunal-cum-Labour Court Jabalpur* as shown in the Annexure, in the industrial dispute between the management of Central Public Works Department and their workmen.

[No. L-42011/53/2016- IR (B-I)]

SALONI, Dy. Director

ANNEXURE

THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL,

JABALPUR (M.P.)

NO. CGIT/LC/ R/50/2016

Present: P.K.Srivastava

H.J.S.(Retd.)

The CPWD Employees Union,

Central Regional Branch,

Office- AG Colony,

CPWD Campus, Shastri Nagar,

Gandhi Nagar, Murar,
Gwalior- 474011

Workman

Vs

The Chief Engineer (Central Zone),

Central Public Works Department,

2-A, Nirman Sadan, CGO Complex,

Arera Hills, Bhopal (M.P.)- 462011

Management

(JUDGMENT)

(Passed on this 02nd day of February, 2026)

As per letter dated ***01/02-06-2016*** by the Government of India, Ministry of Labour, New Delhi, the reference has been made to this Tribunal under ***Section-10 of Industrial Disputes Act, 1947*** (in short the '***Act'***) as per Notification ***No. L-42011/53/2016(IR(DU))*** dt. ***01/02-06-2016***. The dispute under reference relates to:-

"1. Whether Mr, Moolchand who is working as Motor Lorry Driver in CPWD, Since 1993 on temporary status, is entitled for regularization as Motor Lorry Driver in CPWD w.e.f. 1996 or not?

2. Whether the action of the management of CPWD in not regularizing the services of Mr. Moolchand MLD, Since 1996 in accordance with DG order No. 19/176/2004-EC.X dated 11.03.2011 or not?

3. Mr. Moolchand, Temporary Status MLD was given annual increments upto 2001 and from the year 2002 the increments were stopped abruptly by the CPWD. whether the stoppage of increments from 2002 amount to

breach of Sec. 9-A or the ID Act of not? Whether Mr. Moolchand, Temporary MLD is entitled for increments form 2002 along with arrears or not?

4. Mr. Moolchand, Temporary Status MLD was given annual increments upto 2001 and from the year 2002 the increments were stopped abruptly by the CPWD. Whether the stoppage of increments from 2002 amounted to unfair labour practice or not? If so, to what relief Mr. Moolchand is entitled for?"

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

The case of the workman is mainly that he was first appointed on 01.02.1989 and has been working as MLD since then as muster roll employee. The M.L.Ds, who were junior to him, were regularized in the year 1992, but he was not even called for the unit test held by the department, for regularization, he raised demand in this respect through Union. The Union raised demand and he was granted temporary status by the department vide letter dated 30.05.1994 but was not regularized inspite of the fact that there were vacancies and was entitled to be regularized as per Rules. The Director General, CPWD issued a circular dated 11.03.2011 which provided that all the casual employees as per list, be regularized but the workman was not granted benefit of regularization in light of this circular also which is unjust, illegal and arbitrary. He was granted annual increments up to 2001 but the department unilaterally stopped to grant increments from 2012, this amounts to change in service condition of the workman without notice hence, is unjust, illegal and arbitrary. The management thus adopted unfair labour practice in doing so, the Union has prayed for holding this action of management against law, he be granted benefit of regularization deeming him a regular employee with the department and benefit of increments which was stopped to him from 2002.

The department has taken a case that the workman Moolchand worked as an MLD(Motor Lorry Driver) on temporary status from 1989 to 1994. Since, he did not have the required driving license and was working as a hand receipt employee hence, was not eligible for appearing in the test conducted by the department hence, he was not called for the trade test. He was granted temporary status in Group-D from 30.05.1994 since the post of MLD is not a post of Group-D rather it is a post of Group-C, the circular of the department issued on 10.09.1993 regarding grant of temporary status to the casual employee did not apply on him because it relates to employees only in Group-D, however, he was granted regular status under direction of Head Quarter as MLD.

Both the sides have filed different circulars and affidavits since facts are not disputed, I have heard argument of Learned Counsel for workman/union Mr. Pranay Choubey. None present from the side of management at the time of argument. I have gone through the record as well.

Undisputedly, Moolchand was appointed as a temporary employee on the post of MLD and he was granted temporary status. He is claiming regularization from 1993 in light of office memorandum issued by the Government of India, Ministry of Personnel, Public Grievance and Pension Department of Personnel & Training, letter No. 51016/2/90-Estt(C), New Delhi dated 10 September, 1993. This letter refers to Casual Labours (Grant of Temporary Status & Regularization) Scheme, 1993 issued by Government of India, it mentions that temporary status would be granted to all Casual Labours who are in employment on the date of issuing of this Office Memorandum who have rendered continuous service of atleast one year i.e. atleast 240 days in an year. **Also that it will cover only the Casual Labours relating to Group-D.**

Case of the management is that the workman was a casual worker appointed on Group-C post and not on Group-D post hence, naturally his case would not be covered under the Scheme of 1993. He has been regularized in due course thereafter since he is not entitled to be regularized in light of Scheme of 1993, the action of management in not granting him regularization under the Scheme is not unjust.

There is on record letter No. 19/176/2004-EC.X issued by Central Public Works Department on 11.03.2011, which is about regularization of muster roll/ hand receipt casual workers on C.P.W.D. as onetime measure, this contains a list of workers to be regularized, this list contains name of workman Moolchand alongwith other workers. The workman is held entitled to benefit of this circular and has been regularized after following process. As regards, withholding of increment of Moolchand as stated above, it is held without authority and is unjust.

The reference stands answered accordingly.

No order as to cost.

DATE:- 02-02-2026

P.K. SRIVASTAVA, Presiding Officer

नई दिल्ली, 13 मई, 2026

का.आ. 906.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार भारतीय स्टेट बैंक के प्रबंधतत्र, संबद्ध नियोजकों और उनके कर्मकारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय जबलपुर के पंचाट **(77/2017)** प्रकाशित करती है

[सं. एल –12012/106/2013-आई आर (बी- I)]

सलोनी, उप निदेशक

New Delhi, the 13th May, 2026

S.O. 906.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. 77/2017*)* 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-12012/106/2013- IR (B-I)]

SALONI, Dy. Director

ANNEXURE

THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL, JABALPUR

NO. CGIT/LC/R/77/2017

Present: P.K.Srivastava

H.J.S.(Retd.)

Shri Laxmi Narayan Sen,
S/o Shri B.L. Sen,
H.No. 806, Belbag Tiraha,
Ravindra Nath Tagore Ward,
Jabalpur (MP)

Workman

Versues

1. **The Branch Manager,**
   State Bank of India,
   Malviya Chowk, Branch,
   Jabalpur, Distt. Jabalpur (MP)
2. **The Chief General Manager,**
   State Bank of India,
   Local Head Office, Hoshangabad Road,
   Bhopal (MP) -

Management

(AWARD)

(Passed on this 02th day of February, 2026)

Vide letter dated 26.05.2017 by the Government of India, Ministry of Labour, New Delhi, the reference has been sent to this Tribunal under Section-10 of Industrial Disputes Act, 1947 (in short the 'Act')as per Notification No. **L-12012/106/2013 (IR(B-I))** dt. 26.05.2017. The dispute under reference relates to:

"***Whether the action of the management of the State Bank of India , Malviya Chowk Branch, Jabalpur (M.P.) in terminating the services of Shri Laxmi Narayan Sen, Ex. Daily rated messenger/peon w.e.f. 31.07.2009 is justified and legal? If not, what relief the workman is entitled to and to from which date?***"

Case of the Workman is mainly that, he was an employee of the Management of State Bank of Indore, working as a Peon/Messenger on daily rated basis. This State Bank of Indore merged with State Bank of India. The

Workman has turned out of employment on the merger, though he was engaged with the State Bank of Indore since the day of initial appointment dated 01.05.1995 till the date of his termination on 31.07.2007 without any notice or compensation. He had worked continuously for more than 240 days in every year including the year preceding the date of his termination. By putting him more than 10 years in a service, he has matured his right regarding permanent status and regularization which has been denied by the Bank.

According to the Workman, all the liabilities of the State Bank of Indore have been transferred to the preceding Bank State Bank of India in the merger document. This action of Management Bank is against Section 25F and 25G of the Act, hence is unjust, illegal and arbitrary. He has prayed that setting-aside his termination, he be held entitled to be reinstated with back wages and benefits and also be held entitled to permanent status as a Peon.

The State Bank of India has taken a case that, the Workman never worked for 240 days in any claimed year. They have also denied that he was appointed against any vacancy rather he was engaged on as and when required basis by the then State Bank of Indore. He is not entitled to be employee of the transferee Bank State Bank of India because the merger document provides only transfer of services of the permanent regular employees of the transferee bank i.e. State Bank of Indore. Management has further requested that the reference be answered against the Workman.

In evidence, the Workman has filed his affidavit as his examination in chief, he has been cross examined by the Management. He has also filed the affidavit of his witness Raj Kumar Sen who has been cross-examined by Management. The Workman has also proved photocopy of his experience certificate issued by the then branch Manager, documents relating to payment of bonus from 2000 to 2001, 32 payment vouchers from 01.11.1996 to 03.10.2003.

Management has not filed any affidavit.

I have heard argument of Learned Counsel for the Workman Mr. Siddharth Verma and Mr. R.C. Shrivastava, Learned Counsel for the Management. I have gone through the record as well.

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

As has been stated above, the Workman has taken a case that he was engaged as a daily rated worked to discharge the duties of a Peon/Messenger from 1995 to date of his disengagement i.e. 31.07.2007 and has worked continuously with the Bank. He has corroborated his this statement filed in his affidavit as his examination in chief. He has further proved photocopy documents as mentioned above which corroborate his case. His this case is further corroborated by the affidavit of his witness who was an employee of the Bank and seen him working. It has comes out in his cross-examination and the cross-examination of his witness that, the Workman was not appointed against any vacancy and he was not issued any appointment letter.

Learned Counsel for Management had objected to the admissibility of the photocopy documents on the ground that the originals were not produced. Hence, they could not be proved. It comes out from perusal of affidavit that the Workman had filed an application seeking production of these documents from Management and the Management was directed vide order dated 20.01.2021 to produce these documents by way of secondary evidence. The Management did not comply with the order nor did they file any affidavit that these documents are not available. Hence, objections of Learned Counsel for the Bank with regard to admissibility of these photocopy documents unproved is rejected.

The Bank has also pleaded that, the Workman had been working with the transferee bank as a daily rated labour but on as and when required basis. Their only case is that he has not completed 240 days in any year.

The Workman has stated this fact that he has completed his 240 days in every year, his this statement is corroborated by the statement of his witness and documents which could be in his possession which he has proved and filed.

Management Bank has not filed original documents nor did they filed any affidavit, which will go against a Management and adverse interference may be turned out that these documents which were summoned but withheld by Management could have been against their case if they been produced before this Tribunal. The Management has not filed any documents or any affidavit against the allegations of the Workman and his witness.

Hence, on a comparative analysis of the evidence as mention above, the version of the workman with respect to his continuous engagement appears more reliable and trustworthy. Accordingly, it is held that the workman has successfully proved his continuous engagement with the Bank i.e. State Bank of Indore as defined under Section 25B of the Act.

Since, there is nothing on record to show that the workman not paid any compensation as required under Section 25F of the Act, his disengagement by Bank is held in violation of Section 25G of the Act.

As regards relief, Learned Counsel for the Management has submitted that the Workman was working with the transferee bank i.e. State bank of Indore. The State Bank of Indore merged with the State bank of India vide a

merger notification appears in the official gazette on 28.07.2010. The merger came into effect after publication of the notification. The Workman was already disengaged by the Transferee Bank. Hence, the State Bank of India which is the Transferee Bank not be fastened with any liability with respect to the Workman.

Learned Counsel for the Workman has referred to a judgment and award of this Tribunal passed by my Learned Predecessor in the case of **RC/09/2012** and other related cases which was passed on 24.02.2014. In the referred judgment, the workmen who had put in 10 years of service as a daily wage employee in the Transferor Bank were found fit for reinstatement with 50% back wages and continuity of service and the workman who had worked less than 10 years were found fit to compensation. This judgment of my Learned Predecessor has been modified by Hon'ble High Court of M.P. vide its judgment dated 23.07.2018 in **W.P. No. 15964/2014** and all the workmen have been held entitled to Rs. 4,00,000/- (Rupees Four Lacs Only) as compensation. This order of the Writ Court has been confirmed by a Division Bench of Hon'ble High Court of M.P. in Writ Appeal No. 1431/2018 and connected writ appeals which has further been confirmed by Hon'ble Supreme Court in **SLP/7818-7825/2020**, hence, the present workman is also entitled to parity. ***Accordingly, the workman Laxmi Narayan Sen is held entitled to a lump sum compensation of Rs. 4,00,000/- (Rupees Four Lacs) from State Bank of India to be paid to him within 60 days from the date of Award, failing which interest @6% per annum from the date of Award till payment.***

AWARD

Holding the action of the management of the State Bank of India , Malviya Chowk Branch, Jabalpur (M.P.) in terminating the services of Shri Laxmi Narayan Sen is unjust and illegal. The workman Laxmi Narayan Sen is held entitled to a lump sum compensation of Rs. 4,00,000/- (Rupees Four Lacs) from State Bank of India to be paid to him within 60 days from the date of Award, failing which interest @6% per annum from the date of Award till payment.

DATE:- 02.02.2026

P.K. SRIVASTAVA, Presiding Officer

नई दिल्ली, 13 मई, 2026

का.आ. 907.—औद्योगिक विवाद अधिनियम 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार पश्चिम मध्य रेलवे के प्रबंधतत्र, संबद्ध नियोजकों और उनके कर्मकारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय जबलपुर के पंचाट **(01/2023)** प्रकाशित करती है

[सं. एल –12025/01/2026-आई आर (बी- I)-129]

सलोनी, उप निदेशक

New Delhi, the 13th May, 2026

S.O. 907.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. 01/2023*)* of the *Cent.Govt.Indus.Tribunal-cum-Labour Court Jabalpur* as shown in the Annexure, in the industrial dispute between the management of West Central Railway and their workmen.

[No. L-12025/01/2026- IR (B-I)-129]

SALONI, Dy. Director

ANNEXURE

THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL CUM

LABOUR COURT, JABALPUR

NO. CGIT/LC/RC/01/2023

Present: P.K.Srivastava

H.J.S..(Retd)

Vikas Kumar Kaapri,

S/o Shri Sudama Prasad Yadav,

Aged about 30 years, Occupation – Ex.Trackman WCRMS,

Jabalpur R/o Raghunathpur, Post Shampur,

P.S. Hameli Kharagpur,

Distt. Munger, Bihar - 811211

Workman

Vs.

1. **The Union of India,**
   Through its Chairman, Ministry of Railways,
   Rail Bhawan, New Delhi – 110001
2. **The General Manager,**
   West Central Railway, Zone Jabalpur,
   M.P. PIN No. 482001
3. **The Divisional Railway Manager (works),**
   West Central Railway, Zone Jabalpur,
   M.P. PIN No. 482001
4. **The Divisional Railway Manager (works),**
   West Central Railway, Zone Jabalpur,
   M.P. PIN No. 482001
5. **Sr. AFA (Insp.)/FA & CAO**
   West Central Railway, Zone Jabalpur,
   M.P. PIN No. 482001

Management

(AWARD)

(Passed on this 02nd day of February - 2026)

The Workman has filed this petition under Section 10 (2-A (2&3)) of Industrial Disputes Act, amended by Amendment Act, 2010 (in short the 'Act') against his termination dated 31.05.2021 passed by the Management of Assistant Divisional Railway/ Disciplinary Authority with the case that he was appointed on the post of Trackman in the pay-scale of 5200-20222 Grade Pay 1800/- vide letter from the Office of Divisional Engineer, West Central Railway, Jabalpur after following recruitment process and was directed to appear with originals of his Educational Qualification documents on 01.09.2014. After certification of documents, he was issued letter dated 07.08.2014 and was posted as a Trackman in Manikpur Railway Station after a short training. He was issued a charge-sheet after 03 years of his service on 20.02.2017 with an allegation that his Thumb impression on his Medical Fitness Examination Certificate did not match with his thumb impressions in his service records, thus assuming that he impersonated in his medical examination which was misconduct on his part. He was required to show cause why action not be taken against him vide letter of the Concerned Authority dated 20.02.2017. He submitted his detail representation stating that he had appeared in the selection process conducted by the Regional Recruitment Board and was selected for the post. After vigilance clearance and certification of documents, he was offered appointment which he accepted. He further stated that, he was not aware of any vigilance enquiry with respect to alleged impersonation in medical examination. The department issued a charge-sheet dated 06.10.2018 where it was alleged that the Fingerprints in his service book did not match with his fingerprints on the documents with respect to his medical examination i.e. Medical memo dated 06.05.2014, Physical fitness certificate dated 08.05.2014, Medical Memo dated 06.05.2014 with ACMS New Katni Junction and RRC Application dated 09.02.2012 hence, it was established that one person appeared in the recruitment test and up to selection and different person is working in the field unit on that post which is misconduct under Railways Servant Discipline and Appeal Rules, 1968 Rule 9 (In short the Rules). It is further the case of the petitioner that the Departmental Enquiry was conducted in unjust and improper manner without giving him proper opportunity to defend himself. The enquiry officer wrongly held the charges proved and the punishment was harsh. He raised a Dispute against his alleged illegal termination which could not be conciliated within 45 days hence he filed the present petition seeking setting-aside his termination order dated 31.05.2021 passed by the department and be reinstated in service with back-wages and consequential benefits deeming him to be in continuous service of Railways since the date of his termination.

In reply to the petition, the Department has taken a case that, the petitioner was appointed on the post of Trackman vide order dated 07.08.2024 subject to verification of documents/certificates on probation for two years. In

the Headquarter at Jabalpur, his medical examination was conducted on the basis of documents and medical certificate was issued. Thereafter, he joined with Railways as a Track-man. His service record was also prepared during course of time. It was found that his fingerprints taken on his medical examination certificate did not match with his admitted fingerprints in his service records. Thus, assuming that he has impersonated in his medical examination, a charge in this respect relating to misconduct under Railway Servant Rules, 1968 was preferred against him and after conducting a departmental enquiry in which he was afforded full opportunity to defend himself, he was terminated from service by Disciplinary Authority on the basis of enquiry report which held the workman guilty of misconduct as alleged after finding his show-cause against enquiry not sufficient. Thus according to the Railways, the Departmental Enquiry was conducted legally and properly, the charges were rightly held proved and punishment is also proportionate to the charges.

Following preliminary issue was framed on the basis of pleadings vide order dated 04.02.2025.

Whether the enquiry conducted against the Workman is legal and proper?

Workman filed his affidavit as his examination in chief on preliminary issue. He was cross-examined by Management. Management also filed affidavit of its witness as his examination-in-chief. This witness was cross-examined by Workman. The Enquiry documents which are the copy of appointment letter dated 07.08.2014, copy of letter of Management dated 20.02.2017 regarding detection of impersonation in medical examination. Copy of enquiry proceedings dated 17.05.2017 and 10.10.2017, Copy of letter of Senior DPO dated 21.08.2018 initiating D&NR action against the Workman. Copy of Final Charge sheet dated 06.10.2018, Copy of enquiry proceedings dated 12.10.2020, 09.11.2020 and 20.02.2021, Copy of Enquiry Report dated 25.02.2021, copy of show cause notice issued to Workman on 01.03.2021 with respect to enquiry report, copy of representation of the Workman against the enquiry report, copy of punishment order dated 30.05.2021, copy of memo of appeal filed by Workman against punishment before the Appellate Authority, order of Appellate Authority on appeal, copy of Revision Petition filed by Workman against order of appellate order and order of Appellate Authority, all have been admitted by the Management, hence have been marked Exhibit W-1 to W-16.

The preliminary issued was decided after hearing vide order dated 20.11.202, the Departmental enquiry was held just in law. This order is part of this judgment and Award.

Following additional issues were framed thereafter.

1. ***Whether the finding of enquiry officer and congruence of Disciplinary as well Appellate Authority with respect to prove of charges is correct in law and fact?***

2. ***Whether the punishment imposed is proportionate to the mis-conduct proved?***

Parties were given opportunity to lead evidence, if any on these additional issues. No affidavit or evidence was filed by any of the parties.

At the stage of argument, none appeared for Workman. I have heard argument of Mr. S.K. Gupta Learned Counsel for the Railways and have gone through the record as well.

Additional Issue No. 1 -

Learned Counsel for Railways has submitted that, the settled proportion of law crystallised through various judgments is that the charges need to be proved beyond reasonable doubts as it is required in Criminal trials. He further submits that the evidence in the enquiry should be looked into all these parameters.

Before entering into any discussion, following judgements are being referred which are as follows :-

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. "* Now looking into the evidences collected during enquiry in support of charge, it comes out that a report of Fingerprint examiner from Forensic Laboratory was obtained and was filed by the Department during Enquiry which mentioned that after a comparison of thumb impression of the Workman Vikash Kapri on his medical examination form and fitness certificate with his admitted thumb impression in his service record, designation form and bio-data declaration, it was found that there was a mismatch between the thumb impression on medical examination form and certificate and the documents i.e. service record, designation form etc.

Charge against the workman is as follows.

The fingerprint impression of the workman on his bio-data and medical fitness certificate did not match and also his fingerprints on RRC Application dated 09.02.2012, medical memo dated 06.05.2014, medical certificate and medical memo available with ACMS also did not match, which shows that the person who appear in the examination till joining and the person who is at present working are two different persons which is misconduct under the Rules of 1968 as mention above Rule 9 of Railway Servant Discipline and Appeal Rules, 1968 (in short the 'Rules').

According to the Enquiry Report, the enquiry officer has recorded a finding that, the physical fitness certificate of the workman dated 08.05.2014 Certificate No. 272523 does not contain the fingerprint and the signatures of the Workman because the signature on the fitness certificate did not match with the signature of the workman on his bio-data, his spicemen signature, declaration and OBC certificate and also the thumb impression on the medical certificate did not match with the spice men thumb impression service record bio data, medical memo and RRC application dated 02.09.2012.

It is significant to mention here that, during the course of departmental enquiry, the workman requested that the Medical Officer who conducted medical examination be summoned for cross-examination along with all medical documents, he did file an application also before the Enquiry Officer through his Defense Assistant which was not granted. It also comes out that the marks of identification are also mentioned by the Doctor at the time of medical examination of the workman. It the doctor been summoned as requested by workman during the enquiry, he would have matched the mark of identification of the workman examined by him medically and after comparing the mark of identification of the workman present during the enquiry he would have ascertained whether the workman present during the enquiry before him was the same person who was medically examined by him (the Doctor). The workman has stated during the enquiry that there were many candidates whose medical examination was done on that day. Might be that he had put in his signature and thumb impression on medical examination certificate of someone other in that rush. ***Here the fact in issue is whether the workman Vikas Kapri was in fact medically examined by the***

medical officer or not, one evidence is comparison of thumb impression and fingerprints and second evidence available is comparison of identification marks. This is also to be kept in mind that, it is not the case of Management that the workman was otherwise medically unfit for the job. When it is not the case of Management that the workman was in fact otherwise medically unfit for the job then in facts and circumstances mentioned as above, this lapse cannot be stated to be intentional***, hence the finding that the Workman intentionally and wilfully impersonated himself at the time of medical examination is held nothing to but perverse. It is held that, the charge that the workman personated himself at the time of his medical examination is not proved***.

Issued No.1 is answered accordingly.

Issue No.2 –

In the light of finding on Issue No. 1 the punishment order deserves to be set-aside. Issue No. 2 is answered accordingly.

Reference of judgment of Hon'ble Supreme Court in the case of ***Derail Gundu Surwase vs Kranti Junior Adhyapak Mahavidyalaya,*** **(2013) 10 SCC 324 : (2014) 2 SCC (L&S) 184 : 2013 SCC OnLine SC 719** to be taken here, the relevant paragraphs of the judgment are being reproduced as follows

"38. The propositions which can be culled out from the aforementioned judgments are:

38.1. In cases of wrongful termination of service, reinstatement with continuity of service and back wages is the normal rule.

38.2. The aforesaid rule is subject to the rider that while deciding the issue of back wages, the adjudicating authority or the court may take into consideration the length of service of the employee/workman, the nature of misconduct, if any, found proved against the employee/workman, the financial condition of the employer and similar other factors.

38.3. Ordinarily, an employee or workman whose services are terminated and who is desirous of getting back wages is required to either plead or at least make a statement before the adjudicating authority or the court of first instance that he/she was not gainfully employed or was employed on lesser wages. If the employer wants to avoid payment of full back wages, then it has to plead and also lead cogent evidence to prove that the employee/workman was gainfully employed and was getting wages equal to the wages he/she was drawing prior to the termination of service. This is so because it is settled law that the burden of proof of the existence of a particular fact lies on the person who makes a positive averment about its existence. It is always easier to prove a positive fact than to prove a negative fact. Therefore, once the employee shows that he was not employed, the onus lies on the employer to specifically plead and prove that the employee was gainfully employed and was getting the same or substantially similar emoluments.

38.4. The cases in which the Labour Court/Industrial Tribunal exercises power under Section 11-A of the Industrial Disputes Act, 1947 and finds that even though the enquiry held against the employee/workman is consistent with the rules of natural justice and/or certified standing orders, if any, but holds that the punishment was disproportionate to the misconduct found proved, then it will have the discretion not to award full back wages. However, if the Labour Court/Industrial Tribunal finds that the employee or workman is not at all guilty of any misconduct or that the employer had foisted a false charge, then there will be ample justification for award of full back wages.

38.5. The cases in which the competent court or tribunal finds that the employer has acted in gross violation of the statutory provisions and/or the principles of natural justice or is guilty of victimising the employee or workman, then the court or tribunal concerned will be fully justified in directing payment of full back wages. In such cases, the superior courts should not exercise power under Article 226 or 136 of the Constitution and interfere with the award passed by the Labour Court, etc. merely because there is a possibility of forming a different opinion on the entitlement of the employee/workman to get full back wages or the employer's obligation to pay the same. The courts must always keep in view that in the cases of wrongful/illegal termination of service, the wrongdoer is the employer and the sufferer is the employee/workman and there is no justification to give a premium to the employer of his wrongdoings by relieving him of the burden to pay to the employee/workman his dues in the form of full back wages.

38.6. In a number of cases, the superior courts have interfered with the award of the primary adjudicatory authority on the premise that finalisation of litigation has taken long time ignoring that in majority of cases the parties are not responsible for such delays. Lack of infrastructure and manpower is the principal cause for delay in the disposal of cases. For this the litigants cannot be blamed or penalised. It would amount to grave injustice to an employee or workman if he is denied back wages simply because there is long lapse of time between the termination of his service and finality given to the order of reinstatement. The courts should bear in mind that in most of these cases, the employer is in an advantageous position vis-à-vis the employee or workman. He can avail the services of best legal brain for prolonging the agony of the sufferer i.e. the employee or workman, who can ill-afford the luxury of spending money on a lawyer with certain amount of fame. Therefore, in such cases it would be prudent to

adopt the course suggested in Hindustan Tin Works (P) Ltd. v. Employees [Hindustan Tin Works (P) Ltd. v. Employees, (1979) 2 SCC 80 : 1979 SCC (L&S) 53] .

38.7. The observation made in J.K. Synthetics Ltd. v. K.P. Agrawal [(2007) 2 SCC 433 : (2007) 1 SCC (L&S) 651] that on reinstatement the employee/workman cannot claim continuity of service as of right is contrary to the ratio of the judgments of three-Judge Benches [Hindustan Tin Works (P) Ltd. v. Employees, (1979) 2 SCC 80 : 1979 SCC (L&S) 53] , [Surendra Kumar Verma v. Central Govt. Industrial Tribunal-cum-Labour Court, (1980) 4 SCC 443 : 1981 SCC (L&S) 16] referred to hereinabove and cannot be treated as good law. This part of the judgment is also against the very concept of reinstatement of an employee/workman"

The case of the workman is held covered by this judgment. Hence, the workman is held to be reinstated in service from the date of his removal with back-wages and consequential benefits.

AWARD

Petition is allowed. Order of termination of the petitioner Vikas Kumar Kapari dated 31/05/2021 is set aside. Management of Railways, the Opposite parties are directed to re instate the petitioner Vikas Kumar Kapari on the post which he held on the date of his termination with all back wages and consequential benefits treating him to be in continuous service from the date of his termination within sixty days from the date of Award failing which interest @ 6% p.a. from the date of Award till payment.

However, it will be open for the Management to conduct a fresh medical examination of the Workman before his reinstatement and if he is found otherwise medically unfit for the job, the Management shall be at liberty not to reinstate him.

No order as to cost.

DATE:- 02.02.2026

P.K. SRIVASTAVA, Presiding Officer

नई दिल्ली, 13 मई, 2026

का.आ. 908.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार दक्षिण पूर्व मध्य रेलवे के प्रबंधतत्र, संबद्ध नियोजकों और उनके कर्मकारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय जबलपुर के पंचाट **(48/2022)** प्रकाशित करती है

[सं. एल –12025/01/2026-आई आर (बी- I)-130]

सलोनी, उप निदेशक

New Delhi, the 13th May, 2026

S.O. 908.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. 48/2022*)* 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)-130]

SALONI, Dy. Director

ANNEXURE

THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL,

JABALPUR [M.P.]

NO. CGIT/LC/R/48/2022

Present: P.K.Srivastava

H.J.S.(Retd.)

Shri Yunus Ansari,

Ward No. 27, Purani Basti,

Post & Distt. Shadol (M.P)

Workman

v/s

The Divisional Railway Manger (DRM),

South East Central Railway,

Bilaspur (Chhatisgarh)

Management

(JUDGMENT)

(Passed on this 9th day of February, 2026)

As per letter dated ***31/10/2022*** by the Government of India, Ministry of Labour, New Delhi, the reference has been made to this Tribunal under Section-10 of Industrial Disputes Act, 1947 (in short the 'Act')as per Notification ***No.J-1(3-1)/2022-IR*** dt. ***31/10/2022***. The dispute under reference relates to:

> ***"Whether the action of the Management of South Eastern Central Railway, Bilaspur (Non-applicant/employer) for termination (without given any opportunity for re-instatement) of service of Shri Yunus Ansari (applicant) is legal, proper and justified? If not to waht relief the workman concerned is entitled to?"***

After registering the case, notices were issued to the parties. Workman appeared and filed his statement of claim, none appeared from Railways inspite of sufficient service of notices. They did not file any written statement of defense. Due to their absence, on date fixed, the reference proceeded *ex-parte* against them vide order dated 17.10.2024.

Case of the workman is mainly that, he was appointed by South Eastern Railway, Bilaspur on compassionate basis on the death of his father Mohd. Rafiq and joined with Railways on 31.03.1988. He worked continuously till 11.12.1993, he remained ill due to Paralysis and other diseases within the period from 11.12.1993 to 08.04.1995 and was under treatment, after recovery he reported at his workplace on 08.04.1995 with a fitness certificate, he was issued a charge-sheet by Railways but was not given opportunity to participate in the enquiry, no documents with respect to enquiry was given to him, he was terminated without any show cause notice. Since then, he has been trying and agitating against his illegal termination by way of filing different representations to different authorities, in the last he raised a dispute which could not be conciliated, hence this Reference. The workman has prayed that set-aside his termination, he be held entitled to be reinstated with back-wages and benefits.

In evidence, the workman has filed his affidavit as his Examination-in-chief, he proved photocopies of different applications from 30.01.2001 to 11.12.2014 sent by him to different authorities against his termination.

I have heard *ex-parte* argument of the Learned Counsel for workman Mr. Rakesh Soni and have gone through the record.

Main submission of Learned Counsel for workman is that, his termination is a major penalty which could be awarded only after duly constituted enquiry. He has referred to ***Judgment of Hon'ble Supreme Court in the case of Chamoli District Co-operative Bank Ltd. v/s Raghunath Singh Rana & Ors., (2016) 12 SCC 2014***, in the reported decision, it has been held that a regular employee can be removed from service on the basis of a charge only after enquiry.

In his affidavit, the workman has corroborated his case, this affidavit is uncontroverted. He has filed and proved different representations submitted by him to different authorities within the period as mentioned above, on the basis of uncontroverted affidavit and representations, there is no occasion to discard the case of the workman that he was terminated from service without any enquiry on the basis of charge of wilful absence.

If this is also significant that the workman has first raised this dispute in 2022, there is no explanation for inaction within the period from 2014 to 2022 hence, his claim is held barred by unexplained delay and latches on his part.

Keeping these facts in view, the workman is held entitled to a lump sum compensation of Rs. 50,000/- (Fifty Thousand Only) to be paid by Railways in lieu of all his claims including litigation cost payable to him by Railways within 90 days from the date of publication of this Award, failing which interest @ 6% p.a. from the date of Award till payment, will meet the ends of justice.

Reference stands answered accordingly.

DATE:- 09-02-2026

P.K. SRIVASTAVA, Presiding Officer

नई दिल्ली, 13 मई, 2026

का.आ. 909.—औद्योगिक विवाद अधिनियम 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार भारतीय स्टेट बैंक के प्रबंधतत्र, संबद्ध नियोजको और उनके कर्मकारो के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय जबलपुर के पंचाट **(81/2019,01/2020,29/2020,31/2020,32/2002,33/2020,34/2020,35/2020,36/2020,37/2020,38/2020,39/2020** प्रकाशित करती है

[सं. एल –12025/01/2026-आई आर (बी- I)-131]

सलोनी, उप निदेशक

New Delhi, the 13th May, 2026

S.O. 909.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. 81/2019,01/2020,29/2020,31/2020,32/2002,33/2020,34/2020,35/2020, 36/2020, 37/2020,38/2020,39/2020) 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-12025/01/2026- IR (B-I)-131]

SALONI, Dy. Director

ANNEXURE

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

1. **NO. CGIT/LC/R/81/2019**

Present: P.K.Srivastava

H.J.S.(Retd.)

Shri Mukesh Sharma,

S/o Late Shri MannooLal Sharma.

114, Tansen Nagar,

Gwalior (Madhya Pradesh) - 474 002

Workman

Vs

1. **General Manager,**
   State Bank of India City Centre,
   Gwalior (M.P.) 474002
2. **M/s Bakshi Security & Personal Services Pvt. Ltd**
   Registered Office Unit No. 234 & 235 Building No. 2
   New Sonal Link Industrial Estate
   Link Road Malad (West) Mumbai 400064,
   Through Manager.
3. **M/s Bakshi Security & Personal Service Pvt. Ltd.**
   Regional Office M.P. SM 14 2nd Floor
   C Block Mansarovar Complex
   Near Habibganj Railway Station,
   Bhopal (M.P.) 462016,
   Though Regional Manager.

4. M/s Bakshi Security & Personal Service Pvt. Ltd.,
43, Manik Vilas Colony,
Near Landmark Hotel, Gwalior (M.P.),
Through Area Manager,

5. FSS Powering Payment Company
City Centre, L-8, Gwalior, M.P.,
Through Manager.

Management

With

2. CGIT/LC/R/01/2020

Shri Kamlesh Mathuria,
Anand Nagar, B-477, Sagartal Road,
Gwalior (Madhya Pradesh)

Workman

Vs

1. General Manager,
State Bank of India City Centre,
Gwalior (M.P.) 474002

2. M/s Bakshi Security & Personal Services Pvt. Ltd
Registered Office Unit No. 234 & 235 Building No. 2
New Sonal Link Industrial Estate
Link Road Malad (West) Mumbai 400064,
Through Manager.

3. M/s Bakshi Security & Personal Service Pvt. Ltd.
Regional Office M.P. SM 14 2nd Floor
C Block Mansarovar Complex
Near Habibganj Railway Station,
Bhopal (M.P.) 462016,
Though Regional Manager.

4. M/s Bakshi Security & Personal Service Pvt. Ltd.,
43, Manik Vilas Colony,
Near Landmark Hotel, Gwalior (M.P.),
Through Area Manager,

5. FSS Powering Payment Company
City Centre, L-8, Gwalior, M.P.,
Through Manager.

Management

6. CGIT/LC/R/29/2020

Shri Mohanlal Pawar S/o Shri Ramkishan,
739/8, Nanda Nagar,
Indore (Madhya Pradesh)

Workman

Vs

1. **M/s. Bakshi Security &**
   Personal Service Private Limited,
   Unit No.234, 235, Building No.2,
   New Sonal Link, Industrial Estate,
   Link Road, Malad (West),
   Mumbai(Maharashtra)-400 064.
2. **The General Manager,**
   State Bank of India,
   Local Head Office,
   Hoshangabad Road,
   Bhopal (M.P.) - 462011

Management

7. **CGIT/LC/R/31/2020**

Shri Narendra Sharma,
S/o. Shri OmkarLal, 146, Aada Bazar,
Indore (Madhya Pradesh)

Workman

Vs

1. **M/s. Bakshi Security &**
   Personal Service Private Limited,
   Unit No.234, 235, Building No.2,
   New Sonal Link, Industrial Estate,
   Link Road, Malad (West),
   Mumbai(Maharashtra)-400 064.
2. **The General Manager,**
   State Bank of India,
   Local Head Office,
   Hoshangabad Road,
   Bhopal (M.P.) - 462011

Management

8. **CGIT/LC/R/32/2020**

Shri Bhanwar Singh,
Opposite Safna Hotel
131, MerimataChouraha,
Banganga Road,
Indore (Madhya Pradesh)-452 015.

Workman

Vs

1. **M/s. Bakshi Security &**
   Personal Service Private Limited,

Unit No.234, 235, Building No.2,
New Sonal Link, Industrial Estate,
Link Road, Malad (West),
Mumbai(Maharashtra)-400 064.

2. **The General Manager,**
State Bank of India,
Local Head Office,
Hoshangabad Road,
Bhopal (M.P.) - 462011

Management

9. **CGIT/LC/R/33/2020**

Shri KhoobchandDevilal,
104/2, Banganga, 185 Dhobi Mohalla,
Indore (Madhya Pradesh) - 452003

Workman

Vs

1. **M/s. Bakshi Security &**
Personal Service Private Limited,
Unit No.234, 235, Building No.2,
New Sonal Link, Industrial Estate,
Link Road, Malad (West),
Mumbai(Maharashtra)-400 064.

2. **The General Manager,**
State Bank of India,
Local Head Office,
Hoshangabad Road,
Bhopal (M.P.) - 462011

Management

7. **CGIT/LC/R/34/2020**

Shri Narayan Kakade,
406, KulkarmiKaBhatta,
Indore (Madhya Pradesh)

Workman

Vs

1. **M/s. Bakshi Security &**
Personal Service Private Limited,
Unit No.234, 235, Building No.2,
New Sonal Link, Industrial Estate,
Link Road, Malad (West),
Mumbai(Maharashtra)-400 064.

2. The General Manager,
State Bank of India,
Local Head Office,
Hoshangabad Road,
Bhopal (M.P.) - 462011

Management

3. CGIT/LC/R/35/2020
Shri Ramlakhan Yadav,
S/o Shri Dwarka Prasad Yadav,
House No. 5, PatarekiChawl,
Malwa Mill, Indore (Madhya Pradesh)

Workman

Vs

1. M/s. Bakshi Security &
Personal Service Private Limited,
Unit No.234, 235, Building No.2,
New Sonal Link, Industrial Estate,
Link Road, Malad (West),
Mumbai(Maharashtra)-400 064.

2. The General Manager,
State Bank of India,
Local Head Office,
Hoshangabad Road,
Bhopal (M.P.) - 462011

Management

4. CGIT/LC/R/36/2020
Shri Madhukar Patil,
S/o Shri Nathulal,
House No. 1122, Scheme No. 51,
Indore (Madhya Pradesh)

Workman

Vs

1. M/s. Bakshi Security &
Personal Service Private Limited,
Unit No.234, 235, Building No.2,
New Sonal Link, Industrial Estate,
Link Road, Malad (West),
Mumbai(Maharashtra)-400 064.

2. The General Manager,
State Bank of India,

Local Head Office,
Hoshangabad Road,
Bhopal (M.P.) - 462011

Management

5. CGIT/LC/R/37/2020

Shri Kishanlal Soni,
S/o Shri Moolchand,
House No. 23/1, Goma Ki Faail,
Indore (Madhya Pradesh) **Workman**

Vs

1. M/s. Bakshi Security &
Personal Service Private Limited,
Unit No.234, 235, Building No.2,
New Sonal Link, Industrial Estate,
Link Road, Malad (West),
Mumbai(Maharashtra)-400 064.

2. The General Manager,
State Bank of India,
Local Head Office,
Hoshangabad Road,
Bhopal (M.P.) - 462011

Management

6. CGIT/LC/R/38/2020

Shri SubodhDeshmukh,
S/o Shri Madhavrao,
406, Rohit Plaza, Narayan Bagh,
Indore (Madhya Pradesh)

Workman

Vs

1. M/s. Bakshi Security &
Personal Service Private Limited,
Unit No.234, 235, Building No.2,
New Sonal Link, Industrial Estate,
Link Road, Malad (West),
Mumbai(Maharashtra)-400 064.

2. The General Manager,
State Bank of India,
Local Head Office,
Hoshangabad Road,
Bhopal (M.P.) - 462011

Management

7. CGIT/LC/R/39/2020

Shri Hemraj Lodwal,
S/o Shri Shankarlal,
330, New 394,
Purana Pancham ki Faail,
Malwa Mill,
Indore (Madhya Pradesh)

Workman

Vs

1. M/s. Bakshi Security &
Personal Service Private Limited,
Unit No.234, 235, Building No.2,
New Sonal Link, Industrial Estate,
Link Road, Malad (West),
Mumbai(Maharashtra)-400 064.

2. The General Manager,
State Bank of India,
Local Head Office,
Hoshangabad Road,
Bhopal (M.P.) - 462011

Management

(AWARD)

(Passed on this 03rd day of February-2025)

1. In Case No. R/81/2019,

As per letter dated 25.11.2019 by the Government of India, Ministry of Labour, New Delhi, the reference is made to this Tribunal under section-10 of I.D. Act, 1947 as per reference No. J-1(1-15)/2019-IR dt. 25.11.2019. The dispute under reference related to :-

` *"क्या, नियोजक / ठेकेदार, बक्शी सिक्यूरिटी एण्ड पर्सनल सर्विसेज प्रायवेट लिमिटेड (जो कि स्टेट बैंक ऑफ इंडिया, ग्वालियर की स्थापना में कार्यरत थे) द्वारा आवेदक श्री मुकेश शर्मा आत्मज स्व0 श्री मन्नू लाल शर्मा को मौलिक झादेश के व्दारा दिनांक* **28/02/2018** *से सेवा से पृथक किया जाना उचित है? यदि नहीं, तो क्या उक्त कामगार अपने पूर्व के कार्य पर पुनः पदस्थ किये जाने, बकाया वेतन, छुट्टियों का वेतन एवम् ओवर टाइम सहित नियोजन इत्यादि तथा संबंधित अनुतोष पाने के अधिकारी है।"*

In R/29/2020,

As per letter dated 06.03.2020 by the Government of India, Ministry of Labour, New Delhi, the reference is made to this Tribunal under section-10 of I.D. Act, 1947 as per reference No. J-1(1-22)/2020-IR dt. 06.03.2020. The dispute under reference related to :-

"क्या, नियोजक / ठेकेदार, बक्शी सिक्यूरिटी एण्ड पर्सनल सर्विसेज प्रायवेट लिमिटेड (जो कि स्टेट बैंक ऑफ इंडिया, भोपाल की स्थापना में कार्यरत थे) द्वारा आवेदक श्री मोहनलाल पंवार, केयर टेकर को मौखिक आदेश के व्दारा दिनांक **31/07/2017** *से सेवा से पृथक किया जाना उचित है? यदि नहीं, तो क्या उक्त कामगार अपने पूर्व के कार्य पर पुनः पदस्थ किये जाने, बकाया वेतन, छुट्टियों का वेतन एवम् ओवर टाइम सहित नियोजन इत्यादि तथा संबंधित अनुतोष पाने के अधिकारी है।"*

In R/31/2020,

As per letter dated 16.03.2020 by the Government of India, Ministry of Labour, New Delhi, the reference is made to this Tribunal under section-10 of I.D. Act, 1947 as per reference No. J-1(1-23)/2020-IR dt. 16.03.2020. The dispute under reference related to :-

"क्या, नियोजक / ठेकेदार, बक्शी सिक्यूरिटी एण्ड पर्सनल सर्विसेज प्रायवेट लिमिटेड (जो कि स्टेट बैंक ऑफ इंडिया, भोपाल की स्थापना में कार्यरत थे) द्वारा आवेदक श्री नरेन्द्र शर्मा, केयर टेकर को मौखिक आदेश के व्दारा दिनांक **01/06/2017** *से सेवा से पृथक किया जाना उचित है? यदि नहीं, तो क्या उक्त कामगार अपने पूर्व के कार्य पर पुनः पदस्थ किये जाने, बकाया वेतन, छुट्टियों का वेतन एवम् ओवर टाइम सहित नियोजन इत्यादि तथा संबंधित अनुतोष पाने के अधिकारी है।"*

In R/32/2020,

As per letter dated 16.03.2020 by the Government of India, Ministry of Labour, New Delhi, the reference is made to this Tribunal under section-10 of I.D. Act, 1947 as per reference No. J-1(1-24)/2020-IR dt. 16.03.2020. The dispute under reference related to :-

"क्या, नियोजक / ठेकेदार, बक्शी सिक्यूरिटी एण्ड पर्सनल सर्विसेज प्रायवेट लिमिटेड (जो कि स्टेट बैंक ऑफ इंडिया, भोपाल की स्थापना में कार्यरत थे) द्वारा आवेदक श्री भंवर सिंह को मौखिक आदेश के व्दारा दिनांक **31/07/2017** *से सेवा से पृथक किया जाना उचित है? यदि नहीं, तो क्या उक्त कामगार अपने पूर्व के कार्य पर पुनः पदस्थ किये जाने, बकाया वेतन, छुट्टियों का वेतन एवम् ओवर टाइम सहित नियोजन इत्यादि तथा संबंधित अनुतोष पाने के अधिकारी है।"*

In R/33/2020,

As per letter dated 16.03.2020 by the Government of India, Ministry of Labour, New Delhi, the reference is made to this Tribunal under section-10 of I.D. Act, 1947 as per reference No. J-1(1-25)/2020-IR dt. 16.03.2020. The dispute under reference related to :-

"क्या, नियोजक / ठेकेदार, बक्शी सिक्यूरिटी एण्ड पर्सनल सर्विसेज प्रायवेट लिमिटेड (जो कि स्टेट बैंक ऑफ इंडिया, भोपाल की स्थापना में कार्यरत थे) श्री खूबचंद देवीलाल को मौखिक आदेश के व्दारा दिनांक **31/07/2017** *से सेवा ते पृथक किया जाना उचित है? यदि नहीं, तो क्या उक्त कामगार अपने पूर्व के कार्य पर पुनः पदस्थ किये जाने, बकाया वेतन, छुट्टियों का वेतन एवम् ओवर टाइम सहित नियोजन इत्यादि तथा संबंधित अनुतोष पाने के अधिकारी है।"*

In R/34/2020,

As per letter dated 16.03.2020 by the Government of India, Ministry of Labour, New Delhi, the reference is made to this Tribunal under section-10 of I.D. Act, 1947 as per reference No. J-1(1-26)/2020-IR dt. 16.03.2020. The dispute under reference related to :-

"क्या, नियोजक / ठेकेदार, बक्शी सिक्यूरिटी एण्ड पर्सनल सर्विसेज प्रायवेट लिमिटेड (जो कि स्टेट बैंक ऑफ इंडिया, भोपाल की स्थापना में कार्यरत थे) द्वारा आवेदक श्री नारायण काकडे, केयर टेकर को मौलिक आदेश के व्दारा दिनांक **31.07.2017** *से सेवा से पृथक किया जाना उचित है? यदि नहीं, तो क्या उक्त कामगार अपने पूर्व के कार्य पर पुनः पदस्थ किये जाने, बकाया वेतन, छुट्टियों का वेतन एवम् ओवर टाइम सहित नियोजन इत्यादि तथा संबंधित अनुतोष पाने के अधिकारी है।"*

In R/35/2020,

As per letter dated 16.03.2020 by the Government of India, Ministry of Labour, New Delhi, the reference is made to this Tribunal under section-10 of I.D. Act, 1947 as per reference No. J-1(1-27)/2020-IR dt. 16.03.2020. The dispute under reference related to :-

"क्या, नियोजक / ठेकेदार, बक्शी सिक्यूरिटी एण्ड पर्सनल सर्विसेज प्रायवेट लिमिटेड (जो कि स्टेट बैंक ऑफ इंडिया, भोपाल की स्थापना में कार्यरत थे) द्वारा आवेदक श्री रामलखन यादव, केयर टेकर को मौलिक आदेश के व्दारा दिनांक **31.07.2017** *से सेवा से पृथक किया जाना उचित है? यदि नहीं, तो क्या उक्त कामगार अपने पूर्व के कार्य पर पुनः पदस्थ किये जाने, बकाया वेतन, छुट्टियों का वेतन एवम् ओवर टाइम सहित नियोजन इत्यादि तथा संबंधित अनुतोष पाने के अधिकारी है।"*

In R/36/2020,

As per letter dated 16.03.2020 by the Government of India, Ministry of Labour, New Delhi, the reference is made to this Tribunal under section-10 of I.D. Act, 1947 as per reference No. J-1(1-28)/2020-IR dt. 16.03.2020. The dispute under reference related to :-

"क्या, नियोजक / ठेकेदार, बक्शी सिक्यूरिटी एण्ड पर्सनल सर्विसेज प्रायवेट लिमिटेड (जो कि स्टेट बैंक ऑफ इंडिया, भोपाल की स्थापना में कार्यरत थे) द्वारा आवेदक श्री मधुकर पाटिल, केयर टेकर को मौलिक आदेश के व्दारा दिनांक **19/07/2018** *से सेवा से पृथक किया जाना उचित है? यदि नहीं, तो क्या उक्त कामगार अपने पूर्व के कार्य पर पुनः पदस्थ किये जाने, बकाया वेतन, छुट्टियों का वेतन एवम् ओवर टाइम सहित नियोजन इत्यादि तथा संबंधित अनुतोष पाने के अधिकारी है।"*

In R/37/2020,

As per letter dated 16.03.2020 by the Government of India, Ministry of Labour, New Delhi, the reference is made to this Tribunal under section-10 of I.D. Act, 1947 as per reference No. J-1(1-29)/2020-IR dt. 16.03.2020. The dispute under reference related to :-

"क्या, नियोजक / ठेकेदार, बक्शी सिक्यूरिटी एण्ड पर्सनल सर्विसेज प्रायवेट लिमिटेड (जो कि स्टेट बैंक ऑफ इंडिया, भोपाल की स्थापना में कार्यरत थे) द्वारा आवेदक श्री किशनलाल शोनी, केयर टेकर को मौलिक झादेश के व्दारा दिनांक **31/07/2017** *से सेवा से पृथक किया जाना उचित है? यदि नहीं, तो क्या उक्त कामगार अपने पूर्व के कार्य पर पुनः पदस्थ किये जाने, बकाया वेतन, छुट्टियों का वेतन एवम् ओवर टाइम सहित नियोजन इत्यादि तथा संबंधित अनुतोष पाने के अधिकारी है।"*

In R/38/2020,

As per letter dated 16.03.2020 by the Government of India, Ministry of Labour, New Delhi, the reference is made to this Tribunal under section-10 of I.D. Act, 1947 as per reference No. J-1(1-30)/2020-IR dt. 16.03.2020. The dispute under reference related to :-

"क्या, नियोजक / ठेकेदार, बक्शी सिक्यूरिटी एण्ड पर्सनल सर्विसेज प्रा0 लिमिटेड (जो कि स्टेट बैंक ऑफ इंडिया, भोपाल की स्थापना में कार्यरत थे) द्वारा आवेदक श्री सुबोध देशमुख, केयर टेकर को मौखिक आदेश के व्दारा दिनांक **04/10/2016** *से सेवा से पृथक किया जाना उचित है? यदि नहीं, तो क्या उक्त कामगार अपने पूर्व के कार्य पर पुनः पदस्थ किये जाने, बकाया वेतन, छुट्टियों का वेतन एवम् ओवर टाइम सहित नियोजन इत्यादि तथा संबंधित अनुतोष पाने के अधिकारी है।"*

In R/39/2020,

As per letter dated 16.03.2020 by the Government of India, Ministry of Labour, New Delhi, the reference is made to this Tribunal under section-10 of I.D. Act, 1947 as per reference No. J-1(1-31)/2020-IR dt. 16.03.2020. The dispute under reference related to :-

"क्या, नियोजक / ठेकेदार, बक्शी सिक्यूरिटी एण्ड पर्सनल सर्विसेज प्रा0 लिमिटेड (जो कि स्टेट बैंक ऑफ इंडिया, भोपाल की स्थापना में कार्यरत थे) द्वारा आवेदक श्री हेमराज लोदवाल, केयर टेकर को मौखिक आदेश के व्दारा दिनांक **31/07/2017** *से सेवा से पृथक किया जाना उचित है? यदि नहीं, तो क्या उक्त कामगार अपने पूर्व के कार्य पर पुनः पदस्थ किये जाने, बकाया वेतन, छुट्टियों का वेतन एवम् ओवर टाइम सहित नियोजन इत्यादि तथा संबंधित अनुतोष पाने के अधिकारी है।"*

In R/01/2020,

As per letter dated 06.01.2020 by the Government of India, Ministry of Labour, New Delhi, the reference is made to this Tribunal under section-10 of I.D. Act, 1947 as per reference No. J-1(1-17)/2019-IR dt. 06.01.2020. The dispute under reference related to :-

"क्या, नियोजक / ठेकेदार, बक्शी सिक्यूरिटी एण्ड पर्सनल सर्विसेज प्रा0 लिमिटेड (जो कि स्टेट बैंक ऑफ इंडिया, भोपाल की स्थापना में कार्यरत थे) द्वारा आवेदक श्री कमलेश मधुरिया को मौखिक आदेश के व्दारा दिनांक **29/02/2018** *से कार्य से बंद किया जाना उचित है? यदि नहीं, तो क्या उक्त कामगार अपने पूर्व के कार्य पर उसी स्थिति में, बकाया वेतन एवम् ओवर टाइम सहित नियोजन तथा संबंधित अनुतोष पाने के अधिकारी है।"*

Since the facts, the parties and the nature of dispute in all the cases are identical, they are being disposed by a common Judgment and Award.

Case of the Workmen in these cases is mainly that they were appointed by M/s Bakshi Security Agency, which was the outsourcing agency and were placed to work as guards on the sites of the State Bank of India. Their services were terminated by the Outsourcing Agency on 31.10.2016 without notice or compensation though they had worked continuously for more than 240 days in every year including year preceding the date of their termination which is in violation of Section 25F and 25G of the Act and is unfair labour practice on the part of the Outsourcing Agency. They were not paid overtime wages and bonus which they are entitled to. They raised a dispute in this respect which could not be conciliated. Hence, the reference was made by the Appropriate Government to this Tribunal. These workmen have prayed that their termination by the Outsourcing Agency be held against law and they be held entitled to be reinstated with back wages and benefits as well be held entitled to the bonus and overtime wages. which have worked.

In its written statement of defense, the Bank has taken a case that, the Outsourcing Agency M/s Bakshi Securities Limited was allotted work for providing care taker services at the various ATM's centers of the Bank in the State of M.P. and Chhattisgarh for the period 01.01.2023 to 31.12.2014 which was extended from time to time up to October, 2018. These workmen were engaged by the Outsourcing Agency and worked under their control and supervision. There has never been any relation of employer and employee between the Bank and the Workmen. The Contract of the Outsourcing Agency M/s Bakshi Security expired and a fresh tender was flouted. Bakshi Security preferred a Writ Petition No. 14173/2017 before Hon'ble High Court of MP which was decided after hearing with a direction that till the new Outsourcing Agency was engaged M/s Bakshi Security will continue to work. It is further the case of the Bank that they have paid to the Outsourcing Agency, the wages fixed by Government to be paid by them to the Workmen and they did not have any part in the disengagement of the Workmen. Also it is the case of the Bank that, the Contract was allotted to other company after October 2018.

The Outsourcing Agency M/s Bakshi Security has taken a case that they were allotted work of providing care taker services to the various ATM centers of the Bank in the State of M.P. and Chhattisgarh for the period

01.01.2023 to 31.12.2014 extended from time to time up to October, 2018. They are a licensed contractor having valid license issued to them by the Licensing Authority under Contract Labour (R&A) Regularization 1970, the Workmen have been engaged on contract basis by the Outsourcing Agency, the Bank is the Principal employer and the Outsourcing Agency is the contractor. The Bank floated a fresh tender in 2018. The Outsourcing Agency preferred a Writ Petition NO. 14173/2017 before the Hon'ble High Court which was allowed after hearing vide order dated 24.10.2017 directing the Bank to issue a fresh RFP and in vide fresh bid mentioning reserve parties in the RFP and Award contract accordingly. The Outsourcing Agency M/s Bakshi Security was permitted to continue services during the intervening period on same wages as was being paid under the agreement. Thus under this order of Hon'ble High Court they continue to provide care taker service to the Bank till October, 2018. Thereafter, the Contract was awarded to other agency. It is further the case of the Outsourcing Agency that minimum wages were paid by them to the Workmen and a claim in this respect which was registered as Case No. MVA 13/2019 was dismissed vide order dated 25.02.2019. Also that, the Workmen have not come before this Tribunal with clean hands. They have not filed any document to show that they worked continuously with Outsourcing Agency as claimed by them and since they were employees on contract basis they are not entitled to any notice pay or compensation. Further that, they have not said that they have not working or in gainful employment after alleged termination of their services. The Outsourcing Agency has also prayed that, the reference be answered against the workmen.

In evidence, the Workmen have been filed their affidavits as their examination in chief. They have been cross-examined by the Bank and the Outsourcing Agency.

The Bank has filed agreement between them and the Outsourcing Agency M/s. Bakshi Securities signed on 04.06.2013 and order of Hon'ble High Court in W.P. No. 14173/2017. Copy of the tender dated 26.12.2012 has also been filed. All these documents have been admitted by the Workmen side.

Following issues arises for determination on perusal of records in the light of rival arguments.

1. ***Whether, the Workmen in these cases has successfully proved their continuous engagement with M/s Bakshi Securities?***
2. ***Whether, the disengagement of the Workmen is in violation of Section 25F and 25G of the Act?***
3. ***Subject to findings on Issue No. 1 and 2, whether the Workmen are entitled to any relief?***

Issue NO. 1 –

Before entering into any discussion, Section 25F and 25G of the Act is being reproduced has follows –

Section 25F and 25G is being reproduced as follows –

25F. Conditions precedent to retrenchment of workmen.—

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

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

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

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

25G. Procedure for retrenchment.—

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

Respective pleadings of the parties on this issue have been detailed earlier. In their affidavits filed in these cases of the workmen, they have corroborated their case and have stated that they were appointed by M/s Bakshi Security to work on the ATM's of the Bank. They worked in three shifts and were paid wages. They worked continuously for more than 240 days in every year. Their work was supervised by the Bank Officers, who used to deploy them on different ATM's. M/s Bakshi Security had issued Identity Cards to them and paid their wages. There is nothing in their cross-examination to discredit them. Narendra Kumar Mittal, who appeared as a witness from the Bank, has stated on this issue that M/s Bakshi Security were allotted work for providing care taker services at the

various ATM Centers of the Bank from 01.01.2013 to 31.12.2014 which was extended from time to time up to October, 2018. They appointed these workmen and deputed them on different ATM's. Their contract expired in October, 2018 and a fresh contract was Awarded to another company. This witness further stated that the work of the care taker was to guide and help the customers who visited the ATMs, to inform the Bank Official, in case there was any discretional problem in the operation of the ATMs. They worked in shifts. The payment was done by the Bank in the account of M/s Bakshi Securities.

The head of the operation of M/s Bakshi Securities Shadol Singh Marva has stated in his affidavit as his examination in chief that they were allotted work of supply of man power as care taker on the different ATM's of the Bank in MP and Chhattisgarh for a period of two year from 01.01.2013 to 31.12.2014 which was extended up to 01.11.2018. Thereafter, the contract was Awarded to other company.

He has stated that these workmen did not work for a period of 240 days in any year. In his cross-examination, he stated that, these workmen were appointed by M/s Bakshi Securities. Their job was to look after the ATM's and inform the Bank about cash, non-functioning of AC or power supply. Their attendance was maintained in the Attendance Register. Their wages were paid on the basis of days they worked.

The Outsourcing agreement is on record. M/s Bakshi Security admits that these workmen were engaged by them in cross-examination of its witness. They also that that payments were made to the Workmen on the basis of days they worked. Naturally, Registers with respect to the attendance of the Workmen and payment have been available with the Agency i.e. Bakshi Security. When the engagement of the workmen is established and the dispute is only with respect to number of days worked, keeping in view the fact that documents in this respect could not be available with the workmen, rather they are available with M/s Bakshi Security in form of Attendance Registers and payment details, it was incumbent on them to produce such registers in these circumstances. **Hence, in the light of above discussion, holding the version of Workmen more reliable and authentic, they are held to have successfully proved their continuous appointment under Section 25B of the Act with their employer M/s Bakshi Security**.

Issue No. 1 is answered accordingly.

Issue No. 2 –

Section 25F and 25G is being reproduced as follows –

25F. Conditions precedent to retrenchment of workmen.—No workman employed in any industry who has been in continuous service for not less than one year under an employer shall be retrenched by that employer until—

(d) 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;

(e) 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

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

25G. Procedure for retrenchment.—

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

Undisputedly, no notice pay or compensation as per Section 25G of the Act has been given to these workmen, hence their termination is held in violation of Section 25F and 25G of the Act.

Issue No. 2 is answered accordingly.

Issue No. 3 –

Keeping in view the fact that the engagement of the Workmen contingent to the availability of the contract they are held entitled to a lump sum compensation in lieu of all their claims including the cost of litigation computed at ***Rs. 1,00,000/- (Rupees One Lacs)*** from M/s Bakshi Security payable to them within 60 days from the date of the Judgment/Award, failing which interest @6% per annum from the date of the Judgment till payment.

Issue No. 3 is answered accordingly.

In the light of above discussion and findings, the references are answered as follows.

AWARD

The termination of the Services of the Workmen in Case R/29/2020 to R/39/2020, R/81/2020 and R/01/2020 is held in violation of Section 25F and 25G of the Industrial dispute Act, 1947. The Workmen in these cases are held entitled to a lump sum compensation in lieu of all their claims including the cost of litigation computed at Rs. 1,00,000/- (Rupees One Lacs) from M/s Bakshi Security payable to them within 60 days from the date of the Judgment/Award, failing which interest @6% per annum from the date of the Judgment till payment.

DATE:- **03.02.2026**

P.K. SRIVASTAVA, Presiding Officer

नई दिल्ली, 14 मई, 2026

का.आ. 910.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार **भारतीय स्टेट बैंक** के प्रबंधतत्र, संबद्ध नियोजकों और उनके कर्मकारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय **हैदराबाद** के पंचाट (194/2001) प्रकाशित करती है।

[सं. एल –12012/27/2001-आई आर (बी- I)]

सलोनी, उप निदेशक

New Delhi, the 14th May, 2026

S.O. 910.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. 194/2001) of the *Cent.Govt.Indus.Tribunal-cum-Labour Court Hyderabad* as shown in the Annexure, in the industrial dispute between the management of State Bank of India and their workmen.

[No. L-12012/27/2001- IR (B-I)]

SALONI, Dy. Director

ANNEXURE

IN THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL CUM LABOUR COURT AT HYDERABAD

Present: **Sri IRFAN QAMAR**

Presiding Officer

Dated the 27th day of April, 2026

INDUSTRIAL DISPUTE No. 194/2001

Between:

Sri N. Srinivasulu,

Peddamannavaram (Via),

Duvvur,

Dist. Cuddapah – 516001. … Petitioner

And

The Dy. General Manager,

State Bank of India,

Zonal Office,

Renigunta Road,

Tirupathi. …..Respondent

Appearances:

For the Petitioner : Sri Macherla Rangaiah, Advocate

For the Respondent: Sri Y. Ranjeeth Reddy, Advocate

AWARD

The Government of India, Ministry of Labour by its order No. L-12012/27/2001-IR(B.I) dated 6.9.2001 referred the following dispute under section 10(1)(d) of the I.D. Act, 1947 requiring this forum to decide the question:

SCHEDULE

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

After receipt of the reference, it was numbered as ID No. 194/2001 and notices were issued to both the Workman and the management.

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

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

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

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

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

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

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

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

3. The factual matrix of instant industrial dispute as narrated by the Workman in his claim statement are that, the Workman joined in the service of the management institution as Messenger from 1989 to 1997, and has rendered unblemished service spreading over a period of about 8 years. The Respondent has terminated services of Workman

by oral orders with effect from 1.4.1997. Further, it is submitted that the management of Respondent bank decided to give a chance to temporarily employed personnel "found suitable for permanent appointment" by wait- listing them by offering permanent appointment or waitlisting till such opportunity arises.

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

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

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

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

Manager and the Assistant General Manager (Respondents 3,4 and 5 therein) on 25.3.97, 27.3.97 and 31.3.97 as illegal and also non-continuance of the Workmen therein in service by absorbing them in the services of the bank as violative of Section 2(p) and 18(1) read with Rule 58 of Central Rules and sought for specific direction to the bank to absorb them in service.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

20. In order to fortify his claim Workman has examined himself as WW1 and also filed documents in evidence which has been exhibited as Ex.W1 to W8. Further, the Workman has filed photocopies of documents in support of his claim which are discussed as under:-

Ex.W1 is the caste certificate. Further Ex.W2 is the marks memo. Ex.W3 is the transfer certificate. Ex.W4 is the service certificate. Ex.W5 is the interview call letter. Ex.W6 is the telegram from Respondent. Ex.W7 and Ex.W8 are the service certificates.

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, Cuddapah main branch in terminating the services of Workman Sri N. Srinivasulu, a Messenger with effect from 31.3.1997 is justified?

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

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

Findings:-

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

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

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

Section 18(1) provides as follows:-

18. Persons on whom settlements and awards are binding.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Federation under Sec.2(p) and Sec.18(1) of I.D. Act, 1947 has clearly provided as regard non-messengerial position and it is agreed that all such posts sanctioned fallen vacant upto 31.3.1997 shall be filled before empanel list is allowed to lapse. Thus, in view of law laid down by the Hon'ble Apex Court, in the instant case, Agreement dated 30.7.1996 was entered into between both the parties in respect of lapsing of the both the panels on 31.3.1997 and absorption of the Workmen from panel list was subject to availability of vacancy of post likely to arise upto 31.3.1997, have a binding force on Workman as well as management of State Bank of India in view of provision contained under section 18 (1) of I.D. Act, 1947.

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

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

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

Section 25F provides:-

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

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

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

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

Compensation to workmen in case of transfer of undertakings.

Section 25B defines the term continuous service which provides

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

"I was not sponsored by any employment exchange. I did not undergo the regular selection process before my engagement as a temporary messenger.."

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

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

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

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

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

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

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

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

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

36. On the other hand, Respondent has contended that the Federation approached Regional Labour Commissioner (Central) for implementation of bipartite settlement in respect of the absorption of temporary employees. The Regional Labour Commissioner (Central) conducted conciliation proceedings and agreement was

arrived at between the Federation and the Management bank. It is submitted that it was agreed between the Federation and the Management that both the panels of temporary employees and daily wagers /casual labour would be kept alive upto March, 1997 and the vacancies as agreed to under the afore set out settlements will be filled from both the lists concurrently. A copy of the conciliation proceedings dated 9.6.1995 signed by the parties to the dispute is filed as a material paper. Further, it is submitted that the settlement was arrived at and an agreement was signed between the Federation and the Management bank on 30.7.1996 under Section 2(p) read with Section 18(1) of the Industrial Disputes (Central) Rules 1957 which is binding on the parties. A copy of this agreement which hereinafter may be referred to as 5th settlement for brevity, is also filed as a material paper. The 5th settlement dated 30.7.1996 whereunder the earlier four settlements dated 17.11.1987, 16.7.1988, 27.10.1988 and 9.1.1991 were also referred, it was agreed to, by the Federation and the Management bank that both the panels of temporary employees and daily wagers/casual employees will be kept alive upto March, 1997 for filling the vacancies existing/arrived at as on 31.12.1994 as per the norms agreed to between the bank and Federation and that thereafter the said panels would lapse. It was also agreed that within the framework of the above settlements the modalities about drawing names from either the panel of temporary employees or the panel of daily wagers and casual labour would be decided administratively on circle to circle basis depending upon the local requirements in consultation with the Federation's affiliate by the Circle management. It was further agreed that all messenger real vacancies/positions in the subordinate cadre including part-time attendants specifically provided as leave reserve will be filled by the end of 31.3.1997. Further, Respondent contended that on 27.2.1997 a memorandum of understanding was also signed between the Federation's affiliate and the bank management regarding the fact that the exercise of identifying the messengerial vacancies as on 31.12.1994 has since been completed by central office and thereby 403 messengerial vacancies were sanctioned to the circle of the Management bank and it was agreed that these vacancies may be filled from 1989 panel of temporary employees after effecting conversion from full time non-messengerial staff in the usual manner and the agreement was reached upon. Further, it was agreed between the Federations affiliate and the management bank that in terms of the settlement dated 30.7.1996 both the panels of temporary employees and daily wagers /casual employees would lapse on 31.3.1997.

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

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

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

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

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

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

"I applied in response to the advertisement issued by the bank .... Further, witness states, *I do not know that the panels were prepared basing upon the number of days of service put in by the temporary employees. It is true that some of the temporary employees whose names were included in the panel were given regular appointment as messengers in the bank ....* Further witness states, *I am not having any documents to show that any person who are juniors to me are continuing in service."*

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

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

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

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

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

(ii) The statutory power of the Labour Court or Industrial Court to grant relief to workmen including the status of permanency continues to exist in circumstances where the employer has indulged in an unfair labour practice by not

filling up permanent posts even though such posts are available and by continuing to employ workmen as temporary or daily wage employees despite their performing the same work as regular workmen on lower wages;

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

47. On the other hand, in support of his contention Respondent has examined witness MW1 and MW1 in chief examination states that, Settlements i.e., on 17.11.1987, 16.7.1988, 27.10.1988, 9.1.1991 were entered into between the SBI and SBI Staff Federation for filling up of the vacancies that arise up to 1994 for those temporary employees who has worked on scale wages. Further, MW1 states that two different panels for messengers and non-messengers as per the eligibility criteria prescribed by the bank. There are four modules in Andhra Pradesh and they are Hyderabad, Tirupathi, Vijayawada and Visakhapatnam. MW1 states that the temporary employees so empanelled were given permanent absorption depending upon the vacancies so arise strictly in terms of the settlement. MW1 states that on 9.6.1995 conciliation proceeding was held before the RLC(C), Hyderabad and in said proceedings it was decided that the panels will be kept live up to 31.3.1997 and vacancies will be filled from both the lists concurrently. A copy of the said minutes of proceedings is Ex.M5. Further, MW1 states that on 30.7.1996 another settlement was entered between the SBI and All India SBI Staff Federation providing for filling up of the vacancies arising up to December 1994 in respect of subordinate cadre and daily wage /casual wage employees out of panel so prepared were to be considered against vacancies arising from January 1995 to December 1996, thereafter the said panels lapse. MW1 states that it was also agreed that all the non- messenger positions in subordinate cadre including part time attendants specially provided as leave reserve will be filled before 31.3.1997 and as regards to non-messengerial positions it is agreed that all such posts sanctioned and fallen vacant up to 31.3.1997 shall be filled before the empanelled list is allowed to lapse. Thus in both the cases empanelled list were lapsed on 1.4.1997.

Ex.M6 is the copy of the settlement dated 30.7.1996. Further, witness states that on 27.2.1997 a memorandum of understanding was reached between the SBI and SBI Staff Federation providing that both the panels above mentioned will lapse on 31.3.1997. Ex.M7 is the copy of the memorandum of understanding and Ex.M8 is the copy of the statements giving the particulars of 1989 non-messenger panel, Ex.M9 is the copy of the statement of 1989 non-messenger panel, Ex.M10 is the copy of statement of 1992 panel. Further, witness states that petitioner was included in the 1989 panel. As the existing vacancies at that time were exhausted and his turn did not come he could not be given permanent employment in the bank as per the agreements. All the appointments were made strictly in accordance with the settlements reached from time to time between SBI and SBI staff federation and as per seniority, number of days of temporary service put in by them in the bank in the given period. Further, MW1 states petitioner was not sponsored by any employment exchange he did not undergo the regular process of selection required for appointment as a regular non-messenger the petitioner has not worked for 240 days in any year in his entire temporary service in the bank. The petitioner and other temporary employees were terminated from service by the bank. Further, MW1 states that the vacancies were filled up on regular basis with the temporary employees from the panels and these panels were expired in terms of the settlements so reached and there were no vacancies to absorb such employees. Thus, witness MW1 has proved the documents Ex.M1 to Ex.M12 and also contentions made in the counter. However, MW1 was cross examined by the Petitioner Counsel. But nothing has been elicited in his cross examination so as to discredit the testimony of the witness MW1 as regards the date of lapse of both the panels on 31.3.1997 and reasons assigned for non-absorption of the Petitioner from the panel list to the permanent post. Moreover the witness MW1 was re-examined by the Respondent and the witness MW1 states that panels were expired in terms of the settlement send absorptions to the extent of the available vacancies were made. There was no termination of any temporary messenger as such but their services were not utilized after the 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 N. Srinivasulu, Ex. Messenger by way of oral orders w.e.f. 31.3.1997 is justified. Hence, the Petitioner is not entitled for any relief as prayed for. The claim statement filed by Workman sans merit, hence, dismissed. Reference is answered accordingly.

Award is passed accordingly. Transmit.

Typed to my dictation by Smt. K. Phani Gowri, Personal Assistant, transcribed by her, corrected and signed by me on this the 27th day of April, 2026.

IRFAN QAMAR, Presiding Officer

Appendix of evidence

Witnesses examined for the Petitioner	Witnesses examined for the Respondent
WW1: Sri N. Srinivasulu	MW1: Sri K. Bala Kotaiah

Documents marked for the Petitioner

Ex.W1:	Photocopy of caste certificate
Ex.W2:	Photocopy of service certificate
Ex.W3:	Photocopy of service certificate
Ex.W4:	Photocopy of service certificate
Ex.W5:	Photocopy of interview call letter
Ex.W6:	Photocopy of telegram issued by Respondent
Ex.W7:	Photocopy of Service certificate

Ex.W8: 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, 14 मई, 2026

का.आ. 911.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार **भारतीय स्टेट बैंक** के प्रबंधतत्र, संबद्ध नियोजकों और उनके कर्मकारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय **हैदराबाद** के पंचाट (98/2002) प्रकाशित करती है।

[सं. एल –12012/96/2000-आई आर (बी- I)]

सलोनी, उप निदेशक

New Delhi, the 14th May, 2026

S.O. 911.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. 98/2002) 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-12012/96/2000- 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 20th day of April, 2026

INDUSTRIAL DISPUTE No. 98/2002

[Old ID No. 92/2000 of Industrial Tribunal No.I, Hyderabad]

Between:

Sri M.V. Surendra Kumar,

D.No. 5/449/3. VIH Road,

Anantapur,

Dist Anantapur(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. Ranjeeth Reddy, Advocate

AWARD

The Government of India, Ministry of Labour by its order No. L-12012/96/2000-IR(B.I) dated 19.07.2000 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. 92/2000, 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, Anantapur Main Branch in terminating Sri M.V. Surendra Kumar, Messenger from the services of the Bank by way of oral orders w.e.f 31.03.97 is justified? If not, what relief he is entitled?"

After receipt of the reference, it was numbered as ID No. 98/2002 and notices were issued to both the Workman and the management.

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

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

materials already on record and also by affording an opportunity to the persons, who have claims as well as the management to place their rival contentions and further material before the Tribunal. The learned counsel appearing for the workmen are justified in pointing out that enormous delay has already happened and further action by the Tribunal in this line may be expedited.

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

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

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

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

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

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

3. The factual matrix of instant industrial dispute as narrated by the Workman in his claim statement are that, the Workman joined in the service of the management institution as Messenger from 1987 to 1988, and has rendered unblemished service spreading over a period of about 2 years. The Respondent has terminated services of Workman by oral orders with effect from 1.4.1997. Further, it is submitted that the management of Respondent bank decided to give a chance to temporarily employed personnel "found suitable for permanent appointment" by wait- listing them by offering permanent appointment or waitlisting till such opportunity arises.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

15. Discussions were held and on 17.11.1987 an agreement was signed between the federation and the Management bank under Sec. 2(p) read with Sec 18(1) of the Industrial Disputes Act, 1947 read with Rule 58 of Industrial Disputes (Central) Rules 1957. A copy of the said settlement dated 17.11.87 which may be herein after referred as first settlement is filed and 4 categories were made as it has already been mentioned in the claim statement above, it need not be repeated here. In the first settlement, it was agreed that the temporary employees as categorized would be given a chance for being considered for permanent appointment in the bank's service against the vacancies which are likely to arise during the period 1987 to 1991. On 16.7.88 second settlement was arrived between the Federation and the Bank whereby it was agreed to substitute the period of consideration of vacancies as 1987 to 1992 in place of 1987 to 1991 as contemplated under the first settlement dated 17.11.1987. This is the second settlement. A 3rd settlement was entered into on 27.10.88 and it was agreed that the bank's service against the vacancies likely to arise from 1988 to 1992 was to be considered. Government of India vide its letter dated 16.8.90 issued guidelines to all the public sector banks with regard to recruitment and absorption of temporary employees in public sector banks. The said guidelines were issued to implement on the lines of approach paper on the issue provided by a committee constituted in this regard. Government of India guidelines made it clear that all the public sector banks may follow the provisions laid down in the approach paper. The approach paper specified that the cases of temporary service in 12 consecutive months and who are entitled to benefit of Sec.25F of the Industrial Disputes Act, 1947 may be decided by entering into a settlement with the representative union. In respect of temporary employees who had put in less than 240 days of service in 12 consecutive months or less, a settlement could be avoided and however if the Management so desired they could enter into a conciliation settlement with the representative union. In para. 6(h) it is mentioned that only those temporary employees who had put in temporary service of 90 days or more days after 1.1.82 would be eligible for considering under the scheme. Although the Government guidelines envisaged for a settlement in respect of employees who had put in temporary service of 90 days or more days, the bank by way of a further concession entered into settlements. Even in respect of those who had put in less than 90 days and also the bank went a step further and said those persons who are working after 1975 were also considered. Hence, there was a genuine effort on the part of the Respondent bank to provide as many as possible jobs subject to the availability of the vacancies. However, para 6 (k) of the approach paper made it clear that it is a one time, exercise in full and final, settlement of all the claims and disputes for the past period, in respect of temporary workmen covered by the settlement. Another settlement was entered on 9.1.91 herein after referred as 4th settlement and the time limit was extended upto 1994 and separate panel was prepared for temporary employees, casual/daily wagers. It was agreed that while vacancies arising between 1988 to 1994 in respect of temporary employees and in respect of casual/daily wagers, they can be considered for the vacancies arising between 1995-96 only.

16. It is submitted that the administrative set up of the Hyderabad Local Head Office comprises of four Zonal Offices (Zones) at Hyderabad, Vijayawada, Visakhapatnam and Tirupathi covering all the Districts of Andhra Pradesh. In terms of the settlement the Management after following the procedure laid down therein prepared the panels of qualified candidates of temporary employees denoted as 1989 panel and also panel of casual/daily wagers denoted as 1992 panel for giving a chance for being considered for permanent absorption. These panels were prepared zone-wise separately for messengers and non-messengers in the descending order of temporary service put in by the candidates during the stipulated period i.e., 1.7.1975 to 31.7.1988. That the Federation approached the Regional Labour Commissioner(C) for implementation of bi-partite settlement in respect of absorption of temporary employees. The Regional Labour Commissioner(C) conducted conciliation proceedings and an agreement was arrived between the Federation and the bank. It was agreed that it would be kept alive upto March, 1997. A copy of the conciliation proceedings dated 9.2.1995 signed by the parties is filed as material paper. A settlement was arrived at and an agreement was signed between the Federation and the Management bank on 30.7.1996 under Sec.2 (p) read with Sec.18(1) of the Industrial Disputes (Central) Rules, 1957, which is hereinafter called as 5th settlement. That on 27.2.1997 a Memorandum of understanding was also signed by the federation's affiliate and the bank Management recording the fact that the exercise of identifying the messengerial vacancies as on 31.12.1994 has since been completed by Central Office and thereby 403 messengerial vacancies were sanctioned . It was agreed that these vacancies may be filled from 1989 panel of temporary employees after effecting conversion from full time non-messengerial staff in the usual manner and the agreement was reached accordingly. It was agreed between the Federation's affiliate and the Management bank that in terms of the settlement dated 30.7.1996 both the panels of temporary employees and daily wagers/casual employees would lapse on 31.3.1997. That as agreed upon vacancies

were filled from the panels. The Workman who has put in an aggregate temporary service of less than 240 days in a continuous block of 12 months period during 1.7.1975 to 31.7.1988 has no right to seek a direction to consider his candidature for absorption in the Management bank under any rule/law except under the settlement entered into thereon.

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

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

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

20. In order to fortify his claim Workman has examined himself as WW1 and also filed documents in evidence which has been exhibited as Ex.W1 to W2. 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 call letter for interview.

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, Anatapur Main Branch in terminating the services of Workman Sri M.V. Surendra Kumar, a Messenger with effect from 31.3.1997 is justified?

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

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

Findings:-

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

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

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

Section 18(1) provides as follows:-

18. Persons on whom settlements and awards are binding.

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

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

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

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

Thus, from the contents of the aforesaid letter, it manifest that Head Office of State Bank of India vide letter dated 25.3.1997 has issued direction to all its branches not to make any temporary appointments in messengerial category from 1.4.1997 due to reason of lapse of both panels i.e., 1989 & 1992 on 31.3.1997 as per terms of settlements entered into by both parties. Further, the contents of the subsequent letter dated 27.3.1997 issued by Respondent Management is also direction to Branch Manager, State Bank of India not to make any temporary messengerial category appointment with effect from 1.4.1997 and it has also been communicated to all concerned that the panels of

temporary employees and daily wagers maintained by Zonal offices stand lapsed from 31.1.1997. Further, office order dated 31.3.1997 has been issued by Respondent management that goes to reveal that the said office order has been issued to this effect that, "Consequent on absorption of temporary employees in permanent cadre, it has been decided by the competent authority that no one onwards, no further daily labour or temporary employees/appointments should be resorted to/engaged/employed." Therefore, it reflects from the contents of the aforesaid orders that the temporary appointment in messengerial category and daily labour has been stopped by the Respondent management with effect from 1.4.1997 because of the lapsed of panel of temporary workers and daily wagers by 31.3.1997. The agreement for lapse of both the panels on 31.3.1997 is contained in the 5th settlement which has been arrived at between the parties on dated 30.7.1996 with the consensus of both the parties. Therefore, Workman can not challenge the terms and conditions contained in settlement dated 30.7.1996 regarding lapse of panel on 31.3.1997 as agreed between State Bank of India and State Bank of India Staff Federation. As per provision contained u/s.18(1) of I.D. Act, 1947 the said Agreement dated 30.7.1996 is binding on both the parties.

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

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

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

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

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

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

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

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

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

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

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

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

Section 25F provides:-

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

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

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

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

Compensation to workmen in case of transfer of undertakings.

Section 25B defines the term continuous service which provides

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Thus, in view of the law laid down by the Hon'ble Apex Court as discussed above the initial burden of proof lies upon the Workman to show that he has completed 240 days of the service with the Respondent just preceding from

the date of his termination. Further, in respect of the employment of calculating the 240 days service provision contained Under of Section 25-F read with Section 25-B of the I.D. Act, 1947.

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

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

"I was not sponsored by any Employment Exchange. I did not undergo the regular process of selection required for appointment in the bank."

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

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

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

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

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

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

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

disengagement of Workman from work can not be termed in contravention of provision contained under Sec.25F and 25 B of the I.D. Act, 1947.

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

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

36. On the other hand, Respondent has contended that the Federation approached Regional Labour Commissioner (Central) for implementation of bipartite settlement in respect of the absorption of temporary employees. The Regional Labour Commissioner (Central) conducted conciliation proceedings and agreement was arrived at between the Federation and the Management bank. It is submitted that it was agreed between the Federation and the Management that both the panels of temporary employees and daily wagers /casual labour would be kept alive upto March, 1997 and the vacancies as agreed to under the afore set out settlements will be filled from both the lists concurrently. A copy of the conciliation proceedings dated 9.6.1995 signed by the parties to the dispute is filed as a material paper. Further, it is submitted that the settlement was arrived at and an agreement was signed between the Federation and the Management bank on 30.7.1996 under Section 2(p) read with Section 18(1) of the Industrial Disputes (Central) Rules 1957 which is binding on the parties. A copy of this agreement which hereinafter may be referred to as 5th settlement for brevity, is also filed as a material paper. The 5th settlement dated 30.7.1996 whereunder the earlier four settlements dated 17.11.1987, 16.7.1988, 27.10.1988 and 9.1.1991 were also referred, it was agreed to, by the Federation and the Management bank that both the panels of temporary employees and daily wagers/casual employees will be kept alive upto March, 1997 for filling the vacancies existing/arrived at as on 31.12.1994 as per the norms agreed to between the bank and Federation and that thereafter the said panels would lapse. It was also agreed that within the framework of the above settlements the modalities about drawing names from either the panel of temporary employees or the panel of daily wagers and casual labour would be decided administratively on circle to circle basis depending upon the local requirements in consultation with the Federation's affiliate by the Circle management. It was further agreed that all messenger real vacancies/positions in the subordinate cadre including part-time attendants specifically provided as leave reserve will be filled by the end of 31.3.1997. Further, Respondent contended that on 27.2.1997 a memorandum of understanding was also signed between the Federation's affiliate and the bank management regarding the fact that the exercise of identifying the messengerial vacancies as on 31.12.1994 has since been completed by central office and thereby 403 messengerial vacancies were sanctioned to the circle of the Management bank and it was agreed that these vacancies may be filled from 1989 panel of temporary employees after effecting conversion from full time non-messengerial staff in the usual manner and the agreement was reached upon. Further, it was agreed between the Federations affiliate and the management bank that in terms of the settlement dated 30.7.1996 both the panels of temporary employees and daily wagers /casual employees would lapse on 31.3.1997.

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

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

"Till 1982, the branches of the appellant Bank in Calcutta region were recruiting persons locally to work as temporary attenders in leave vacancies. In view of the revised procedure prescribed by the Government of India in

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

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

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

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

" I applied in response to the notification issued by the bank as per the settlement.

Further, witness states that I am not having any papers to show that any of my juniors are working in the bank."

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

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

41. In this context, the perusal of Settlement dated 30.7.1996 reveals that the 5th Settlement dated 30.7.1996 was entered under Section 2(p) and 18(1) of I.D. Act, 1947 read with Rule 58 of Industrial Dispute (Central) Rules 1957. This settlement has been entered into by the competent parties and in this settlement parties thereto agreed that both

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

This point is answered against the Workman.

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

This Point is answered accordingly.

AWARD

In view of the fore gone discussion, it is held that the action of the Respondent bank in terminating the services of Sri M.V. Surendra Kumar, 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 20th day of April 2026.

IRFAN QAMAR, Presiding Officer

Appendix of evidence

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

Documents marked for the Petitioner

Ex.W1:	Photocopy of Service Certificate
Ex.W2:	Photocopy of call letter for interview

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, 12 मई, 2026

का.आ. 912.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार बीसीसीएल के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में **केन्द्रीय सरकार औद्योगिक अधिकरण-सह-श्रम न्यायालय, धनबाद-II** के पंचाट **(संदर्भ संख्या** 23/2012**)** को प्रकाशित करती है,

[सं. एल -20012/49/2011-आईआर (सीएम-I)]

जयदीप यादव, उप निदेशक

New Delhi, the 12th May, 2026

S.O. 912.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award **(Ref. No. 23/2012*)*** of t**he Central Government Industrial Tribunal-cum-Labour Court, Dhanbad-II** as shown in the Annexure, in the industrial dispute between the Management of **BCCL.** and **their workmen.**

[No. L-20012/49/2011– IR (CM-I)]

JAIDEEP YADAV, Dy. Director

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL

NO.2 , DHANBAD

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

Ref. Case No.- 23/2012

Parties :

Employer in relation to the management of Kusunda Area of M/s. BCCL.

AND

Their Workman

Present : Shri Sachindra Kumar Pandey

Presiding Officer/Link Officer

Appearances:

For the Employers :- Shri D.K. Verma Ld. Advocate

For Workman :- None

State : Jharkhand Industry :- Coal

Dated: 10 March, 2026

AWARD.

1. In the present case, a Reference was received from the appropriate Government vide letter no. L-20012/49/2011- (IR (CM-I)) dated 12/03/2012 under clause (d) of sub-section (1) and sub-section (2A) of section (10) of the I.D. Act. 1947 for adjudication of a dispute, terms of which are as under:-

SCHEDULE

"Whether the action of the management of Huriladih Colliery of M/s. BCCL , in not providing employment to Sri Sitaram Bhuia, dependent son of late Kailash Bhuia ,Ex-Stone Cutter under the provision of NCWA is justified and fair? To what relief Sri Sitaram Bhuia, dependent son of late Kailash Bhuia entitled to?"

2. In the endorsement made in reference order, the appropriate Government directed the parties raising the dispute to file statement of claim, complete with relevant document, list of reliance and witness with this Tribunal within 15 days of receipt of the reference order and to forward a copy of such statement of claims to the opposite parties involved in the dispute.

3. On receipt of the above reference, notice was sent to the workmen as well as the management and accordingly statement of claim was filed by the workman but the case record shows that the Management has still not filed any WS so far. It further transpires that the workman is absent since 09.12.2021 which makes it clear that the workman is not interested in this case and the registered notice sent to the workman/Union was also delivered to the Union but even after that the workman/Union is absent which makes it clear that the workman/Union has lost his interest in this case.

4. In these circumstances, this Tribunal is left with no choice, except to pass a "No Dispute /claim" Award. Let this award be sent to the appropriate Government for publication as required u/s 17 of the Industrial Dispute Act, 1947.

SACHINDRA KUMAR PANDEY, Presiding Officer/Link Officer

नई दिल्ली, 12 मई, 2026

का.आ. 913.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार बीसीसीएल के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में **केन्द्रीय सरकार औद्योगिक अधिकरण -सह -श्रम न्यायालय, धनबाद-II** के पंचाट (**संदर्भ संख्या** 57/2013) को प्रकाशित करती है,

[सं. एल –20012/57/2013-आईआर (सीएम-I)]

जयदीप यादव, उप निदेशक

New Delhi, the 12th May, 2026

S.O. 913.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award **(Ref. No. 57/2013*)*** of t**he Central Government Industrial Tribunal-cum-Labour Court, Dhanbad-II** as shown in the Annexure, in the industrial dispute between the Management of **BCCL.** and **their workmen.**

[No. L-20012/57/2013– IR (CM-I)]

JAIDEEP YADAV, Dy. Director

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL

NO.2 , DHANBAD

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

Ref. Case No.-57/2013

Parties :

Employer in relation to the management of P.B Area

of M/s. BCCL.

AND

Their Workman

Present : Shri Sachindra Kumar Pandey

Presiding Officer/Link Officer

Appearances:

For the Employers :- Shri S.N. Ghosh Ld. Advocate

For Workman :- None

State : Jharkhand Industry :- Coal

Dated: 12/03/2026

AWARD

1. In the present case, a Reference was received from the appropriate Government vide letter no. L-20012/141/2012-(IR (CM-I)) dated 18/03/2013 under clause (d) of sub-section (1) and sub-section(2A) of section 10 of the I.D. Act. 1947 for adjudication of a dispute, terms of which are as under:-

SCHEDULE

"Whether the action of the management of P.B Area of M/s. BCCL in not regularizing Sri Muzaffar Hussain as Cap Lamp Incharge is legal and justified? To what relief is the workman concerned entitled?"

2. In the endorsement made in reference order, the appropriate Government directed the parties raising the dispute to file statement of claim, complete with relevant document, list of reliance and witness with this Tribunal within 15 days of receipt of the reference order and to forward a copy of such statement of claims to the opposite parties involved in the dispute.

3. On receipt of the above reference, notice was sent to the workman as well as the management and accordingly statement of claim and WS was filed by the parties but at the stage of filing documents by the workman, the workman absented himself since 25/03/2015, and never appeared there after which makes it clear that the workman is not interested in this case and the registered notice sent to the workman/Union was also delivered but despite that none appeared from the side of the union/workman.

4. In these circumstances, this Tribunal is left with no choice, except to pass a "No Dispute /claim" award. Let this award be sent to the appropriate Government for publication as required u/s 17 of the Industrial Dispute Act, 1947.

SACHINDRA KUMAR PANDEY, Presiding Officer/Link Officer

नई दिल्ली, 12 मई, 2026

का.आ. 914.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार बीसीसीएल के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में **केन्द्रीय सरकार औद्योगिक अधिकरण–सह–श्रम न्यायालय, धनबाद-II** के पंचाट **(संदर्भ संख्या 03/2005)** को प्रकाशित करती है,

[सं. एल –20012/124/2004-आईआर (सीएम-I)]

जयदीप यादव, उप निदेशक

New Delhi, the 12th May, 2026

S.O. 914.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award **(Ref. No. 03/2005*)*** of t**he Central Government Industrial Tribunal-cum-Labour Court, Dhanbad-II** as shown in the Annexure, in the industrial dispute between the Management of **BCCL.** and **their workmen.**

[No. L-20012/124/2004– IR (CM-I)]

JAIDEEP YADAV, Dy. Director

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL

NO.2 , DHANBAD

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

Ref. Case No.- 03/2005

Parties :

Employer in relation to the management of Eastern Jharia Area, Bhowra

of M/s. BCCL.

AND

Their Workman

Present : Shri Sachindra Kumar Pandey

Presiding Officer/Link Officer

Appearances:

For the Employers :-None

For Workman :- None

State : Jharkhand Industry :- Coal

Dated: 12/03/2026

AWARD.

1. In the present case, a Reference was received from the appropriate Government vide letter no. L-20012/124/2004-(IR(C-I)) dated 15/12/2004 under clause (d) of sub-section (1) and sub-section (2A) of section 10 of the I.D. Act. 1947 for adjudication of a dispute, terms of which are as under:-

SCHEDULE

"Whether the demand of the Rashtriya Colliery Mazdoor Congress from the management of BCCL , EJ Area to correct the date of birth of Sh. Om Prakash Singh, General Mazdoor as 4.8.76 as per his matriculation certificate in place of 6.12.78 is just, fair and proper? If so, to what relief is the workman entitled?"

2. In the endorsement made in reference order, the appropriate Government directed the parties raising the dispute to file statement of claim, complete with relevant document, list of reliance and witness with this Tribunal within 15 days of receipt of the reference order and to forward a copy of such statement of claims to the opposite parties involved in the dispute.

3. On receipt of the above reference, notice was sent to the workman as well as the management and accordingly statement of claim and WS was filed by the parties but at the stage of recording evidence by the workman, the workman absented himself since 08/09/2006, and never appeared there after which makes it clear that the workman is not interested in this case and the registered notice sent to the workman/Union was also delivered but despite that none appeared from the side of the union/workman.

4. In these circumstances, this Tribunal is left with no choice, except to pass a "No Dispute /claim" award. Let this award be sent to the appropriate Government for publication as required u/s 17 of the Industrial Dispute Act, 1947.

SACHINDRA KUMAR PANDEY, Presiding Officer/Link Officer

नई दिल्ली, 12 मई, 2026

का.आ. 915.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार बीसीसीएल के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में **केन्द्रीय सरकार औद्योगिक अधिकरण–सह–श्रम न्यायालय, धनबाद-II** के पंचाट **(संदर्भ संख्या** 79/2003**)** को प्रकाशित करती है,

[सं. एल –20012/92/2003-आईआर (सीएम-I)**]**

जयदीप यादव, उप निदेशक

New Delhi, the 12th May, 2026

S.O. 915.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award **(Ref. No. 79/2003***)* of t**he Central Government Industrial Tribunal-cum-Labour Court, Dhanbad-II** as shown in the Annexure, in the industrial dispute between the Management of **BCCL.** and **their workmen.**

[No. L-20012/92/2003– IR (CM-I)**]**

JAIDEEP YADAV, Dy. Director

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL

NO.2 , DHANBAD

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

Ref. Case No.- 79/2003

Parties :

Employer in relation to the management of Tetulmari Colliery of M/s. BCCL.

AND

Their Workman

Present : Shri Sachindra Kumar Pandey

Presiding Officer/Link Officer

Appearances:

For the Employers :- Shri D.K. Verma Ld. Advocate

For Workman :- None

State : Jharkhand Industry :- Coal

Dated: 12/03/2026

AWARD.

1. In the present case, a Reference was received from the appropriate Government vide letter no. L-20012/92/2003- (IR(C-I)) dated 19/08/2003 under clause (d) of sub-section (1) and sub-section (2A) of section 10 of the I.D. Act. 1947 for adjudication of a dispute, terms of which are as under:-

SCHEDULE

"Whether the action of the management of Tetulmari Colliery of M/s. BCCL , in not providing employment to Sri Sheo Kuamr Beldar, the dependent son of late Gyani Kamin as per the provisions of NCWA is justified? If not, to what relief is the said , dependent of late Gyani Kamin entitled?"

2. In the endorsement made in reference order, the appropriate Government directed the parties raising the dispute to file statement of claim, complete with relevant document, list of reliance and witness with this Tribunal within 15 days of receipt of the reference order and to forward a copy of such statement of claims to the opposite parties involved in the dispute.

3. On receipt of the above reference, notice was sent to the workmen as well as the management and accordingly statement of claim and WS was filed by the parties but at the stage of recording evidence by the workman, the workman absented himself since 13/07/2006, and never appeared there after which makes it clear that the workman is not interested in this case and the registered notice sent to the workman/Union was also returned back with endorsement "Insufficient Address" whereas the address of the union mentioned on the envelope is just the same as has been mentioned in the reference order.

4. In these circumstances, this Tribunal is left with no choice, except to pass a "No Dispute /claim" Award. Let this award be sent to the appropriate Government for publication as required u/s 17 of the Industrial Dispute Act, 1947.

SACHINDRA KUMAR PANDEY, Presiding Officer/Link Officer

नई दिल्ली, 12 मई, 2026

का.आ. 916.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार डी.वी.सी.बर्मो माइंस के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में **केन्द्रीय सरकार औद्योगिक अधिकरण–सह–श्रम न्यायालय, धनबाद-II** के पंचाट **(संदर्भ संख्या 27/2003)** को प्रकाशित करती है,

[सं. एल –20012/144/2002-आईआर (सीएम-I)]

जयदीप यादव, उप निदेशक

New Delhi, the 12th May, 2026

S.O. 916.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award **(Ref. No. 27/2003*)*** of t**he Central Government Industrial Tribunal-cum-Labour Court, Dhanbad-II** as shown in the Annexure, in the industrial dispute between the Management of **D.V.C.Bermo Mines.** and **their workmen.**

[No. L-20012/144/2002– IR (CM-I)]

JAIDEEP YADAV, Dy. Director

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL

NO.2 , DHANBAD

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

Ref. Case No.- 27/2003

Parties :

Employer in relation to the management of D.V.C Bermo Mines

AND

Their Workmen

Present : Shri Sachindra Kumar Pandey

Presiding Officer/Link Officer

Appearances:

For the Employers :-None

For Workman :- None

State : Jharkhand Industry : - Coal

Dated: 12/03/2026

AWARD.

1. In the present case, a Reference was received from the appropriate Government vide letter no. L-20012/144/2002- (IR (CM-II)) dated 13/02/2003 under clause (d) of sub-section (1) and sub-section(2A) of section (10) of the I.D. Act. 1947 for adjudication of a dispute, terms of which are as under:-

SCHEDULE

"Whether the action of the management of DVC Bermo Mines, Dist. Bokaro, in not regularizing the contractor's workers engaged in permanent nature of job is legal and justified? If not, to what relief the workmen are entitled to?"

2. In the endorsement made in reference order, the appropriate Government directed the parties raising the dispute to file statement of claim, complete with relevant document, list of reliance and witness with this Tribunal within 15 days of receipt of the reference order and to forward a copy of such statement of claims to the opposite parties involved in the dispute.

3. On receipt of the above reference, notice was sent to the workmen as well as the management and accordingly statement of claim and WS was filed by the parties but at the stage of recording evidence by the workmen, the workmen absented himself since 28/09/2006, and never appeared there after which makes it clear that the workman is not interested in this case and the registered notice sent to the workmen/Union was also delivered but despite that none appeared from the side of the union/workman.

4. In these circumstances, this Tribunal is left with no choice, except to pass a "No Dispute /claim" Award. Let this award be sent to the appropriate Government for publication as required u/s 17 of the Industrial Dispute Act, 1947.

SACHINDRA KUMAR PANDEY, Presiding Officer/Link Officer

नई दिल्ली, 12 मई, 2026

का.आ. 917.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार डी.वी.सी.बर्मो माइंस के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में **केन्द्रीय सरकार औद्योगिक अधिकरण–सह–श्रम न्यायालय, धनबाद-II** के पंचाट **(संदर्भ संख्या** 26/2003) को प्रकाशित करती है,

[सं. एल –20012/143/2002-आईआर (सीएम-I)]

जयदीप यादव, उप निदेशक

New Delhi, the 12th May, 2026

S.O. 917.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award **(Ref. No. 26/2003***)* of t**he Central Government Industrial Tribunal-cum-Labour Court, Dhanbad-II** as shown in the Annexure, in the industrial dispute between the Management of **D.V.C.Bermo Mines.** and **their workmen.**

[No. L-20012/143/2002– IR (CM-I)]

JAIDEEP YADAV, Dy. Director

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL

NO.2 , DHANBAD

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

Ref. Case No.- 26/2003

Parties :

Employer in relation to the management of D.V.C Bermo Mines.

AND

Their Workmen

Present : Shri Sachindra Kumar Pandey

Presiding Officer/Link Officer

Appearances:

For the Employers :-None

For Workman :- None

State : Jharkhand Industry :- Coal

Dated: 12/03/2026

AWARD.

1. In the present case, a Reference was received from the appropriate Government vide letter no. L-20012/143/2002- (IR (CM-II)) dated 11/02/2003 under clause (d) of sub-section (1) and sub-section(2A) of section 10 of the I.D. Act. 1947 for adjudication of a dispute, terms of which are as under:-

SCHEDULE

"Whether the action of the management of DVC Bermo Mines, not to regularise the contractor's workers engaged in perennial nature of job is justified? If not, to what relief the workmen concerned are entitled to?"

2. In the endorsement made in reference order, the appropriate Government directed the parties raising the dispute to file statement of claim, complete with relevant document, list of reliance and witness with this Tribunal within 15 days of receipt of the reference order and to forward a copy of such statement of claims to the opposite parties involved in the dispute.

3. On receipt of the above reference, notice was sent to the workman as well as the management and accordingly statement of claim and WS was filed by the parties but at the stage of recording evidence by the workman, the workman absented himself since 21/09/2005, and never appeared there after which makes it clear that the workman is not interested in this case and the registered notice sent to the workmen/Union was also delivered but despite that none appeared from the side of the union/workman.

4. In these circumstances, this Tribunal is left with no choice, except to pass a "No Dispute /claim" award. Let this award be sent to the appropriate Government for publication as required u/s 17 of the Industrial Dispute Act, 1947.

SACHINDRA KUMAR PANDEY, Presiding Officer/Link Officer

नई दिल्ली, 12 मई, 2026

का.आ. 918.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार बीसीसीएल के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में **केन्द्रीय सरकार औद्योगिक अधिकरण–सह–श्रम न्यायालय, धनबाद-I** के पंचाट **(संदर्भ संख्या** 12/2012) को प्रकाशित करती है,

[सं. एल –20012/20/2011-आईआर (सीएम-I)]

जयदीप यादव, उप निदेशक

New Delhi, the 12th May, 2026

S.O. 918.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award **(Ref. No. 12/2012*)*** of t**he Central Government Industrial Tribunal-cum-Labour Court, Dhanbad-I** as shown in the Annexure, in the industrial dispute between the Management of **BCCL.** and **their workmen.**

[No. L-20012/20/2011– IR (CM-I)]

JAIDEEP YADAV, Dy. Director

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO.2 , DHANBAD

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

Ref. Case No.- 12/2012

Parties :

Employer in relation to the management of Jealgora Colliery

of M/s. BCCL .

AND

Their Workman

Present : Shri Sachindra Kumar Pandey

Presiding Officer/Link Officer

Appearances:

For the Employers :- Shri D.K. Verma Ld. Advocate

For Workman :- None

State : Jharkhand Industry :- Coal

Dated: 10 March, 2026

AWARD.

1. In the present case, a Reference was received from the appropriate Government vide letter no. L-20012/20/2011-(IR (CM-I)) dated 23/01/2012 under clause (d) of sub-section (1) and sub-section(2A) of section 10 of the I.D. Act. 1947 for adjudication of a dispute, terms of which are as under:-

SCHEDULE

"Whether the action of the management of Jealgora Colliery of M/s. BCCL , in not regularizing Sri Kuttub Ansari, as Pump Operator is fair and justified ? To what relief the workman concerned is entitled to?"

2. In the endorsement made in reference order, the appropriate Government directed the parties raising the dispute to file statement of claim, complete with relevant document, list of reliance and witness with this Tribunal within 15 days of receipt of the reference order and to forward a copy of such statement of claims to the opposite parties involved in the dispute.

3. On receipt of the above reference, notice was sent to the workmen as well as the management and accordingly statement of claim and WS was filed by the parties but the case record shows that the workman is absent since long which makes it clear that the workman is not interested in this case and the registered notice sent to the workman/Union was also delivered to the Union but even after that the workman/Union is absent which makes it clear that the workman/Union has lost his interest in this case.

4. In these circumstances, this Tribunal is left with no choice, except to pass a "No Dispute /claim" Award. Let this award be sent to the appropriate Government for publication as required u/s 17 of the Industrial Dispute

Act, 1947.

SACHINDRA KUMAR PANDEY, Presiding Officer/Link Officer

नई दिल्ली, 12 मई, 2026

का.आ. 919.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार बीसीसीएल के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में **केन्द्रीय सरकार औद्योगिक अधिकरण–सह–श्रम न्यायालय, धनबाद-II** के पंचाट **(संदर्भ संख्या 12/2008)** को प्रकाशित करती है,

[सं. एल –20012/15/2008-आईआर (सीएम-I)]

जयदीप यादव, उप निदेशक

New Delhi, the 12th May, 2026

S.O. 919.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award **(Ref. No. 12/2008*)*** of t**he Central Government Industrial Tribunal-cum-Labour Court, Dhanbad-II** as shown in the Annexure, in the industrial dispute between the Management of **BCCL.** and **their workmen.**

[No. L-20012/15/2008– IR (CM-I)]

JAIDEEP YADAV, Dy. Director

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO.2 , DHANBAD

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

Ref. Case No.- 12/2008

Parties :

Employer in relation to the management of Jealgora Colliery

of M/s. BCCL .

AND

Their Workman

Present : Shri Sachindra Kumar Pandey

Presiding Officer/Link Officer

Appearances:

For the Employers :- Shri S.N.Ghosh Ld. Advocate

For Workman :- None

State : Jharkhand Industry :- Coal

Dated: 10 March, 2026

AWARD.

1. In the present case, a Reference was received from the appropriate Government vide letter no. L-20012/15/2008-(IR(CM-I)) dated 28/01/2008 under clause (d) of sub-section (1) and sub-section(2A) of section 10 of the I.D. Act. 1947 for adjudication of a dispute, terms of which are as under:-

SCHEDULE

"Whether the action of the management of Jealgora of M/s. BCCL , in not providing dependent employment to Shri Raju Bhuia, S/o –Late Basanti Devi Wagon Loader is justified and legal ? If not , to what relief is the dependent son of the concerned deceased employee entitled?"

2. In the endorsement made in reference order, the appropriate Government directed the parties raising the dispute to file statement of claim, complete with relevant document, list of reliance and witness with this Tribunal within 15 days of receipt of the reference order and to forward a copy of such statement of claims to the opposite parties involved in the dispute.

3. On receipt of the above reference, notice was sent to the workmen as well as the management and accordingly statement of claim and WS was filed by the parties but the case record shows that after closure of evidence of the workman the case is running for evidence of the management but it further transpires that the workman is absent since 11.09.2015 which makes it clear that the workman is not interested in this case and the registered notice sent to the workman/Union was also received back with endorsement "Insufficient Address".

4. In these circumstances, this Tribunal is left with no choice, except to pass a "No Dispute /claim" Award. Let this award be sent to the appropriate Government for publication as required u/s 17 of the Industrial Dispute Act, 1947.

SACHINDRA KUMAR PANDEY, Presiding Officer/Link Officer

नई दिल्ली, 12 मई, 2026

का.आ. 920.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार बीसीसीएल के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में **केन्द्रीय सरकार औद्योगिक अधिकरण-सह-श्रम न्यायालय, धनबाद-2** के पंचाट **(संदर्भ संख्या 20/2011)** को प्रकाशित करती है,

[सं. एल -20012/114/2010-आईआर (सीएम-I)]

जयदीप यादव, उप निदेशक

New Delhi, the 12th May, 2026

S.O. 920.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award **(Ref. No. 20/2011)** of t**he Central Government Industrial Tribunal-cum-Labour Court, Dhanbad-II** as shown in the Annexure, in the industrial dispute between the Management of **BCCL.** and **their workmen.**

[No. L-20012/114/2010– IR (CM-I)]

JAIDEEP YADAV, Dy. Director

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO.2 , DHANBAD

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

Ref. Case No.- 20/2011

Parties :

Employer in relation to the management of Katras Area of M/s. BCCL .

AND

Their Workman

Present : Shri Sachindra Kumar Pandey

Presiding Officer/Link Officer

Appearances:

For the Employers :- Shri D.K. Verma Ld. Advocate

For Workman :- None

State : Jharkhand Industry :- Coal

Dated: 10 March, 2026

AWARD.

1. In the present case, a Reference was received from the appropriate Government vide letter no. L-20012/114/2010- (IR (CM-I)) dated 22/07/2011 under clause (d) of sub-section (1) and sub-section(2A) of section 10 of the I.D. Act. 1947 for adjudication of a dispute, terms of which as are under:-

SCHEDULE

"Whether the action of the management of Katras Area of M/s. BCCL , in not regularizing Shri Dhirendra Kumar Singh as attendance clerk is fair and justified ? To what relief the concerned workman is entitled to?"

2. In the endorsement made in reference order, the appropriate Government directed the parties raising the dispute to file statement of claim, complete with relevant document, list of reliance and witness with this Tribunal within 15 days of receipt of the reference order and to forward a copy of such statement of claims to the opposite parties involved in the dispute.

3. On receipt of the above reference, notice was sent to the workmen as well as the management and accordingly statement of claim and WS was filed by the parties but the case record shows that no evidence was led from the side of either party and the case record is running at the stage of evidence since long and the workman is also absent since long which makes it clear that the workman is not interested in this case and the registered notice sent to the workman/Union was also delivered to the Union but even after that the workman/Union is absent which makes it clear that the workman/Union has lost his interest in this case.

4. In these circumstances, this Tribunal is left with no choice, except to pass a "No Dispute /claim" Award. Let this award be sent to the appropriate Government for publication as required u/s 17 of the Industrial Dispute Act, 1947.

SACHINDRA KUMAR PANDEY, Presiding Officer/Link Officer

नई दिल्ली, 12 मई, 2026

का.आ. 921.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार बीसीसीएल के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में **केन्द्रीय सरकार औद्योगिक अधिकरण-सह-श्रम न्यायालय, धनबाद-II** के पंचाट **(संदर्भ संख्या 09/2005)** को प्रकाशित करती है,

[सं. एल -20012/128/2004-आईआर (सीएम-I)]

जयदीप यादव, उप निदेशक

New Delhi, the 12th May, 2026

S.O. 921.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award **(Ref. No. 09/2005)** of t**he Central Government Industrial Tribunal-cum-Labour Court, Dhanbad-II** as shown in the Annexure, in the industrial dispute between the Management of **BCCL.** and **their workmen.**

[No. L-20012/128/2004– IR (CM-I)]

JAIDEEP YADAV, Dy. Director

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL

NO.2 , DHANBAD

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

Ref. Case No.- 09/2005

Parties :

Employer in relation to the management of Kusunda Colliery of Kusunda Area of M/s. BCCL.

AND

Their Workmen

Present : Shri Sachindra Kumar Pandey

Presiding Officer/Link Officer

Appearances:

For the Employers :-None

For Workman :- None

State : Jharkhand Industry :- Coal

Dated: 12/03/2026

AWARD.

1. In the present case, a Reference was received from the appropriate Government vide letter no. L-20012/128/2004- (IR(C-I)) dated 17/12/2004 under clause (d) of sub-section (1) and sub-section(2A) of section 10 of the I.D. Act. 1947 for adjudication of a dispute, terms of which are as under:-

SCHEDULE

"Whether the action of the Kusunda Colliery under Kusunda Area, M/s. BCCL in denying employment to Sri Keshar Manjhi, the son-in-law of Lakhiram Manjhi, Ex-worker of Kusunda Colliery, M/s. BCCL, who was declared medically unfit, as per provision of NCWA is justified? If not, to what relief is Sri Kesar Manjhi entitled?"

2. In the endorsement made in reference order, the appropriate Government directed the parties raising the dispute to file statement of claim, complete with relevant document, list of reliance and witness with this Tribunal within 15 days of receipt of the reference order and to forward a copy of such statement of claims to the opposite parties involved in the dispute.

3. On receipt of the above reference, notice was sent to the workman as well as the management and accordingly statement of claim and WS was filed by the parties but at the stage of filing documents, the workman absented himself since 26/08/2014, and never appeared there after which makes it clear that the workman is not interested in this case and the registered notice sent to the workmen/Union was also delivered but despite that none appeared from the side of the union/workman.

4. In these circumstances, this Tribunal is left with no choice, except to pass a "No Dispute /claim" award. Let this award be sent to the appropriate Government for publication as required u/s 17 of the Industrial Dispute Act, 1947.

SACHINDRA KUMAR PANDEY, Presiding Officer/Link Officer

नई दिल्ली, 14 मई, 2026

का.आ. 922.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार **भारतीय स्टेट बैंक** के प्रबंधतत्र, संबद्ध नियोजकों और उनके कर्मकारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय **हैदराबाद** के पंचाट (95/2002) प्रकाशित करती है।

[सं. एल –12012/83/2000-आईआर (बी-I)]

सलोनी, उप निदेशक

New Delhi, the 14th May, 2026

S.O. 922.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. 95/2002*)* 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-12012/83/2000- 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 20th day of April, 2026

INDUSTRIAL DISPUTE No. 95/2002

[Old ID No. 73/2000 of Industrial Tribunal No.I, Hyderabad]

Between:

Smt. H. Gangamma,

12/141-B4,

Ammavari Cheruvutota,

Anantpur,

Dist Anantapur(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. Ranjeeth Reddy, Advocate

AWARD

The Government of India, Ministry of Labour by its order No. L-12012/83/2000-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. 73/2000, 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, Anantapur Main Branch in terminating Smt. H. Gangamma, Sweeper, from the services of the Bank by way of oral orders w.e.f 31.03.1997 is justified? If not, what relief she is entitled?"

After receipt of the reference, it was numbered as ID No. 95/2002 and notices were issued to both the Workman and the management.

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

aforesaid Writ Appeals No.1268/2014 and other Writ Appeals were decided by Division Bench of High Court of Andhra Pradesh by a common judgement dated 20.3.2019. Hon'ble High Court in aforesaid Writ Appeal was pleased to pass the order which is extracted as below:-

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

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

(1) affirming the impugned common order of the learned single Judge to the extent it sets aside the common award dated 17.05.2005 of the Industrial 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 her claim statement are that, the Workman joined in the service of the management institution as Sweeper from 1984 to 1996, and has rendered unblemished service spreading over a period of about 12 years. The Respondent has terminated services of Workman by oral orders with effect from 1.4.1997. Further, it is submitted that the management of Respondent bank decided to give a chance to temporarily employed personnel "found suitable for permanent appointment" by wait- listing them by offering permanent appointment or waitlisting till such opportunity arises.

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

5. The persons who satisfied in all the above 4 categories were to be interviewed by a selection committee and the said selection committee would determine the suitability of the said candidate for permanent appointment. Therefore, the bank prescribed certain qualifications and from among the candidates satisfying the qualifications the suitable candidates were enlisted by a selection committee. The Clause 7 of the said agreement provided with the selected candidate would be wait listed in order of their respective categorization and the selected panel would be valid 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 her services will be regularized with the bank. She is thereby closed all her options elsewhere. It is needless to point out that employing person to whom hope of employment in substantial terms was made is a facet of Article 21 of the Constitution of India.

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

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

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

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

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

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

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

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

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

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

13. The Workman submits that it is strange as to how the panels were allowed to lapse by a so-called Memorandum of Understanding dated 25.2.1997, that the action of terminating such employees like the Workman by virtue of an impugned oral proceedings without implementing the settlement would be illegal and unfair labour practice which cannot be allowed to be perpetuated. That the discontinuance of the Workman after 31.3.97 who had served in the bank in any capacity amounts to retrenchment. It could not have been done without any notice and it violates Sec.25FF of the Industrial Disputes Act, 1947 and the said action is violative of principles of natural justice guaranteed under Chapter III of the Constitution of India. This amounts to retrenchment without one month's notice and taken in view of such notice. Thus, the main proceedings issued by the Respondent is without jurisdiction

and is arbitrary, illegal and therefore liable to be quashed. That the alleged Memorandum of Understanding dated 27.2.97, Ex.M5 does not own any legal entity, as the said Memorandum of Understanding is not published anywhere to brought to the notice of the Workman whose rights are being affected. It is submitted that Management did not adhere to the procedure envisaged by the Central Government in its' instructions dated 16.8.90 in the year 1995. The same was not followed in the year 1997 despite there being vacancies. The management has followed the procedure of calling candidates through Employment exchange instead of giving chance to the empanelled candidates like the Workman here. It is pertinent to mention here that the Respondent Management sent letters to the all similarly situated candidates like the Workman in the month of June, 1997, subsequent to the passing of impugned termination orders. After knowing the facts that the candidates are litigating, the Management refused to engage these candidates. It is once again reiterated that the panels are meant for absorption but not for termination. It was the duty of the Management to engage the empanelled candidates like the Workman even in temporary vacancies till they are absorbed permanently in regular vacancies. Hence, the action of the Respondent Management terminating the services of the Workman by oral order dated 31.3.97 is unjust, illegal, violative of principles of natural justice and hence, the Management be directed to reinstate and absorb the Workman and to grant all incidental and consequential benefits.

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

15. Discussions were held and on 17.11.1987 an agreement was signed between the federation and the Management bank under Sec. 2(p) read with Sec 18(1) of the Industrial Disputes Act, 1947 read with Rule 58 of Industrial Disputes (Central) Rules 1957. A copy of the said settlement dated 17.11.87 which may be herein after referred as first settlement is filed and 4 categories were made as it has already been mentioned in the claim statement above, it need not be repeated here. In the first settlement, it was agreed that the temporary employees as categorized would be given a chance for being considered for permanent appointment in the bank's service against the vacancies which are likely to arise during the period 1987 to 1991. On 16.7.88 second settlement was arrived between the Federation and the Bank whereby it was agreed to substitute the period of consideration of vacancies as 1987 to 1992 in place of 1987 to 1991 as contemplated under the first settlement dated 17.11.1987. This is the second settlement. A 3rd settlement was entered into on 27.10.88 and it was agreed that the bank's service against the vacancies likely to arise from 1988 to 1992 was to be considered. Government of India vide its letter dated 16.8.90 issued guidelines to all the public sector banks with regard to recruitment and absorption of temporary employees in public sector banks. The said guidelines were issued to implement on the lines of approach paper on the issue provided by a committee constituted in this regard. Government of India guidelines made it clear that all the public sector banks may follow the provisions laid down in the approach paper. The approach paper specified that the cases of temporary service in 12 consecutive months and who are entitled to benefit of Sec.25F of the Industrial Disputes Act, 1947 may be decided by entering into a settlement with the representative union. In respect of temporary employees who had put in less than 240 days of service in 12 consecutive months or less, a settlement could be avoided and however if the Management so desired they could enter into a conciliation settlement with the representative union. In para. 6(h) it is mentioned that only those temporary employees who had put in temporary service of 90 days or more days after 1.1.82 would be eligible for considering under the scheme. Although the Government guidelines envisaged for a settlement in respect of employees who had put in temporary service of 90 days or more days, the bank by way of a further concession entered into settlements. Even in respect of those who had put in less than 90 days and also the bank went a step further and said those persons who are working after 1975 were also considered. Hence, there was a genuine effort on the part of the Respondent bank to provide as many as possible jobs subject to the availability of the vacancies. However, para 6 (k) of the approach paper made it clear that it is a one time, exercise in full and final, settlement of all the claims and disputes for the past period, in respect of temporary workmen covered by the settlement. Another settlement was entered on 9.1.91 herein after referred as 4th settlement and the time limit was extended upto 1994 and separate panel was prepared for temporary employees, casual/daily wagers. It was agreed that while vacancies arising between 1988 to 1994 in respect of temporary employees and in respect of casual/daily wagers, they can be considered for the vacancies arising between 1995-96 only.

16. It is submitted that the administrative set up of the Hyderabad Local Head Office comprises of four Zonal Offices (Zones) at Hyderabad, Vijayawada, Visakhapatnam and Tirupathi covering all the Districts of Andhra Pradesh. In terms of the settlement the Management after following the procedure laid down therein prepared the panels of qualified candidates of temporary employees denoted as 1989 panel and also panel of casual/daily wagers denoted as 1992 panel for giving a chance for being considered for permanent absorption. These panels were

prepared zone-wise separately for messengers and non-messengers in the descending order of temporary service put in by the candidates during the stipulated period i.e., 1.7.1975 to 31.7.1988. That the Federation approached the Regional Labour Commissioner(C) for implementation of bi-partite settlement in respect of absorption of temporary employees. The Regional Labour Commissioner(C) conducted conciliation proceedings and an agreement was arrived between the Federation and the bank. It was agreed that it would be kept alive upto March, 1997. A copy of the conciliation proceedings dated 9.2.1995 signed by the parties is filed as material paper. A settlement was arrived at and an agreement was signed between the Federation and the Management bank on 30.7.1996 under Sec.2 (p) read with Sec.18(1) of the Industrial Disputes (Central) Rules, 1957, which is hereinafter called as 5th settlement. That on 27.2.1997 a Memorandum of understanding was also signed by the federation's affiliate and the bank Management recording the fact that the exercise of identifying the messengerial vacancies as on 31.12.1994 has since been completed by Central Office and thereby 403 messengerial vacancies were sanctioned . It was agreed that these vacancies may be filled from 1989 panel of temporary employees after effecting conversion from full time non-messengerial staff in the usual manner and the agreement was reached accordingly. It was agreed between the Federation's affiliate and the Management bank that in terms of the settlement dated 30.7.1996 both the panels of temporary employees and daily wagers/casual employees would lapse on 31.3.1997. That as agreed upon vacancies were filled from the panels. The Workman who has put in an aggregate temporary service of less than 240 days in a continuous block of 12 months period during 1.7.1975 to 31.7.1988 has no right to seek a direction to consider her 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 her 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 her 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 her claim Workman has examined herself 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 her claim which are discussed as under:-

Ex. W1 is the call letter for interview. Ex. W2 is the Service Certificate. Ex. W3 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 Smt. H. Gangamma, Sweeper 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 she 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 she had applied for inclusion of her name in the panel and she was selected for inclusion her name in the panel list to be utilized for absorption of such Workman to permanent post in order of their seniority in the list. The Settlement dated 30.7.1996 between State Bank of India and All India State Bank of India Staff Federation under Sec.2(p) and Sec.18(1) of I.D. Act, 1947 has clearly provided as regard non-messengerial position and it is agreed that all such posts sanctioned fallen vacant upto 31.3.1997 shall be filled before empanel list is allowed to lapse. Thus, in view of law laid down by the Hon'ble Apex Court, in the instant case, Agreement dated 30.7.1996 was entered into between both the parties in respect of lapsing of the both the panels on 31.3.1997 and absorption of the Workmen from panel list was subject to availability of vacancy of post likely to arise upto 31.3.1997, have a binding force on Workman as well as management of State Bank of India in view of provision contained under section 18 (1) of I.D. Act, 1947.

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

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

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

Section 25F provides:-

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

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

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

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

Compensation to workmen in case of transfer of undertakings.

Section 25B defines the term continuous service which provides

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

" I was not sponsored by any Employment Exchange. I did not undergo the regular process of selection before my engagement as a sweeper in the bank."

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

Thus, it is clear from the testimony of WW1 that the Workman had not worked for 240 days continuously in any 12 months of a calendar year just preceding from the date of her termination in the Respondent bank. Therefore, Workman failed to establish her plea by her oral and documentary evidence that he had worked for 240 days continuously in calendar year just preceding from the date of her 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 her claim, number of days worked with the Respondent goes to reveal that the Workman had worked intermittently as daily wager depending upon availability of work in branch. Workman did not file any document of appointment letter or salary slips in support of her 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 she was terminated from services is not correct. As the vacancies were filled up on regular basis in order of their respective seniority the non-engagement of the Workman does not amount to termination. Further, Respondent contended that no law provide that even though there is no work temporary employee should be continued in the bank work as the very engagement of Workman was subject to availability of work. Therefore, the allegation that the bank has indulged in unfair labour practice is incorrect.

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

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

33. Further, the circular dated 27.3.1997 was issued by DGM, SBI to all branches in commercial network in respect of the non-appointment of temporary employees in subordinate cadre and it has directed not to make any temporary employment in the subordinate cadre with effect from 1.4.97 and further, it has directed to ensure that no temporary/casual/daily basis appointment of the petty cash. Further, it is directed to all Branch Managers that any

deviation in this regard will be viewed seriously. Thus, these circulars do not reflect that the Workman has been terminated from service by this order.

34. Similarly, office order dated 31.3.1997 is simply a direction to all branches of the Respondent bank by DGM that no further daily labour should be engaged or employed. Therefore, the plea of the Workman that 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 she had worked as a daily wager for which she has been paid wages according to number of working days. As there was an order for prohibition for engaging temporary workmen, in the bank, therefore, Workman could not be engaged by the Respondent for work from 1.4.1997 and there after. It is settled law that the daily wagers are engaged by the employer depending upon the availability of work and as the work was not available the Workman was not engaged further by the Respondent management. Therefore, the Workman on the ground of number of days she 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 on the number of days of service put in by the temporary employees. The bank had filled up the vacancies on regular basis with the temporary employees whose names were included in the panel in order of their seniority in the panel as per the settlements". Further, witness states that "I am not having any documents to show that any of my juniors are continuing in service."

Thus, from the above statement of the Workman witness WW1 it is clear that the panel was prepared in terms of various settlements entered into between Staff Federation of State Bank of India and State Bank of India and it was prepared on the basis of number of days of work put in by the temporary employees. Further, the Workman herself admitted that some of the temporary employees whose names were included in the panel were given regular

appointment in the bank in order of their seniority in the panel and he is not having any document to show that any person who worked for less number of days than the Workman was given appointment in the bank. Therefore, the allegation of the Workman that the regular appointment has been made by the bank from the panel list in breach of the terms of the settlement and violation of seniority of panel list is not proved by this evidence of WW1. Thus, there is no evidence on record that bank has given the appointment to the temporary employees as well as daily wagers from the panel list 1989 and 1992 in breach of seniority of the temporary employees in the list. There is no evidence of jumbling in the panel list to make appointment of any permanent Workman in breach of the seniority. Therefore, I am constrained to hold that the Respondent Management has appointed the workmen from panel list in order of seniority and there is no jumbling of workmen in the panel list before it got lapsed on 31.3.1997.

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

41. In this context, the perusal of Settlement dated 30.7.1996 reveals that the 5th Settlement dated 30.7.1996 was entered under Section 2(p) and 18(1) of I.D. Act, 1947 read with Rule 58 of Industrial Dispute (Central) Rules 1957. This settlement has been entered into by the competent parties and in this settlement parties thereto agreed that both the panels of temporary employees and daily wagers/casual employees will lapse on 31.3.1997. Thus the date of lapse of panel was fixed by both the parties with consensus under the settlement dated 30.7.1996 and same is binding upon the Workman under the provision of Section 18(1) of I.D. Act, 1947. Moreover, this issue of binding force of the settlement dated 17.11.1987, 16.7.1988, 27.10.1988 and 9.1.1991 has already been discussed, decided at finding in Point No.I of this award. However, the legality and validity of the aforementioned settlement has not been challenged by the Workman before any competent forum. Thus, claim of Workman that the date of lapse of panel i.e., 31.3.1997 has been fixed arbitrarily by the Respondent bank is untenable. As regard the claim of Workman for her absorption to the permanent post it is settled law that the Workman can not claim her 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 her 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 her 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 her cross examination has herself admitted this fact that, some of the temporary employees whose names were included in the panel were given regular appointment in the bank in order of their seniority in the panel. The Workman failed to show that there was any breach of terms of settlement has been committed by the Respondent in appointment to permanent post from aforesaid panel list.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

47. On the other hand, in support of his contention Respondent has examined witness MW1 and MW1 in chief examination states that, Settlements i.e., on 17.11.1987, 16.7.1988, 27.10.1988, 9.1.1991 were entered into between the SBI and SBI Staff Federation for filling up of the vacancies that arise up to 1994 for those temporary employees who has worked on scale wages. Further, MW1 states that two different panels for messengers and non-messengers as per the eligibility criteria prescribed by the bank. There are four modules in Andhra Pradesh and they are Hyderabad, Tirupathi, Vijayawada and Visakhapatnam. MW1 states that the temporary employees so empanelled were given permanent absorption depending upon the vacancies so arise strictly in terms of the settlement. MW1 states that on 9.6.1995 conciliation proceeding was held before the RLC(C), Hyderabad and in said proceedings it was decided that the panels will be kept live up to 31.3.1997 and vacancies will be filled from both the lists concurrently. A copy of the said minutes of proceedings is Ex.M5. Further, MW1 states that on 30.7.1996 another settlement was entered between the SBI and All India SBI Staff Federation providing for filling up of the vacancies arising up to December 1994 in respect of subordinate cadre and daily wage /casual wage employees out of panel so prepared were to be considered against vacancies arising from January 1995 to December 1996, thereafter the said panels lapse. MW1 states that it was also agreed that all the non- messenger positions in subordinate cadre including part time attendants specially provided as leave reserve will be filled before 31.3.1997 and as regards to non-messengerial positions it is agreed that all such posts sanctioned and fallen vacant up to 31.3.1997 shall be filled before the empanelled list is allowed to lapse. Thus in both the cases empanelled list were lapsed on 1.4.1997. Ex.M6 is the copy of the settlement dated 30.7.1996. Further, witness states that on 27.2.1997 a memorandum of understanding was reached between the SBI and SBI Staff Federation providing that both the panels above mentioned will lapse on 31.3.1997. Ex.M7 is the copy of the memorandum of understanding and Ex.M8 is the copy of the statements giving the particulars of 1989 non-messenger panel, Ex.M9 is the copy of the statement of 1989 non-messenger panel, Ex.M10 is the copy of statement of 1992 panel. Further, witness states that petitioner was included in the 1989 panel. As the existing vacancies at that time were exhausted and her 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 her 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 emploesyees 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 Smt. H. Gangamma, Sweeper 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 20th day of April, 2026.

IRFAN QAMAR, Presiding Officer

Appendix of evidence

Witnesses examined for the Petitioner	Witnesses examined for the Respondent
WW1: Smt. H. Gangamma	MW1: Sri K. Bala Kotaiah

Documents marked for the Petitioner

Ex.W1:	Photocopy of call letter for interview
Ex.W2:	Photocopy of Service Certificate
Ex.W3:	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, 14 मई, 2026

का.आ. 923.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार **भारतीय स्टेट बैंक** के प्रबंधतत्र, संबद्ध नियोजकों और उनके कर्मकारां के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय **हैदराबाद** के पंचाट (145/2002) प्रकाशित करती है।

[सं. एल –12012/68/2000-आईआर (बी-I)]

सलोनी, उप निदेशक

New Delhi, the 14th May, 2026

S.O. 923.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. 145/2002*)* 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-12012/68/2000- 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. 145/2002

[Old ID No. 46/2000 of Industrial Tribunal No.I, Hyderabad]

Between:

Smt. M. Narsu Bai,

W/o Gangaram,

R/o Pallikonda(PO),

Bheemgal,

Nizambad Dist.

… Petitioner

And

The Asst.General Manager,

(Personnel & HRD Department),

State Bank of India,

Local Head Office,

Bank Street Koti,

Hyderabad(A.P). …..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-12012/68/2000-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. 46/2000, 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 Smt. M. Narsu Bai, Ex-Temporary Messenger by way of oral orders w.e.f 31.03.97 is justified? If not, what relief she is entitled?"

After receipt of the reference, it was numbered as ID No. 145/2002 and notices were issued to both the Workman and the management.

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

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

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

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

(1) affirming the impugned common order of the learned single Judge to the extent it sets aside the common award dated 17.05.2005 of the Industrial 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 her claim statement are that, the Workman joined in the service of the management institution as Messenger from 1985 to 1996, and has rendered unblemished service spreading over a period of about 14 years. The Respondent has terminated services of Workman by oral orders with effect from 1.4.1997. Further, it is submitted that the management of Respondent bank decided to give a chance to temporarily employed personnel "found suitable for permanent appointment" by wait- listing them by offering permanent appointment or waitlisting till such opportunity arises.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

extended upto 1994 and separate panel was prepared for temporary employees, casual/daily wagers. It was agreed that while vacancies arising between 1988 to 1994 in respect of temporary employees and in respect of casual/daily wagers, they can be considered for the vacancies arising between 1995-96 only.

16. It is submitted that the administrative set up of the Hyderabad Local Head Office comprises of four Zonal Offices (Zones) at Hyderabad, Vijayawada, Visakhapatnam and Tirupathi covering all the Districts of Andhra Pradesh. In terms of the settlement the Management after following the procedure laid down therein prepared the panels of qualified candidates of temporary employees denoted as 1989 panel and also panel of casual/daily wagers denoted as 1992 panel for giving a chance for being considered for permanent absorption. These panels were prepared zone-wise separately for messengers and non-messengers in the descending order of temporary service put in by the candidates during the stipulated period i.e., 1.7.1975 to 31.7.1988. That the Federation approached the Regional Labour Commissioner(C) for implementation of bi-partite settlement in respect of absorption of temporary employees. The Regional Labour Commissioner(C) conducted conciliation proceedings and an agreement was arrived between the Federation and the bank. It was agreed that it would be kept alive upto March, 1997. A copy of the conciliation proceedings dated 9.2.1995 signed by the parties is filed as material paper. A settlement was arrived at and an agreement was signed between the Federation and the Management bank on 30.7.1996 under Sec.2 (p) read with Sec.18(1) of the Industrial Disputes (Central) Rules, 1957, which is hereinafter called as 5th settlement. That on 27.2.1997 a Memorandum of understanding was also signed by the federation's affiliate and the bank Management recording the fact that the exercise of identifying the messengerial vacancies as on 31.12.1994 has since been completed by Central Office and thereby 403 messengerial vacancies were sanctioned . It was agreed that these vacancies may be filled from 1989 panel of temporary employees after effecting conversion from full time non-messengerial staff in the usual manner and the agreement was reached accordingly. It was agreed between the Federation's affiliate and the Management bank that in terms of the settlement dated 30.7.1996 both the panels of temporary employees and daily wagers/casual employees would lapse on 31.3.1997. That as agreed upon vacancies were filled from the panels. The Workman who has put in an aggregate temporary service of less than 240 days in a continuous block of 12 months period during 1.7.1975 to 31.7.1988 has no right to seek a direction to consider her 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 her 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 her 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 her claim Workman has examined herself as WW1 and also filed documents in evidence which has been exhibited as Ex.W1 to W8. Further, the Workman has filed photocopies of documents in support of her claim which are discussed as under:-

Ex. W1 is the Notification. Ex. W2 is the call letter for interview. Ex. W3 is the Service Certificate. Ex. W4 is the Service Certificate. Ex. W5 is the Service Certificate. Ex. W6 is the Service Certificate. Ex. W7 is the letter to employment exchange by Respondent. Ex. W8 is the Circular letter dated 14.07.1999.

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

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

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

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

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

I. Whether the 1st settlement dated 17.11.1987, 2nd settlement dated 16.7.1988, 3rd settlement dated 27.10.1988, 4th settlement dated 9.1.1991 and 5th settlement dated 30.7.1996 entered into between State Bank of India and All India State Bank of India Staff Federation and also Memorandum of Understanding are binding upon both the parties?

II. Whether the action of State Bank of India, Local Head Office in terminating the services of Workman Smt. M. Narsu Bai, 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 she had applied for inclusion of her name in the panel and she was selected for inclusion her name in the panel list to be utilized for absorption of such Workman to permanent post in order of their seniority in the list. The Settlement dated 30.7.1996 between State Bank of India and All India State Bank of India Staff Federation under Sec.2(p) and Sec.18(1) of I.D. Act, 1947 has clearly provided as regard non-messengerial position and it is agreed that all such posts sanctioned fallen vacant upto 31.3.1997 shall be filled before empanel list is allowed to lapse. Thus, in view of law laid down by the Hon'ble Apex Court, in the instant case, Agreement dated 30.7.1996 was entered into between both the parties in respect of lapsing of the both the panels on 31.3.1997 and absorption of the Workmen from panel list was subject to availability of vacancy of post likely to arise upto 31.3.1997, have a binding force on Workman as well as management of State Bank of India in view of provision contained under section 18 (1) of I.D. Act, 1947.

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

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

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

Section 25F provides:-

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

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

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

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

Compensation to workmen in case of transfer of undertakings.

Section 25B defines the term continuous service which provides

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

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

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

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

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

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

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

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

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

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

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

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

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

answered in favor of the Workman pursuant to the deeming fiction enacted in clause (2)(a) it will have to be assumed that the Workman is in continuous service for a period of one year and he will satisfy the eligibility qualification enacted in Section 25-F"

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

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

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

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

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

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

"My name was not sponsored by any Employment Exchange. I did not undergo the selection process required for appointment as Non-Messenger."

"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 her termination in the Respondent bank. Therefore, Workman failed to establish her plea by her oral and documentary evidence that he had worked for 240 days continuously in calendar year just preceding from the date of her 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 her claim, number of days worked with the Respondent goes to reveal that the Workman had worked intermittently as daily wager depending upon availability of work in branch. Workman did not file any document of appointment letter or salary slips in support of her 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 she was terminated from services is not correct. As the vacancies were filled up on regular basis in order of their respective seniority the non-engagement of the Workman does not amount to termination. Further, Respondent contended that no law provide that even though there is no work temporary employee should be continued in the bank work as the very engagement of Workman was subject to availability of work. Therefore, the allegation that the bank has indulged in unfair labour practice is incorrect.

31. Thus, in view of the fore gone discussion and contentions made by the Respondent, I find the force in the argument advanced by the Respondent that in the instant matter, Workman was not terminated from service by order dated 31.3.1997 rather she was disengaged in view of the non-availability of the work in the branch. Further, there was direction issued by the Head Office of the Respondent authority not to engage any daily wager Workman/ temporary Worker w.e.f. 1.4.1997. Thus, such disengagement of Workman does not amount to termination. Moreover, the Workman failed to prove her claim that she was terminated in contravention of provision of Sec.25F of the I.D. Act, 1947 as she failed to establish her 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 she had worked as a daily wager for which she has been paid wages according to number of working days. As there was an order for prohibition for engaging temporary workmen, in the bank, therefore, Workman could not be engaged by the Respondent for work from 1.4.1997 and there after. It is settled law that the daily wagers are engaged by the employer depending upon the availability of work and as the work was not available the Workman was not engaged further by the Respondent management. Therefore, the Workman on the ground of number of days he had worked in the Respondent bank cannot claim any right to reinstate him into the employment. As the Workman failed to prove the mandatory condition of 240 days of continuous service as required under Sec.25F of I.D. Act, 1947. Therefore, the disengagement of Workman from work can not be termed in contravention of provision contained under Sec.25F and 25 B of the I.D. Act, 1947.

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

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

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

Federation's affiliate and the bank management regarding the fact that the exercise of identifying the messengerial vacancies as on 31.12.1994 has since been completed by central office and thereby 403 messengerial vacancies were sanctioned to the circle of the Management bank and it was agreed that these vacancies may be filled from 1989 panel of temporary employees after effecting conversion from full time non-messengerial staff in the usual manner and the agreement was reached upon. Further, it was agreed between the Federations affiliate and the management bank that in terms of the settlement dated 30.7.1996 both the panels of temporary employees and daily wagers /casual employees would lapse on 31.3.1997.

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

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

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

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

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

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

" I did not apply to the bank in response to the advertisement issued by the bank as per the settlements between the union and management….. Further Witness states that, "The panel was prepared basing on the number of days of service put in by the temporary employees. Some of the persons whose names were included in the panel were given

appointment on regular basis. Further, witness states that, "I am not having any document to show that any of my juniors are continuing in service…. Who had worked for less no. of days than me was given appointment in the bank."

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

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

41. In this context, the perusal of Settlement dated 30.7.1996 reveals that the 5th Settlement dated 30.7.1996 was entered under Section 2(p) and 18(1) of I.D. Act, 1947 read with Rule 58 of Industrial Dispute (Central) Rules 1957. This settlement has been entered into by the competent parties and in this settlement parties thereto agreed that both the panels of temporary employees and daily wagers/casual employees will lapse on 31.3.1997. Thus the date of lapse of panel was fixed by both the parties with consensus under the settlement dated 30.7.1996 and same is binding upon the Workman under the provision of Section 18(1) of I.D. Act, 1947. Moreover, this issue of binding force of the settlement dated 17.11.1987, 16.7.1988, 27.10.1988 and 9.1.1991 has already been discussed, decided at finding in Point No.I of this award. However, the legality and validity of the aforementioned settlement has not been challenged by the Workman before any competent forum. Thus, claim of Workman that the date of lapse of panel i.e., 31.3.1997 has been fixed arbitrarily by the Respondent bank is untenable. As regard the claim of Workman for her absorption to the permanent post it is settled law that the Workman can not claim her 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 her 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 her 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 her cross examination has herself admitted this fact that, some of the temporary employees whose names were included in the panel were given regular appointment in the bank in order of their seniority in the panel. The Workman failed to show that there was any breach of terms of settlement has been committed by the Respondent in appointment to permanent post from aforesaid panel list.

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

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

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

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

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

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

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

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

"7. In contractual sphere as in all other State actions, the State and all its instrumentalities have to conform to Article 14 of the Constitution of which non-arbitrariness is a significant facet. There is no unfettered discretion in public law: A public authority possesses powers only to use them for public good. This impose the duty to act fairly and to adopt a procedure which is `fairplay in action'. Due observance of this obligation as a part of good administration raises a reasonable or legitimate expectation in every citizen to be treated fairly in his interaction with the State and its instrumentalities, with this element forming a necessary component of the decision making process in all State actions. To satisfy this requirement of non- arbitrariness in a State action, it is, therefore, necessary to consider and give due weight to the reasonable or legitimate expectations of the persons likely lo be affected by the decision or else that unfairness in the exercise of the power may amount to an abuse or excess of power apart from affecting the bona fides of the decision in a given case. The decision so made would be exposed to challenge on the ground of

arbitrariness. Rule of law does not completely eliminate discretion in the exercise of power, as it is unrealistic, but providers for control of its exercise by judicial review."

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

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

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

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

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

47. On the other hand, in support of his contention Respondent has examined witness MW1 and MW1 in chief examination states that, Settlements i.e., on 17.11.1987, 16.7.1988, 27.10.1988, 9.1.1991 were entered into between the SBI and SBI Staff Federation for filling up of the vacancies that arise up to 1994 for those temporary employees who has worked on scale wages. Further, MW1 states that two different panels for messengers and non-messengers as per the eligibility criteria prescribed by the bank. There are four modules in Andhra Pradesh and they are Hyderabad, Tirupathi, Vijayawada and Visakhapatnam. MW1 states that the temporary employees so empanelled were given permanent absorption depending upon the vacancies so arise strictly in terms of the settlement. MW1 states that on 9.6.1995 conciliation proceeding was held before the RLC(C), Hyderabad and in said proceedings it was decided that the panels will be kept live up to 31.3.1997 and vacancies will be filled from both the lists concurrently. A copy of the said minutes of proceedings is Ex.M5. Further, MW1 states that on 30.7.1996 another settlement was entered between the SBI and All India SBI Staff Federation providing for filling up of the vacancies arising up to December 1994 in respect of subordinate cadre and daily wage /casual wage employees out of panel so prepared were to be considered against vacancies arising from January 1995 to December 1996, thereafter the said panels lapse. MW1 states that it was also agreed that all the non- messenger positions in subordinate cadre including part time attendants specially provided as leave reserve will be filled before 31.3.1997 and as regards to non-messengerial positions it is agreed that all such posts sanctioned and fallen vacant up to 31.3.1997 shall be filled before the empanelled list is allowed to lapse. Thus in both the cases empanelled list were lapsed on 1.4.1997. Ex.M6 is the copy of the settlement dated 30.7.1996. Further, witness states that on 27.2.1997 a memorandum of understanding was reached between the SBI and SBI Staff Federation providing that both the panels above mentioned will lapse on 31.3.1997. Ex.M7 is the copy of the memorandum of understanding and Ex.M8 is the copy of the statements giving the particulars of 1989 non-messenger panel, Ex.M9 is the copy of the statement of 1989 non-messenger panel, Ex.M10 is the copy of statement of 1992 panel. Further, witness states that petitioner was included in the 1989 panel. As the existing vacancies at that time were exhausted and her 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 her 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 emploesyees 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 Smt. M. Narsu Bai, Non-Messenger by way of oral orders w.e.f. 31.3.1997 is justified. Hence, the Petitioner is not entitled for any relief as prayed for. The claim statement filed by Workman sans merit, hence, dismissed. Reference is answered accordingly.

Award is passed accordingly. Transmit.

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

IRFAN QAMAR, Presiding Officer

Appendix of evidence

Witnesses examined for the Petitioner	Witnesses examined for the Respondent
WW1: Smt. M. Narsu Bai	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 Service Certificate
Ex.W4:	Photocopy of Service Certificate
Ex.W5:	Photocopy of Service Certificate
Ex.W6:	Photocopy of Service Certificate
Ex.W7:	Photocopy of letter to employment exchange by Respondent
Ex.W8:	Photocopy of Circular letter dated 14.07.1999

Documents marked for the Respondent

Ex.M1:	Photocopy of settlement between Respondent and All India State Bank of India Staff Federation dt.17.11.87
Ex.M2:	Photocopy of settlement between Respondent and All India State Bank of India Staff Federation dt.16.7.88
Ex.M3:	Photocopy of settlement between Respondent and All India State Bank of India Staff Federation dt.27.10.1988
Ex.M4:	Photocopy of settlement between Respondent and All India State Bank of India Staff Federation dt.9.1.1991
Ex.M5:	Photocopy of conciliation proceedings before the Regional Labour Commissioner(C) dt.9.6.1995
Ex.M6:	Photocopy of settlement between Respondent and All India State Bank of India Staff Federation dt.30.7.1996
Ex.M7:	Photocopy of Memorandum of understanding dt. 27.1.1997
Ex.M8:	Photocopy of statements giving the particulars of 1989 messenger panel.
Ex.M9:	Photocopy of statement of 1989 Non-messenger panel

Ex.M10: Photocopy of statement of 1992 panel

Ex.M11: Photocopy of order of Hon'ble High Court in WA No.86/98 dt. 1.5.98

Ex.M12: Photocopy of order in SLP No.11886-11888 of 1998 dated 10.8.98

नई दिल्ली, 15 मई, 2026

का.आ. 924.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार मंडल रेल प्रबंधक के प्रबंधतत्र, संबद्ध नियोजकों और उनके कर्मकारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय चेन्नई के पंचाट (75/2017) प्रकाशित करती है।

[सं. एल –12025/01/2026-आईआर (बी-I)-133]

सलोनी, उप निदेशक

New Delhi, the 15th May, 2026

S.O. 924.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. 75/2017*)* of the *Cent.Govt.Indus.Tribunal-cum-Labour Court Chennai* as shown in the Annexure, in the industrial dispute between the management of Divisional Railway Manager and their workmen.

[No. L-12025/01/2026- IR(B-I)-133]

SALONI, Dy. Director

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL

TRIBUNAL- CUM - LABOUR COURT, CHENNAI

Date: 27-03-2026

Present: SUSHIL KUMAR-II,

PRESIDING OFFICER

I.D. No. 75/2017

BETWEEN

Smt. P.Manga

28/32, Shakthi Nagar,

3rd Street, Choolaimedu,

Chennai-600 094. : 1st Party/ Petitioner

AND

1. The Divisional Railway Manager
   Personnel Branch, Chennai Division,
   Chennai-600 003.
2. Shri Anupam Sharma, DRM/MAS,
   O/o. Divisional Railway Manager
   Personnel Division,
   Chennai-600 003. :2n Party/Respondents

Appearance:

For the 1st Party/ Petitioner : M/s. S.Meenakshi Advocates

For the 2nd Party/ Respondents : M/s. K.Muthamil Raja, Advocates

The Petitioner has filed this petition u/s.2A(2) of the Industrial Disputes Act, 1947 directly seeking relief of reinstatement into service of the Respondent with consequential benefits.

2. As per the claim of the Petitioner, she was employed as a Bungalow Lascar in the house of the Mr. Anupam Sharma DRM/MAS, from the last week of June, 2015. For the first three months, she was served without salary. Thereafter, she was appointed as a temporary Bungalow-wala in the railway department in the month of October, 2015. In the Railway officer's house, she used to prepare tea, wash the clothes, Bed cleaning, washing foot ware, shoes polish, in order to prepare food purchase vegetables and provisions, to take lunch to officer's office and it has been routine in a day. The daily work starts at 6.00 am in the morning and have to work till 11 pm in the night. The Officer's wife utilized the services of Petitioner as house maid and compelled the Petitioner to buy vegetables and provisions on her money. All the Petitioner's salary was spent for officer's family. The Officer's wife compelled the Petitioner to replace the cooker with new one for the reason that she has scrubbed imperfectly. The Petitioner bought new cooker for Rs.2000/- and provided to her. She imposed various conditions on the Petitioner while entering the Bungalow and leaving the house and allowed only five minutes for rest room usage. The Officer's wife always pinch the Petitioner. The Petitioner fell ill and recovered after medical treatment. The Petitioner suffered with mental and physical illness and hunger. The Officer's wife used to beat the Petitioner and gave ill-treatment to the Petitioner and threatened to make complaint against the Petitioner. The Officer's wife raised false allegation intentionally and insulted her which led the Petitioner to suffer with mental stress. The Petitioner worked till May, 2016. Thereafter, the Petitioner was sent out of the house and she was not allowed to enter the house. Although the Petitioner would go to Officer's house every day for work, she was not allowed to enter the Bungalow and was paid salary only till March, 2016. Thereafter, the Petitioner was not paid any salary. She took medical treatment in the railway hospital for her ailment. Since the Officer's wife has not allowed the Petitioner to work, the Petitioner sought relief before the Labour Commissioner (Central) to permit the Petitioner to reinstate her into service. But the Respondent filed new documents stating that she was terminated from service on the charge of unauthorized absence from duty from 01.04.2016 to 17.06.2016 for a total period of 78 days. The order of termination is completely ex-parte and the Petitioner was not served with show cause notice or charge memo. Therefore, the action of the Respondent is arbitrary, unjustified and the Respondent did not conduct any domestic enquiry. It is in total violation of principles of natural justice. The Respondent has not issued any notice to the Petitioner. The Petitioner has furnished her address to the Respondent for sending the service benefits, despite they have not informed by sending any notice for enquiry. Therefore, it is prayed that Respondent may be directed to reinstate her into service with continuity of service and all monetary benefits.

3. The Respondents in its reply stated that Petitioner was engaged as Substitute Bungalow Lascar to Shri Anupam Sharma, Divisional Railway Manager, Southern Railway, Chennai on 01.10.2015 by an office Order No. M/P (Admin) 96/2015 in the terms & conditions governing the employment of the Petitioner have been detailed in the above said Office Order (Annexure-R-I). It is further stated that the Petitioner was engaged as substitute Bungalow lascar in pay Band Rs.5200-20200 (Grade Pay Rs.1800). Her engagement was subject to the condition that on completion of 4 months continuous service, temporary status will be granted if her service was found satisfactory and liable to be terminated within three years, if found unsatisfactory/not required by the organization. It is further stated that the Petitioner was unauthorizedly absent from 01.04.2016 onwards and a detailed domestic departmental inquiry was conducted by a duly appointed inquiry Officer on 15.09.2016 at 11.00 hrs in the office of Sr. Divisional Personnel Office. But, the Petitioner has not responded to the inquiry. Thereafter, based on the inquiry report submitted by the Inquiry Officer, a major penalty charge memo dated 30.06.2016 (Annexure-R-II) was issued to the Petitioner by the competent authority. Further, the Appointing Authority issued penalty advice vide dated 06.10.2016 (Annexure R-III) to the Petitioner imposing the punishment of removal from service with immediate effect on 06.10.2016.

4. The petitioner's engagement was on the basis of the choice of the officer. Section 25G of the Act is not applicable to the Petitioner. The Petitioner was not retrenched from service but terminated from service on the terms & conditions of the office order and after duly conducting domestic enquiry. It is well settled law in the judgement in Oil and Natural Gas Commission Vs Md. S. Iskender Ali, reported in (1980) 3 SCC 428, it was held by the Hon'ble Supreme Court that in the case of a probationer or a temporary employee, who has no right to the post, such a termination of his services is valid and does not attract the provisions of Article 311 of the Constitution. Therefore the question of issue of charge sheet and disciplinary proceeding does not arise, However as the petitioner has rendered more than 120 days of service and her service was terminated only after conducting due inquiry. It is also stated that as per judgment of the Hon'ble Central Administrative Tribunal, Madras in O.A.No. 228/88 dated 24.01.1989 held that substitute bungalow lascar was not even a temporary railway servant but was only contract employee and hence that termination order without any notice and without conducting any enquiry was not bad in law. The provisions of Industrial Disputes Act, 1947 is not applicable to the Petitioner as she was only Substitute Bungalow Lascar. The Petitioner cannot invoke section 11A of the Industrial Disputes Act, 1947 . Discharging from service of the Petitioner is justified and she is not entitled to any relief under Industrial Disputes Act, 1947 . It is also stated that Tribunal has already dismissed number of similar cases filed by Mr.M.Selvam in ID No.50/2000 and Mr.Suresh in ID No.28/2011. Therefore the present ID is also liable to be dismissed.

5. The Petitioner has filed proof of affidavit and led oral evidence as WW1 and was cross-examined by the learned counsel for the Respondent and the Petitioner has marked Ex.W1 to W7. On behalf of the Respondent one Shri Anandaramasubramanian, APO, O/o. Divisional Railway Manager has filed proof of affidavit and examined as MW1 and Respondent has marked Ex.M1 to M7.

Witnesses Examined:

For the First Party Petitioner : WW1 Mrs. P.Manga

For the 2nd Party/Management : MW1 Mr. Anantharamasubramanian

Documents Marked:

On the Petitioner's side:

Ex.No.	Date	Description
Ex.W1	01.10.2015	Appointment order of the Petitioner
Ex.W2	01.01.2010	Medical fitness certificate issued by 1st Respondent
Ex.W3	Oct.2015	Salary slip of the Petitioner
Ex.W4	03.03.2016	O.P.Slip issued by Railway Hospital
Ex.W5	16.12.2016	Representation sent by Petitioner to 2nd Respondent.
Ex.W6	16.12.2016	2A petition filed before Labour Commissioner (C)
Ex.W7	-	Reply filed by Respondent

Documents Marked:

On behalf of Respondent/Management

Ex.No.	Date	Description
Ex.M 1	01.10.2015	Office order No.M/P(ADMN0/96/2015
Ex.M 2	30.06.2016	Charge memo issued to Petitioner
Ex.M3	06.10.2016	Penalty advice
Ex.M4	04.07.2016	Return cover
Ex.M5	23.08.2016	Return cover
Ex.M6	01.04.2016 to 15.06.2016	Muster Roll
Ex.M7	09.07.2019	Authorization letter

6. Heard both the learned counsel appearing on either side and perused the records.

7. The point that arises for determination is whether the Industrial Disputes Act, 1947 is applicable to the Petitioner in the present case?

8. The Industrial Disputes Act, 1947 applies if an employee qualifies as a workman provided u/s.2(s) of the Act.

Section 2(s) runs as under:-

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

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

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

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

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

9. Thus , as per definition of workman, even temporary, casual or daily wage employee can be a workman. The Respondent has admitted that the Petitioner has worked for more than 120 days. Although, the Petitioner claims that she went to the Bungalow of the Officer concerned to perform her duties, but she was not permitted to enter the house. This topic will be dealt with in later part of this Award, but this fact is established that the Petitioner worked for more than 120 days regularly/continuously.

10. As per provisions of section 2(oo) of the Act, termination for any reason other than the exceptions provided under the section 2(oo) of the Act. As per definition of this section retrenchment means termination by the employer of service of the workman for any reason whatsoever other than as punishment inflicted by way of disciplinary action. In the present case on hand, the Respondent conducted domestic enquiry and after receiving inquiry report, punished the employee with termination of her service. The case of the Petitioner does not come under the exception provided under section 2(oo) of the Act. Therefore, it may be said that the action taken by the Respondent is retrenchment and if the action is treated as retrenchment, then section 25F of the Act applies and as per provisions of section 25F of the Act, one month notice or wages in lieu of one month notice plus retrenchment compensation and compliance with the procedures are mandatory. But, the Respondent failed to comply with the provisions provided u/s.25F of the Industrial Disputes Act, 1947. It is worth to mention here that even temporary workman is entitled, if he completes 240 days of continuous service in a year.

11. Now, I have to consider whether the Petitioner in the present case on hand has worked for more than 240 days continuously in a year?

12. As per Ex.W1, which is copy of appointment order issued to the Petitioner dated 01.10.2015. Ex.W2 is copy of the medical fitness certificate issued by 1st Respondent hospital on the same day. As per Ex.W3 copy of salary slips issued to the Petitioner for the months of October to December, 2015 & January to March, 2016, which also suggests that date of birth of the Petitioner is 23.06.1986, date of her retirement is 30.06.2046, her pay scale was placed at Rs.5200-20200, her band pay is Rs.5200/-, her next increment date is 01.07.2016. These documents clearly suggest that salary was paid to the Petitioner for the months from October, 2015 to March, 2016. Thus, the respondent has paid salary to the Petitioner for 212 days continuously. The Petitioner claims that she joined the employment in the month of June, 2015 and this fact is proved through her proof of affidavit. Ex.W3 salary slip for the month of October, 2015 suggests that her next increment is 01.07.2016. This statement suggests that she was appointed in the month of June, 2015. It is a matter of general prudence that increment is always payable on completion of one year of continuous service. Although, the Petitioner fails to mention the exact date of joining, salary slip issued by the Respondent suggests that the Petitioner joined the service in the month of June, 2015. If we count the working days from June, 2015, then it comes more than 240 days. In the attendance register submitted by the Respondent at page 6 & 7, which suggests that there was cutting at so many places of attendance sheets. It appears that Petitioner was shown as present and later was made as absent without the counter signature of the concerned authority. The Respondent in its counter statement stated that the Petitioner worked till May, 2016. Although, she was sent out in June, 2016 by the concerned Officer's wife. This fact is also mentioned in the affidavit filed by the Petitioner. In the counter statement the Respondent No.1 & 2 stated that Petitioner was unauthorisedly absent from duty from 01.04.2016 onwards, but nowhere denied that the Petitioner failed to report for work at the Bungalow of the Office upto May, 2016. This fact is also not denied that she was sent out from the house by the wife of the Officer. The fact which is not denied specifically may be considered as admitted - Order 8, Rule 4 of the Code of Civil Procedure (CPC), 1908. This rule mandates that defendant must not deny the allegation of fact evasively, but must answer the point of substance in their w.s. It prevents vague denials, requiring specific answers to allegations and if denial is not specific and found to be evasive, the Court must presume that fact is admitted by the defendant. In the present case, the defendant fails to deny allegations made by the Petitioner specifically, hence it may be presumed as admitted by the defendant. Thus, as per the above calculation, the Petitioner had worked for more than 240 days continuous service and therefore, she is entitled for protection u/s.25F of the Industrial Disputes Act, 1947.

13. The second point that arises for determination is whether domestic enquiry was conducted by the Respondent in a proper and fair manner by applying the principles of natural justice? The Respondent has clearly stated in its reply that the Petitioner has willfully remained absent herself unauthorisedly from 01.04.2016 onwards. On such misconduct, a proper domestic enquiry is mandatory based on the doctrine of principles of natural justice ***Audi Alteram Partem*** **i.e., ready to be heard. The Petitioner has stated in her claim statement that she was never informed regarding initiation of any inquiry for her misconduct, no charge sheet was issued to her and she has not given any reply to the charge or to defend herself before the inquiry officer. The learned counsel appearing on behalf of the Respondent stated that a proper inquiry was conducted and notices were sent at the address provided by the Petitioner as under:-**

"Smt. Valluri Manga,

Substitute Bungalow Luscar

Revenue Colony, Opp.to Income Tax-40.6,.21

Moghalrajpuram, Vijayawada-520 010

Andhra Pradesh."

14. The Respondent has marked the document as Ex.M5, which is a returned postal cover having endorsement of the postal department, on this document, it was informed by the postman that receiver of the post resides in Chennai. The Respondent never tried to send any notice or copy of charge sheet to the address of the Petitioner at Chennai , as the Petitioner was working at Chennai. Once the inquiry officer came to know that the receiver of the post resides at Chennai, then it was the duty of the Inquiry Officer to search out the address of the Petitioner from records , but he failed to do so. It was the duty of the Inquiry Officer to display the notice of the Petitioner either in the Notice Board of his office or in the regional newspaper with wide circulation in Chennai.

15. In the case of Appar Apar Singh Vs The State of Punjab & Others 1970 (3) SCC 338, the Hon'ble Supreme Court held that if the employee is not given an opportunity to cross examine the witness during the enquiry, then enquiry is vitiated. A lawful enquiry must include copy of charge sheet issued to the concerned employee, must be provided with an opportunity to defend, must be allowed the right to represent, lead evidence and cross examination. But, in the present case on hand, Petitioner was not provided fair inquiry. It is the duty of the employer to ensure that charge sheet and enquiry notice are served properly to the delinquent employee either through delivery (by hand), registered post or speed post, courier, e-mail or electronic service mode and if the employee concerned absconds, the service of notice through local newspaper with wide publication – Order 5 Rule 2 of the Code of Civil Procedure (CPC). Therefore, it was the duty of the employer to send the notice through above means adopting the steps one by one or by multiple methods and the service of notice through publication is the last option of the employer.

16. In the case of Bata shoes Co.P.Ltd Vs.D.N.Ganguly & Others AIR 1961 SC 1158, the Hon'ble Supreme Court held that charge sheet was sent to 11 workmen by registered post and returned un-served because they were not in the village and notices has been displayed in the inside and outside factory gate and the workmen were required to submit explanation, but this notice did not contain names of workmen to whom charge sheet was issued and in whose case the charge sheet was displayed and these 11 workmen cannot be considered that they were served with proper notice. The Court further held that proper course, in our view is when the registered post came back as unserved, to publish notice in their names in the newspapers in regional language with wide circulation.

17. But, in the present case, in spite of the information given by the postman of the postal department on the returned cover, that 'receiver is not residing at the given address', but resides at Chennai, the employer / Inquiry Officer never tried to serve the notice to the Petitioner, which clearly suggests that inquiry was not conducted in a fair and proper manner after following the principles of natural justice. Therefore, the inquiry conducted in the present case is null and void.

18. The third point that arises for determination is whether the Petitioner is entitled for reinstatement into service with back wages and other attendant benefits?

19. As per discussion above, the termination of the Petitioner in this case is found to be illegal and unjustified. The Petitioner is entitled to reinstatement into service along with benefits of continuity of service, but regularization will be provided in accordance with the service rules of the Respondent . Since I have concluded that domestic enquiry was not conducted in fair and proper manner and was against the principles of natural justice and it is also a fact that Petitioner was not employed gainfully during this period as per her affidavit filed , there was no delay in raising the industrial dispute; conduct of the employee was not against the interest of the Respondent; it is also a fact that employee was not able to provide any service to the Respondent, therefore, in these circumstances, it is proper to direct the Respondent/Management to pay back wages @25% of the salary to the Petitioner.

AWARD

20 . In view of the foregoing discussion, the claim petition filed by the Petitioner is liable to be allowed with the following directions:-

The Petitioner shall be reinstated into service with effect from the date of removal/denial from service, within two months with 25% back wages and continuity of service and other attendant benefits, but regularization will be provided in accordance with the service rules of the Respondent.

The reference is answered accordingly.

Record be consigned to the record room.

Place : Chennai

Date : 27.03.2026

SUSHIL KUMAR-II, Presiding Officer

नई दिल्ली, 15 मई, 2026

का.आ. 925.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार इंडियन ओवरसीज बैंक के प्रबंधतत्र, संबद्ध नियोजकों और उनके कर्मकारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय चेन्नई के पंचाट (5/2023) प्रकाशित करती है।

[सं. एल –39025/01/2026-आईआर (बी-II)-46]

सलोनी, उप निदेशक

New Delhi, the 15th May, 2026

S.O. 925.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref.5/2023*)* of the *Cent.Govt.Indus.Tribunal-cum-Labour Court Chennai* as shown in the Annexure, in the industrial dispute between the management of Indian Overseas Bank and their workmen.

[No. L-39025/01/2026- IR(B-II)-46]

SALONI, Dy. Director

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL

TRIBUNAL- CUM - LABOUR COURT

CHENNAI

ID No. 5/2023

Present: SUSHIL KUMAR, PRESIDING OFFICER

Date: 17-04-2026

Shri K. Vijyakumar,

S/o A. Kalimuthu,

No.4/94, New Muthunagar,

Thudiyalur Post,

Coimbatore – 641 034 : 1st Party/Petitioner

AND

The Chairman cum Managing Director,

Indian Overseas Bank,

No.763, Anna Salai,

Chennai – 600 002 : 2nd Party / Respondent

Appearance:

For the 1st Party/Petitioner : None

For the Respondent : M/s N.G.R Prasad & V. Stalin,Adv

AWARD

The Central Government, Ministry of Labour& Employment vide its Order No. 7/7/2021-R/M/Adj/.A1 dated 23.02.2023 referred the following Industrial Dispute to this Tribunal for adjudication.

The schedule mentioned in that order is:

"Whether action the action of Management of Indian Overseas Bank, Coimbatore in not regularizing Shri K. Vijayakumar alongwith similarly placed persons is legally justified? If not, what relief the concerned workman is entitled to?"

2. On receipt of the above reference dated 23.02.2023 from the appropriate Government, the dispute was registered as ID No. 5/2023 and due notices were issued to both the parties for their appearance fixing the case to 02.03.2023. Neither the Petitioner nor any Counsel / Authorized Representative turned up resulting further

adjournments to 15.04.2025, 17.06.2025, 11.08.2025, 09.10.2025, 01.12.2025 and 27.01.2026. The Petitioner did not turn up. It reveals from the body of reference that while the appropriate Govt. sent the reference dated 23.02.2023 to this Tribunal for adjudication, copies of the reference were sent to the Petitioner and all the opposite parties. It is therefore well presumed that both parties must have received the reference. Even then, in the interest of justice, the Petitioner was once again directed to appear and to file claim statement fixing the case to 06.04.2026. The Petitioner did not turn up nor was any authorized representative of the counsel on his behalf present. The claim statement was not furnished in any manner by the Petitioner. It reveals the Petitioner, despite of sufficient opportunity choose not to appear or to file claim statement and documents.

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

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

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

An Award is passed accordingly.

SUSHIL KUMAR-II, Presiding Officer

नई दिल्ली, 15 मई, 2026

का.आ. 926.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार इंडियन ओवरसीज बैंक के प्रबंधतत्र, संबद्ध नियोजकों और उनके कर्मकारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय चेन्नई के पंचाट (44/2023) प्रकाशित करती है।

[सं. एल –39025/01/2026-आईआर (बी-II)-47]

सलोनी, उप निदेशक

New Delhi, the 15th May, 2026

S.O. 926.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. 44/2023*)* of the *Cent.Govt.Indus.Tribunal-cum-Labour Court Chennai* as shown in the Annexure, in the industrial dispute between the management of Indian Overseas Bank and their workmen.

[No. L-39025/01/2026- IR(B-II)-47]

SALONI, Dy. Director

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL

TRIBUNAL- CUM - LABOUR COURT

CHENNAI

ID No. 44/2023

Present: SUSHIL KUMAR, PRESIDING OFFICER

Date: 17-04-2026

Shri K. Vijyakumar,
S/o A. Kalimuthu,
No.4/94, New Muthunagar,
Thudiyalur Post,
Coimbatore – 641 034 : 1st Party/Petitioner

AND

The Chairman cum Managing Director,
Indian Overseas Bank,
No.763, Anna Salai,
Chennai – 600 002 : 2nd Party / Respondent

Appearance:

For the 1st Party/Petitioner : None

For the Respondent : M/s N.G.R Prasad & V. Stalin,Adv

AWARD

The Central Government, Ministry of Labour& Employment vide its Order No. 7/7/2021-R/M/Adj/.A1 dated 23.02.2023 referred the following Industrial Dispute to this Tribunal for adjudication.

The schedule mentioned in that order is:

"Whether action the action of Management of Indian Overseas Bank, Coimbatore in not regularizing Shri K. Vijayakumar alongwith similarly placed persons is legally justified? If not, what relief the concerned workman is entitled to?"

2. On receipt of the above reference dated 23.02.2023 from the appropriate Government, the dispute was registered as ID No. 44/2023 and due notices were issued to both the parties for their appearance fixing the case to 18.10.2023. Neither the Petitioner nor any Counsel / Authorized Representative turned up resulting further adjournments to 13.05.2025, 04.07.2025, 28.08.2025, 09.10.2025, 01.12.2025 and 27.01.2026. The Petitioner did not turn up. It reveals from the body of reference that while the appropriate Govt. sent the reference dated 23.02.2023 to this Tribunal for adjudication, copies of the reference were sent to the Petitioner and all the opposite parties. It is therefore well presumed that both parties must have received the reference. Even then, in the interest of justice, the Petitioner was once again directed to appear and to file claim statement fixing the case to 06.04.2026. The Petitioner did not turn up nor was any authorized representative of the counsel on his behalf present. The claim statement was not furnished in any manner by the Petitioner. It reveals the Petitioner, despite of sufficient opportunity choose not to appear or to file claim statement and documents.

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

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

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

An Award is passed accordingly.

SUSHIL KUMAR-II, Presiding Officer

नई दिल्ली, 15 मई, 2026

का.आ. 927.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार केनरा बैंक के प्रबंधतत्र, संबद्ध नियोजकों और उनके कर्मकारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय चेन्नई के पंचाट (50/2022) प्रकाशित करती है।

[सं. एल –39025/01/2026-आईआर (बी-II)-48]

सलोनी, उप निदेशक

New Delhi, the 15th May, 2026

S.O. 927.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. 50/2022) of the Cent.Govt.Indus.Tribunal-cum-Labour Court Chennai as shown in the Annexure, in the industrial dispute between the management of Canara Bank and their workmen.

[No. L-39025/01/2026- IR(B-II)-48]

SALONI, Dy. Director

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL

TRIBUNAL- CUM - LABOUR COURT

CHENNAI

ID No. 50/2022

Present: SUSHIL KUMAR, PRESIDING OFFICER

Date: 17-04-2026

Smt. Mageswari,

W/o Swaminathan,

No.202, 4th Block,

Kailasam Street, Tondiarpet,
Chennai – 600 081 : 1st Party/Petitioner

AND

The Branch Manager,
Canara Bank,
No.787, Karim Mansion,
Mount Road,
Chennai – 600 002. : 2nd Party / Respondent

Appearance:

For the 1st Party/Petitioner : M/s Gokula Rao, Adv

For the 2nd Party / Respondent :M/s R. Rajesh, Adv

AWARD

Whereas an Industrial Dispute between the workman and the management has been filed before this Tribunal by the First Party directly under Section 2A(2) of the Industrial Disputes (Amendment) Act, 2010 for adjudication, and the same has been taken on the file of this Tribunal as ID 50/2022, due notices were issued to both parties for their appearance.

The claim petition along with documents was filed on 01.07.2022, and the counter by the Respondent was filed on 02.07.2025.

The case was listed for filing of the Proof Affidavit by the petitioner on 25.08.2025, but neither the Petitioner nor any Counsel / Authorized Representative turned up, resulting in further adjournments to 10.09.2025, 06.11.2025, 30.12.2025, 03.03.2026 and 07.04.2026.

On going through the order sheets as discussed above, it is crystal clear that despite of sufficient opportunities though made in favour of the Petitioner, there has been no progress in the proceeding was noticed for a substantial period almost approaching 9 months. Since the Petitioner chose not to file any affidavit evidence for his or any of the witness and hereby withheld to come to dock to prove his case. This necessarily seeks the Petitioner has got no interest to proceed with the case. Accordingly, the case was reserved for Final Order as liable for dismissal for default.

In the fact and circumstance, it is held that that there exists, no dispute for adjudication in consonance to the reference.

In the result, the case stands dismissed for default.

An Award is passed accordingly.

SUSHIL KUMAR-II, Presiding Officer

नई दिल्ली, 15 मई, 2026

का.आ. 928.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार इंडियन बैंक के प्रबंधतत्र, संबद्ध नियोजकों और उनके कर्मकारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय चेन्नई के पंचाट (83/2019) प्रकाशित करती है।

[सं. एल –39025/01/2026-आईआर (बी-II)-50]

सलोनी, उप निदेशक

New Delhi, the 15th May, 2026

S.O. 928.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. 83/2019*)* of the *Cent.Govt.Indus.Tribunal-cum-Labour Court Chennai* as shown in the Annexure, in the industrial dispute between the management of Indian Bank and their workmen.

[No. L-39025/01/2026- IR(B-II)-50]

SALONI, Dy. Director

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL

TRIBUNAL- CUM - LABOUR COURT, CHENNAI

Date: 06-04-2026

Present: SUSHIL KUMAR-II,

PRESIDING OFFICER

I.D. No. 83/2019

BETWEEN

1.Smt. T.Vasanthamani-Wife

2.R.Vijai Ram-Son

3.R.Sushmitha-Daughter

Legal Heirs of V.Rangasamy (deceased),

C-3, Hill View Residency,

Ramalinga Nagar, 3rd Cross Extension,

K.K.Pudur, Coimbatore-641 038. : 1st Party/Petitioner

AND

1. The General Manager,
Indian Bank, Corporate Circle,
HRM Department.
254-260, Avvai Shanmugam Salai,
Royapettah, Chennai-600 014.

2. The Deputy General Manager (HR),
Indian Bank, Corporate Circle,
HRM Department.
254-260, Avvai Shanmugam Salai,
Royapettah, Chennai-600 014.

3. The Deputy General Manager
Indian Bank, Zonal Office,
No.31, Variety Hall Road, 2nd floor,
P.O.Box No.3905,
Coimbatore-641 001. :: 2n Party/Respondents

Appearance:

For the 1st Party/ Petitioner : M/s.V.Ajoy Khose, Advocates

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

The Petitioner has filed this claim petition u/s.2A(2) of the Industrial Disputes Act, 1947 directly seeking the following relief:-

To pass an Award holding that order dated 27.05.2016 dismissing the Petitioner from service and order dated 31.12.2016 passed by the Appellate Authority confirming the order of dismissal from service as illegal, unjustified and set aside the same. Consequently, direct the Respondent/Management to pay back wages from the date of dismissal to date of his superannuation with all other attendant benefits including monthly pension from the date of superannuation with costs.

2. During the pendency of this Industrial Dispute, the Petitioner died, upon production of his death certificate and substitution application, three legal heirs were substituted by order dated 02/05/2023.

3. The substance of the claim petition and amended claim petition is that Petitioner V.Ramasamy (deceased) while working as cashier in the Respondent Bank, he was suspended on 06.11.2015 on the charge of shortage of Rs.2 lakhs on 17.10.2015. The Disciplinary Authority issued show cause notice dated 29.10.20915. The Petitioner (deceased) submitted his explanation to the above show cause notice on 30.11.2015. However, not satisfied with the explanation, the Disciplinary Authority issued a charge sheet dated 19.01.2016 and leveled against him the following six charges:-

i) There was a cash shortage of Rs.2,00,000/- (Rupees two lakhs only) in his counter on 17.10.2015. He was very negligent in performing his duty as a cashier of the branch.

ii) He has failed to inform the cash shortage to his superiors, but manipulated the cash balance book in such a way that, there is no shortage of cash. Thus, he has suppressed the fact of cash shortage and written false cash denominations in balance book to conceal the cash shortage.

iii) Only while keeping cash inside the Cash Safe, the Branch Manager found out the shortage of cash which he has concealed intentionally.

iv) He has failed to maintain "Reserve Cash Register" as per norms.

(v) It is observed that, he is not following the procedure of generating/ printing cash scroll (Receipts & Payments Register) daily and affix his signature after verifying with his vouchers.

(vi) It is also observed that, he was not following the practice of writing the cash denominations on the back of payment Instruments. The exchange/swapping of cash made by him were not recorded anywhere.

4. The Petitioner (deceased) submitted his explanation and stated that he has made good the shortage immediately and he had no intention to conceal or suppress the shortage to higher officials and followed the same procedure which has been followed in KMCH branch before he assumed the charge as clerk cum shroff in that branch. He also pointed out that reserve cash register was not maintained even before he was allotted the main cashier work. The supervisors has not instructed him to maintain such register. Similarly, he pointed out that because of heavy work load in the branch, no time left out for him to generate cash records and that his superior officials have not instructed him to take such print outs. He used to verify vouchers in the system and he used to enter the denominations for each payment in the computer system. Being not satisfied with his explanation, the Disciplinary Authority ordered for an enquiry into the charges by an order dated 08.02.2016 and Mr. B.Selvaraj, Senior Manager of SME Branch, Coimbatore was appointed as Enquiry Officer, Smt. D.Vijayalakshmi, Manager, Zonal Office, Coimbatore as Presenting Officer. The Enquiry Officer issued a notice dated 10.02.2016 and directed the Petitioner to appear before him for preliminary enquiry relating to the charge sheet dated 19.01.2016 on 17.02.2016 at 10.30 am at KMCH branch.

5. During the enquiry, 17 exhibits were marked on the side of the bank and four witnesses were examined. The defense representative cross examined MW1, MW3 & MW4. The enquiry was concluded on the same day. As per direction, written brief was submitted by the Presenting Officer as well as by Defense Representative. The Enquiry Officer submitted his report dated 11.03.2016 to the Disciplinary Authority holding that all these charges were proved. He further observed that there was no financial loss to the bank since the 1st party/Petitioner had adjusted SR II debit, but his act cannot be justified and recorded that bank had lost complete faith reposed on the Petitioner. The Enquiry Officer also has given his opinion as stated above which is beyond his power and authority.

6. The Respondent Bank asked the Petitioner to submit his explanation to Enquiry Officer's report by a memo dated 14.03.2016 and the Petitioner (deceased) submitted his detailed explanation and pointed out as to how the findings of the Enquiry Officer are perverse, biased, assumption and presumptions.

7. It is stated that the Disciplinary Authority did not accept the explanation submitted by the I Party Petitioner and the Disciplinary Authority has also given his independent finding and concluded as if the lapses alleged against the I Party would amount to willful attempt to cause damage to the property and image of the bank and it would amount to an act of misappropriation and that it would reveal the lack of integrity and honesty on his part. Therefore, the Disciplinary Authority proposed to impose him the punishment of dismissal without notice, for gross misconduct, under Clause 6 (a) of the bipartite settlement, dated 10.04.2002 and issued a second show cause notice, dated 17.05.2016 asking the Petitioner to submit his explanation, as to why such a punishment should not be imposed on him. Further, the Disciplinary Authority also directed the Petitioner to appear for personal hearing on 21.05.2016. Accordingly, the Petitioner appeared for the personal hearing on 21.05.2016 and requested not to impose any punishment as proposed in the second show cause notice and to take a lenient view. However, the Disciplinary Authority dismissed him from service, by an order dated 27.05.2016. The Disciplinary Authority has added one more new reason by holding that the act of the I Party/ Petitioner show his mala fide Intention in defrauding the bank, revealing the lack of Integrity and honesty on his part. The Appellate Authority also dismissed the Appeal, by an order dated 31.12.2016 and confirmed the order of dismissal/punishment. The Petitioner raised an Industrial Dispute against the punishment of dismissal from service through the union. Since no settlement was arrived at, the Regional Labour Commissioner, Madurai, issued a certificate, dated 26.12.2018, to enable him to approach this Tribunal u/s.2(A)(2) of the Industrial Disputes Act, 1947.

8. The Petitioner submitted that as per the show cause notice dated 19.11.2015 Issued by the Disciplinary Authority, the I Party/Petitioner was asked to submit his explanation only for the six lapses mentioned in the said show cause notice. Therefore, it would clearly establish that the allegations leveled against the I Party workman were not so serious or grave in nature and were only minor in nature. The allegations levelled in charge numbers 1, 4, 5 and 6 were only with regard to negligence and lapses in following the procedures, the disciplinary authority as well as the Appellate Authority, failed to see that it would not come under 5 (J) of the bipartite settlement. The Petitioner made good the shortage on his own, on 20.10.2015 and therefore, there was no loss to the bank. But, the disciplinary authority and the appellate authority also failed to consider all these points. It is stated that the duty of the Enquiry Officer is only to give his findings on the charges and he is not supposed to give any opinion on the punishment or the decision to be taken by the Disciplinary Authority. Similarly, when there was no allegation of misappropriation or defrauding or willful act with any motive or mala fide or dishonest intention on the part of the Petitioner (deceased). Therefore, the punishment imposed on the Petitioner is not only illegal and without jurisdiction, but also it is against the principles of natural justice. The penalty imposed by the Respondent Bank is a major, extremely shocking, disproportionate and excessive punishment of dismissal from service when no punishment was issued to any of the officials who are working in the bank.

9. The Petitioner was appointed only as a sub-staff with 8th standard fail qualification. He rendered more than 26 years of service as sub-staff, without any remark or punishment and also he got an award on completion of 25 years of unblemished service. Even after his promotion, he did not suffer any punishment or remark. Thus, the Petitioner has put in 31 years of long and unblemished service, without giving any room for even a single memo or remark throughout this career. The negligence in performing duties, is only a minor misconduct, within the meaning of Clause 7 (c) of the bipartite settlement and hence, the bank can only Impose any of the three minor punishments as provided under Clause 8(a)(b) and (c) and they cannot impose any major penalty of dismissal without notice. . Further, when no ground is made out to attract Clause 5(j) of the bipartite settlement under which the charge memo was issued, the Bank has punished him for misconduct under Clause 5 (d) also, when no such charge under Clause 5 (d) was issued to him. Therefore, it is contrary to the terms and conditions of the bipartite settlement.

10. The substance of the reply in the counter statement of the Respondent Bank is that on 17.10.2015, after closing the day's cash, Ms. Resmi, Assistant Manager checked the cash. The Branch Manager went inside the vault, he found some of the cash sections were not available. Rs.50/- and Rs.20/- denominations were written in the cash balance book, but they were not available for verification. Also two bundles Rs.10/- denomination were found to be short. There was excess in Rs.500/- sections. Then the branch Manager wanted to bring all the available cash for verification. The currencies to the value of Rs.2 Lakhs mentioned below were found missing:

S.No.	Written in Cash Balance book		Actual Physical cash available	
1	Rs. 1000 x 7 pcs	700000	Rs.1000x700 pcs	700000
2	Rs.500 x 1276 pcs	638000	Rs.500 x 1376 pcs	688000
3	Rs.100 x 1028 pcs	102800	Rs.100 x 1028 pcs	102800
4	Rs.50 x 3493 pcs	174650	Rs.50 x 493 pcs	24650
5	Rs.20 x 261 pcs	85220	Rs.20 x 261 pcs	5220
6	Rs.10 x 11496 pcs	114960	Rs.10 x 9496 pcs	94960
7	Rs.5 x 1358 pcs	6790	Rs.5 x 1358 pcs	6790
	Total	1822420	Total	1622420

The shortage of Rs. 2 lakhs occurred in the following manner:-

Under Serial No.2 above, there was excess of 100 pcs of Rs.500/- sections	+ 50,000
Under Serial No.4 above, there was a shortage of 3000 pcs of Rs.50 sections	- 1,50,000
Under Serial No.5 above, there was a mistake in the calculation resulting in the shortage of	- 80,000
Under Serial No.6 above, there was a shortage of 2000 pcs of Rs.10/- sections	- 20,000
Actual physical cash shortage	- 2,00,000

11. The Branch Manager apprised the Zonal Office, Coimbatore about the cash shortage and after getting approval the amount was debited to "Sundry Receivables A/c II" and closed the cash balance for that day. When the Petitioner was questioned as to why he had not brought it to the notice of the Branch Manager about the cash shortage, he replied that he was afraid to report it to the branch manager. On 19.10.2015, the Petitioner made good the cash shortage of Rs.2 Lakhs with a farcical story that on the previous day when he was standing in the bus stand a customer of the Bank approached him and returned Rs.2 Lakhs as over payment made to him and he was making good the shortage. On 06.11.2015, a memo was issued to the Petitioner charging him with the misconduct of misappropriation of cash that he failed to inform the cash shortage of Rs.2 Lakhs to his superiors but manipulated the cash balance book in such a way that there was no shortage of cash. On 30.11.2015, the Petitioner gave a reply that there was a shortage of Rs.2 Lakhs, that he could not locate the shortage and that he borrowed money from his relatives to make good the amount. As his explanation was not satisfactory, a charge sheet dated 19.01.2016 was issued. During the enquiry , the Petitioner was provided with sufficient opportunity of being heard. He was represented by the colleague. He cross examined the witnesses but failed to disclose the name of the customer who provided cash of Rs.2 lakhs when he was standing near the bus stand. Arising out of the incident, apart from the Petitioner, Disciplinary action was initiated against three other officers namely Mr. C Mariappan, Branch Manager, Ms. C Geetha, Assistant Manager, Ms.Resmi, Assistant Manager of Kovai Medical Centre Branch and they were Issued warning letters and the same are marked in their service records. The misconduct against those persons is not as serious as that of the Petitioner. The misconduct against them was neglect of work in keeping the Petitioner as a Cashier for a long period, not making periodical checkup and a vicarious liability for allowing the cash shortage to take place. It is submitted that the Petitioner was fully aware of the cash shortage of Rs.2 Lakhs and it was not true that he came to know about cash shortage only at the end of the day on 17.10.2015. The Petitioner Informed the branch manager on 19.10.2015 i.e., on the previous day (Sunday, 18.10.2015), when he was waiting in the bus stand some stranger came to him and handed over Rs.2 Lakhs being the excess amount paid to him. The Enquiry Officer has not given any opinion on the punishment and the decision was taken by the Disciplinary Authority. The Enquiry Officer stated that Petitioner indulged in suppression and concealment of facts. The acts of misconduct proved against the Petitioner had resulted in the Bank loosing the faith reposed on him. Therefore, the punishment imposed on the Petitioner cannot be said to be harsh or excessive or disproportionate to the charges proved against him. The punishment of dismissal is justified. The Petitioner though initially was a PF optee, joined the Pension Scheme in 2010. However, as per Regulation 22 of Indian Bank (Employees') Pension Regulations, 1995, as he was dismissed from service his past service got erased and he became ineligible to receive pension. His contribution to Provident Fund along with interest amounting to Rs.2,40,031/- was received by him. He had also received his gratuity of Rs.4,86,235/-. He had received subsistence allowance for the period of suspension pending enquiry. Therefore, the punishment imposed by the respondent bank on the Petitioner is just and valid in law.

12. Heard the learned counsel appearing on either side and perused the material available on record. The legal heirs of the Petitioner challenged the unjust, arbitrary and unreasonable punishment imposed on the Petitioner(deceased) by the Respondent Bank.

13. Therefore, I have to decide only this point whether the punishment imposed on the Petitioner (deceased) is disproportionate and shocking to the conscience of this Tribunal?

14. As per charge sheet issued by the Respondent Bank there was a cash shortage of Rs.2 lakhs on 17.10.2015 and the Respondent Bank claims that the Petitioner (deceased) was negligent in performing the duty as cashier of the bank and failed to inform the shortage to his superiors and manipulated the cash balance book in a such a way that there was no shortage of Rs.2 lakhs which was excessively shown in the cash balance book as against physical cash in the cash safe. Thus, the Petitioner (deceased) suppressed the fact of cash shortage and has written false cash denominations in the balance book to conceal the cash shortage. The Branch Manager, while keeping the cash inside safe, found that there was shortage of cash Rs.2 lakhs. The Petitioner failed to maintain cash reserve register as per norms. It is also observed that Petitioner was not following the procedure of generating /printing cash scroll

(Receipts & Payments register) and was not following writing of cash denomination on the back of payment instruments. Thus, there was no charge of misappropriation of bank amount and there was only a charge of negligence in not adopting the proper practice, while dealing with the cash of the bank. The charge sheeted employee himself has admitted that he has entered the denominations in the system and not on the back of the instrument. The charge sheeted employee was held guilty of charge as proved against him. The Disciplinary Authority mentioned in its order on 27.05.2016 that the charge sheeted employee acted with mala fide intention in defrauding the bank revealing lack of integrity and honesty on his part. But, this charge was not framed against the Petitioner(deceased). There is a lot of difference against the act of misappropriation and mala fide intention in defrauding the bank and clerical error / negligence.

15. Now, I have to ascertain whether dismissal/removal from service can be justified even without framing charge of misappropriation, *mala fide* intention / defrauding the bank.

16. Admittedly, the Petitioner served for more than 26 years. He was likely to retire within a year of the said incident. There is no other complaint of similar nature against the employee. Therefore, the gravity of negligence was not established in the present case and only a simple mistake / negligence was established and the charge was also framed under the head of negligence only. It is also worth to mention here that Petitioner (deceased) education qualification was very low. As per the statement of the Petitioner, it was eighth standard pass only and was given the work of cashier. Therefore, there was every chance of miscalculation on the part of the Petitioner deceased. There is no evidence available on record that the Petitioner has committed serious lapses on his part. There was no multiple shortage or there was no proof of past misconduct. There was no charge of dishonest intention and as per record, it was one time clerical / accounting error and the amount provided by the employee himself to the Branch Manager and this excess amount was paid as per his statement that a customer has paid the excess amount to him while he was standing near the bus stand. Although, this story may not gain any benefit in favour of the employee, but the Petitioner has paid the shortage amount to the bank on the very next day.

17. Long clean service record:

The Petitioner in his claim statement stated that he was employed as temporary sub-staff for about five years and thereafter he was appointed as regular staff w.e.f. 31.10.1984. He was promoted as clerk cum shroff by an order dated 17.10.2012. He further stated that as a sub-staff with eight standard fail qualification has rendered more than 26 years of service without any remarks or punishment and also got an award on completion of 25 years of unblemished service from the Respondent/Management. The Respondent bank in its counter statement has not denied all these facts as stated by the Petitioner (deceased). This fact is established that there was long clean service record of the Petitioner (deceased). As I stated earlier there was no charge of misappropriation, but only act of negligence was proved. Therefore, the punishment imposed on the Petitioner is disproportionate and shocking to the conscience of the Tribunal.

18. The power of the Labour Court /Tribunal/National Tribunal to give appropriate relief in case of discharge or dismissal of workmen. As per provisions of Section 11A, if the Tribunal is satisfied that the order of discharge or dismissal was not justified, it may by its award, set aside the order of discharge or dismissal and direct reinstatement of the workman on such terms and conditions, if any, as it thinks fit, or give such other relief to the workman including the award of any lesser punishment, in lieu of discharge or dismissal as the circumstances of the case may require.

19. In the case of Mr. Kailash Nath Gupta Vs. Allahabad Bank AIR (2003) SC 1377, it was held that power of interference with the quantum of punishment is extremely limited. But, when the relevant factors are not taken note of, which have some bearing on the quantum of punishment, certainly the Court can direct reconsideration or inappropriate case indicate the punishment to be awarded.

20. In the present case on hand, the enquiry officer has nowhere given its finding that there was misappropriation of bank money or there was *mala fide* intention on the part of the employee. It is the Disciplinary Authority who mentioned these aspects in its order of dismissal.

21. In the case of Brach Candy Hospital & Research Centre Vs Babulal B.Pardeshi (2002) IV LLJ (Supp) Bom 1011, it was held that punishment can be interfered with only on being satisfied that it was highly disproportionate to the degree of guilt.

22. In the present case on hand, Enquiry Officer held that guilt of employee is upto the extent of negligence in not maintaining records properly as per norms of the bank. No loss was caused to the bank. There was no charge of misappropriation or mala fide intention on the part of the employee. Therefore, the punishment imposed by the Respondent/Management is highly disproportionate with the degree of guilt.

23. As per discussion above, it is appropriate to set aside the impugned order passed by the Appellate Authority i.e., dismissal from service of the Petitioner dated 31.12.2016 and in lieu thereof lesser punishment for the misconduct of the Petitioner (deceased) is awarded as under:-

"Withholding of two annual increments payable to the Petitioner (deceased) with cumulative effect."

AWARD

The claim petition is allowed on the above terms. The impugned order passed by the Respondent/Management is set aside and lesser punishment of withholding of two annual increments payable to the Petitioner (deceased) with cumulative effect is imposed in lieu of the major punishment imposed by the Disciplinary Authority. Further, the Respondent Bank is directed to release pension and all other entitled attendant benefits to the family of the Petitioner(deceased) within a period of three months. There is no order regarding back wages and costs. Ordered accordingly.

Record be consigned to the record room.

Place : Chennai

Date : 06.04.2026

SUSHIL KUMAR-II, Presiding Officer

नई दिल्ली, 15 मई, 2026

का.आ. 929.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार इंडियन बैंक के प्रबंधतत्र, संबद्ध नियोजकों और उनके कर्मकारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय चेन्नई के पंचाट (26/2019) प्रकाशित करती है।

[सं. एल –39025/01/2026-आईआर (बी-II)-49]

सलोनी, उप निदेशक

New Delhi, the 15th May, 2026

S.O. 929.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref.26/2019*)* of the *Cent.Govt.Indus.Tribunal-cum-Labour Court Chennai* as shown in the Annexure, in the industrial dispute between the management of Indian Bank and their workmen.

[No. L-39025/01/2026- IR(B-II)-49]

SALONI, Dy. Director

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL

TRIBUNAL- CUM - LABOUR COURT, CHENNAI

Date: 01-04-2026

Present: SUSHIL KUMAR-II,

PRESIDING OFFICER

I.D. No. 26/2019

BETWEEN

Shri C.Ramanathan

No.28, Balusamy Street,

Manapparai-621 306. : 1st Party/ Petitioner

AND

1. Deputy General Manager,

Indian Bank, Corporate Office,

HRM Department, 254 – 260,

Avvai Shammugam Salai, Royapettah,

Chennai-60 014.

2. Assistant General Manager/Deputy Zonal Manager,

India Bank, Zonal Office,

Nenne Plaza, 3rd floor, 5F, Bharathiar Salai,

Cantonment, Trichy-620 001. : 2n Party/Respondents

Appearance:

For the 1st Party/ Petitioner : M/s.Balan Haridas, Advocates

For the 2nd Party/ Respondents : M/s.Aiyar Dolia, Advocates

The Petitioner has filed this petition u/s.2A of the Industrial Disputes Act, 1947 directly seeking relief of reinstatement into service of the Respondent with consequential benefits holding that punishment of removal from service imposed by the Respondent vide order dated 29.08.2017 is illegal, arbitrary and contrary to law.

2. The substance of the case is that Petitioner joined the service of Respondent bank on 24.03.1997 as sub-staff and was working in Manapparai Branch. While so, he was transferred to Viralimalai branch and was promoted to clerical cadre and on promotion, he was transferred to Manapparai branch. On 16.04.2016, while the Petitioner was working in the bank, the currency chest informed about the shortage of Rs.1,000/- in Rs.500/- denomination in cash remitted by the Manapparai Branch on 15.04.2016. On such information, the Chief Cashier Ms.T.K.Priyanka was directed to compensate the shortage of Rs.1000/- and the same was remitted by her on 16.04.2016. Thereafter, it appears that Ms.Priyanka had given a letter to verify the CCTV Footage to locate the shortage. On such verification, it was found that the Petitioner was working as second cashier has taken some amount and kept in the pocket and that was Rs.1,000/-. The matter was reported to the investigation and the Vigilance Officer investigated the matter by viewing the CCTV footage report and on inquiring from the Petitioner unilaterally came to the conclusion as if the Petitioner had separated two notes received from the customer and kept the cash in his pocket. It is alleged that the Vigilance Officer has wrongly mentioned in his report that the Petitioner has taken the currency. Such conclusion of the Investigation Officer is biased one and who did not complete the investigation in the right perspective. Based on such report, the Petitioner was put under suspension from 16.06.2016.

3. Based on such report , the Petitioner was put under suspension from 16.04.2016. The Petitioner submitted his explanation on 13.07.2016 by mentioning that he did not do any misappropriation and he had only brought personal cash for exchange. The Petitioner alleged that the Chief cashier in violation of rules had allotted cash handling work to casual labourer. The Branch Manager had accepted that any cash loss arising out of violation of rules, he alone is responsible and thus, Branch Manager is responsible for the cash loss. The evidence of MW1 makes it clear that there was lot of deviation and violation in system and procedure. As per evidence of MW2, it will be clear that she had no knowledge about cash shortage claimed by currency chest, she permitted temporary employee inside her cabin in her absence during lunch recess knowing that area is not covered under CCTV camera. It is further submitted that shortage claimed by currency chest is out of cash section handled and bundled by Ms.Priyanka. Since the shortage had occurred, it had to be paid by Ms.Priyanka and the officer. However, the Branch Manger had safeguarded the officer and recovered money from Ms.Priyanka and the Petitioner had nothing to do with the shortage of cash handled by Ms.Priyanka.

4. The Investigation Officer failed to go through the entire recording. Had he seen the entire recording, it will clearly show that few notes have been placed under counting machine even at 16.01 hrs. Further, he had not interrogated all staff concerned. He did not take interrogation report from Ms.Priyanka and CCTV recording of Ms.Priyanka. He has not enquired the currency chest authorities in respect of cash shortage and did not bother to verify whether any procedure is available in respect of cash shortage or whether it has been followed or breached. Ms.Priyanka has violated the rules, system and procedure to be followed by cashier therefore, she alone is responsible for cash shortage which she readily accepted and paid the money also. Around 17.22 hrs, the recording in camera No.8 will show that Ms.Priyanka after receiving cash and after counting the cash so received she had seen placing the cash in the pocket of the Petitioner. But Ms.Priyanka makes a wrong opinion as if there was excess cash which had been taken by the Petitioner and on that basis information was passed to Branch Manager and compliant was lodged with the zonal Office.

5. It is further submitted that CCTV recording at 16.01 hrs shows that the Petitioner lifted the counting machine to ensure his personal cash is available and the CCTV recording at 17.22 hrs shows that the Petitioner has taken the cash which he kept on the table and Ms.T.K.Priyanka was watching the same. The cash kept under the counting machine was the personal cash of the Petitioner. The shortage claimed by currency chest was in the section of Ms.Priyanka and not from the Petitioner's section. In this regard, the Investigation Officer did not bother to make enquiry with the currency chest. The CCTV footage recording of currency chest was also available and the Investigation Officer did not bother to view the same. As per manual, cash handling and management, the section in which shortage is identified by the currency chest has to be sealed in the present of Shroff and an officer and a certificate has to be prepared and the Shroff open the section and officer who was present during the counting should sign the certificate as witness. Such section should be replaced by the branch on intimation. However, all these procedures were not followed when the section handled by Ms.Priyanka had shortage.

6. Ms.T.K.Priyanka permits temporary employee engaged by the bank branch to do her regular work of counting cash section and operating the counting machine as well as sorting machine. The staff and non-staff come to her cabin frequently and the temporary employees is in the cabin even in absence of Chief Cashier when she goes for lunch. The bundling, counting, sorting were done behind Ms.T.K.Priyanka. The place where sorting machine, cash section and bundles are kept are not covered in the camera. Therefore, the Enquiry Officer without any basis held that there is no evidence that the Petitioner has kept the cash under the counting machine and falsely held that the Petitioner did not bring any personal cash and he kept near the counting machine and footage from camera No.4 alone is sufficient to prove the charge. The findings of the Enquiry Officer are grossly perverse.

7. It is further submitted that Petitioner gave reply on 21.01.2017 to the second show cause notice and pointed out as to how proposed punishment is not correct. However, the Disciplinary Authority by order dated 24.01.2017 imposed punishment of dismissal without any notice. On appeal it was modified as one of removal from service with superannuation benefits and without disqualification from future employment.

8. In the Counter statement, it is stated by the respondent that the Petitioner was in-charge of one of the two cash counters in the branch and other cash counter was handled by Chief Cashier Ms.Priyanka. At the end of the day, the Petitioner had handed over the day's cash balance in the cash counter to Ms.Priyanka. The same was remitted by the Chief cashier to currency chest. However, on 16.04.2016 the currency chest informed about shortage of Rs.1,000/- in Rs.500/- denomination in the cash remittance. Ms.T.K.Priyanka being Chief Cashier compensated the shortage of Rs.1000/- and the said amount was remitted in the currency chest by debiting her savings bank account. Thereafter, Ms.T.K.Priyanka has given an application to Branch Manager to verify CCTV footage to locate the shortage. An investigation was conducted by one Mr. V.R.Annamalai, Vigilance Officer. On verification of the CCTV footage, it was found that Petitioner has stealthily taken some amount from the cash drawer and kept in his pocket. In these circumstances, the Petitioner has misappropriated Rs.1000/- from the fund reserve received from customers. Based on the enquiry report, charge sheet dated 20.06.2016 was issued to the Petitioner pointing out the misconduct committed by him and asking to show cause as to why action cannot be taken against him. The Petitioner's explanation was not found satisfactory. Therefore, departmental enquiry was ordered on 19.08.2016, wherein Mr. W.Jayakumar, Chief Manager was appointed as Enquiry Officer and Mr.T.V.Sivakumar, Sr.Manager was appointed as Presenting Officer. During the enquiry, Mr.Panneer Selvam, Branch Manager (MW1) Ms.T.K.Priyanka (MW2) and Mr. Annamalai, Vigilance Officer(MW3) were examined.

9. On 14.12.2016, the Enquiry Officer submitted his report holding the charge established and it was sent to the Petitioner on 15.12.2016 calling for his comments. Thereafter, concurring with the finding of the Enquiry Officer, the Disciplinary Authority vide letter dated 12.01.2017 proposed the punishment of dismissal and served show cause notice to the Petitioner as to why said punishment cannot be imposed. The Petitioner was given personal hearing on 21.01.2017. After considering his representation, vide order dated 24.01.2017 the Disciplinary Authority imposed the punishment of dismissal from service without notice under clause 6(a) of Memorandum of Settlement on Disciplinary Action and Procedure therefor dated 10.04.2002. The Appellate Authority vide its order dated 28.07.2017 concurred with the findings of the Disciplinary Authority. However, as no loss was caused to the bank and taking into consideration the Petitioner's submissions and his family circumstances, the punishment of dismissal without notice was modified to removal from service with superannuation benefits.

10. The Investigation Officer has thoroughly investigated the matter and the CCTV footage was reviewed in the presence of the Petitioner himself. The Petitioner in his feeble attempt to divert the issue was stating that Branch Manager has to take responsibility of cash loss. On viewing the CCTV footage, it was clear that at no point of time, the Petitioner has put his personal cash near the cash counting machine or there was any withdrawal . Further, during the enquiry, the defense representative was permitted to review entire movement of the Petitioner in the CCTV footage. Further, he could not establish cash movement from the Petitioner to the cash counter. Therefore, undisputedly, the guilt of charge of misappropriation was proved against the Petitioner. Further, the allegations levelled by the Petitioner are an afterthought and it will not absolve the Petitioner from the misconduct committed by him. There is no evidence to show that the Petitioner has brought cash and kept on the table. The defense representative could not establish that there was any shortage in cash sections handled by the Chief Cashier.

11. The Petitioner did not bring Rs.500/- denomination to the bank and he has taken some amount and kept in his pocket by seeing here and there. The CCTV footage recorded is corroborated with his reply during the enquiry which is sufficient to hold him guilty of charges. It is also stated that as per technical rules proof of evidence has no application in the case of domestic enquiry . The Petitioner failed to give any proper explanation to the contradictory reply as to whether he has kept the cash near cash counting machine or kept under the cash counting machine. Therefore, it is established that the Petitioner has not brought any personal cash on the day and he has deliberately misappropriated the bank funds.

12. It is also stated that enquiry proceedings were conducted in a fair and proper manner and in accordance with principles of natural justice. At no point of time, Petitioner was denied his right to defend himself in an active manner . The banking business deals with public money and it requires absolute integrity and utmost honesty. Any deviation by an employee would severely impair the public trust entrusted on the bank. In this case, being

dishonest, the Petitioner has betrayed the confidence posed on him by the respondent bank and made himself unfit to continue in the services of the bank. Therefore, the punishment imposed on the Petitioner is proper, legal and justified.

Witnesses Examined:

For the First Party Petitioner : WW1 Mr. C.Ramanathan

For the 2nd Party/Management : None

Documents Marked:

On the Petitioner's side:

Ex.No.	Date	Description
Ex.W1	16.08.2016	Letter of Priyanka regarding shortage
Ex.W2	30.04.2016	Letter of the Branch Manager
Ex.W3	16.06.2016	Vigilance Officer's report
Ex.W4	16.06.2016	Order of suspension
Ex.W5	20.06.2016	Charge memo
Ex.W6	13.07.2016	Explanation given by Petitioner
Ex.W7	-	Enquiry proceedings
Ex.W8	15.12.2016	Letter of respondent enclosing enquiry report dated 14.12.2016
Ex.W9	25.12.2016	Comments of the Petitioner on enquiry report
Ex.W10	12.01.2017	Second show cause notice issued to the Petitioner
Ex.W11	21.01.2017	Reply to second show cause notice
Ex.W12	24.01.2017	Order imposing punishment
Ex.W13	24.01.2017	Order treating period of suspension as suspension.
Ex.W14	06.03.2017	Appeal preferred by Petitioner
Ex.W15	11.07.2017	Notice of personal hearing
Ex.W16	29.08.2017	Order of Appellate Authority modifying punishment from dismissal to removal with retirement benefits.
Ex.W17	05.09.2017	Letter forwarding Appellate Authority order.

Documents Marked:

On behalf of Respondent/Management : NIL

13. Heard the learned counsel appearing on either side and perused the material available on record.

14. To make the points for determination, it is worth to mention those points which are admitted by both the parties and there is no need of further discussion:-

a) The Petitioner was employed as cashier at Manapparai branch of the Respondent Bank from 10.04.2014 to 15.04.2016 and was in-charge of one of the two cash counters in the branch.

b) The other cash section was handled by Ms.T.K.Priyanka, Chief Cashier.

c) At the end of the day, the Petitioner handed over the day's cash balance to Ms.T.K.Priyanka after signing and bundling all sections and the same was remitted to currency chest by the Chief Cashier.

d) On 16.04.2016 the currency chest has informed the branch that there was shortage of Rs.1,000/- in Rs.500/- denomination and Ms.T.K.Priyanka, being Chief Cashier compensated the shortage of Rs.1,000/- and the said amount was remitted to currency chest by debiting her savings bank account.

e) On the application of Ms.T.K.Priyanka, investigation was conducted by Mr.V.R. Annamalai, Vigilance Officer and on verification of CCTV footage it was found that the Petitioner was stealthily taken the amount from cashier drawer and kept in his pocket.

f) The charge sheet was issued on 20.06.2016, a copy was served on the Petitioner properly. He replied to the charge sheet and participated in the proceedings. Based on natural justice, he was defended by a person of his choice and the Petitioner examined the witnesses.

g) On the basis of enquiry report, punishment of dismissal without notice was inflicted on the Petitioner which was replied by the Petitioner.

h) The punishment of dismissal was modified by the Appellate Authority to "removal from service with superannuation benefits".

15. On perusal of whole claim statement, it appears that the Petitioner nowhere challenged the enquiry proceedings, his right to defend or to submit oral/documentary evidence in his defense.

a) The Petitioner has simply shifted the liability on the Chief Cashier Ms.T.K.Priyanka.

b) As per the claim statement, she has gone for lunch without closing the cash cabin and permitted the temporary employee to do cash work in her absence.

c) She failed to follow the due procedure and remitted the amount of Rs.1,000/- on 16.04.2016.

16. Since the Petitioner has taken a specific stand that he placed his personal cash near cash counting machine and put these notes into his pocket. Therefore, the burden of proof lies on the Petitioner that he put the two currency notes of Rs.500/- denomination of each near the cash counting machine.

Therefore, the point that arises for determination is whether the Petitioner is able to prove this fact that on 15.04.2016, he had put currency notes of Rs.500/- denomination near the cash counting machine and later on put these two notes in his pocket?

17. As per Ex.W3, the Vigilance Officer himself has viewed the CCTV recording. The CCTV recorded that the Petitioner has put currency notes on 15.04.2016 around 17.22 hrs . He separated two pieces of Rs.500/- denomination of cash received by him from the customer and kept on the cash counter table at around 17.22 hrs. seeing here and there, he took the separated amount and kept in his pocket and left the cash cabin. This statement regarding recording of CCTV footage cannot be termed as false. The Investigation Officer had no jealous or perversity against the Petitioner. He mentioned in his report the same thing which was recorded by the CCTV footage.

18. As per Ex.W6, it is the reply given by the Petitioner. The relevant portion of the reply regarding personal cash runs as under:-

"I reiterate that it was my personal cash which I bought from my house for exchange and due to busy work, I could not exchange it and was taken back by me."

As per the above statement, if the Petitioner fails to exchange the notes, due to busy work, there was no occasion to bring the notes out of pocket and put it near or under the cash counting machine and further, there was no occasion to take back these two notes in his pocket. The CCTV recording nowhere suggests that the Petitioner has taken out two notes of Rs.500/- denomination from his pocket and put these currency notes near or under the cash counting machine. The CCTV footage further nowhere suggests that the Petitioner took the notes from nearby cash counting machine or under the cash counting machine. The CCTV recording clearly suggests that the Petitioner has separated two notes taken from the customer by looking here and there and thereafter put in his pocket.

19. As per Ex.W6, the first response of the Petitioner and in this he has stated that it was his personal cash which he brought from his house and due to busy work he could not exchange and was taken back by him. Nowhere, the Petitioner stated that this amount was put near or under the cash counting machine.

20. Ex.W7 is marked as departmental enquiry proceedings. In the said proceedings, the Presenting Officer submitted before the Enquiry Officer to play the CCTV recording of 15.04.2016 from 9.45 am to 6.30 pm in respect of camera no.4 alone. Viewing of CCTV recording was completed. On the basis of CCTV recording, the charge sheeted employee could not establish that he brought his personal cash and kept it near the counting machine. Had he brought his personal cash from his house and put near or under the cash counting machine, this fact

must have disclosed in the first reply submitted by the Petitioner to the Branch Manager. Therefore , this statement of the Petitioner is an afterthought.

21. Admissibility of CCTV footage:-

This fact is established that Evidence Act is not applicable in its full strength in the disciplinary proceedings. The general CCTV footage being electronic records are admissible u/s.65B of the Evidence Act, after getting certificate of the concerned authority regarding genuineness of the electronic records. But, in the departmental enquiry proceedings, this certificate is not required because departmental enquiries are not strictly bound by the Evidence Act (as it was applicable) now the Bharatiya Sakshya Adhiniyam, 2023) under section 63(4). During the enquiry, the employee was given a chance to view and challenge the CCTV footage, but the Petitioner failed to explain any objection against CCTV footage. He was given full access to adduce evidence and provided an opportunity to cross examined the witnesses and to rebut or otherwise. There is no allegation on the part of the Petitioner that CCTV footage was edited, tampered or unclear, although this evidence is shown but doubtful. The Petitioner never challenged that there is no continuity in the footage or there is cut / edit or alter in the footage. The Petitioner never challenged that system was not working properly. The CCTV clearly shows that the Petitioner has taken two notes separated from the bundle provided by the customer by looking here and there and put these two notes in his pocket and left the cabin.

22. In the case of UOI Vs Sadar Bahadur (1972) 4 SCC 618, the Hon'ble Supreme Court held that standard of proof required in disciplinary proceedings is that preponderance of probability and no proof beyond reasonable doubt.

23. In another case State of Haryana Vs. Ratan Singh AIR (1977) SC 1512, the Hon'ble Supreme Court held that in domestic enquiry strict and sophisticated rules of evidence may not apply and all materials which are logically probative for a prudent mind are permissible.

24. In the case of Delhi Transport Corporation Vs. Sardar Singh AIR 2004 4161, the Hon'ble Supreme Court held that burden is on the employee who claims that there was no negligence as lack of interest to establish it by placing relevant materials by applying some logic. It can be stated that it was burden of proof lies on the Petitioner that he brought two currency notes of Rs.500/- denomination each and these two notes were kept near or under the cash counting machine and later on, he put these two notes in his pocket without getting exchange. But, the Petitioner has miserably failed to prove the facts on record.

25. Validity of punishment:-

26. In the case of **Damoh Panna Sagar Rural Regional Bank and Another vs. Munna Lal Jain** AIR 2005 SC 584 , the Hon'ble Supreme Court held that unauthorized withdrawal of money by the Branch Manager, then dismissal is valid.

27. In the present case on hand, cash of Rs.1,000/- is illegally taken away by the Petitioner as Cashier and this fact is established by CCTV footage recording. Hence, the Petitioner is not entitled to any relief.

ORDER

In view of the foregoing discussion, the industrial dispute raised by the Petitioner is liable for dismissal. Accordingly, the same is dismissed.

Record be consigned to the record room.

Place : Chennai

Date : 01.04.2026

SUSHIL KUMAR-II, Presiding Officer

नई दिल्ली, 15 मई, 2026

का.आ. 930.—औद्योगिक विवाद अधिनियम 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार यूनियन बैंक ऑफ इंडिया के प्रबंधतत्र, संबद्ध नियोजको और उनके कर्मकारो के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय चेन्नई के पंचाट **(Ref. 100/ 2017, 17/ 2018, 19/2019, 50/2019)** प्रकाशित करती है।

[सं. एल –12012/64/2017-आईआर (बी-II)]

[सं. एल –12012/23/2018-आईआर (बी-II)]

[सं. एल –12012/58/2018-आईआर (बी-II)]

सलोनी, उप निदेशक

New Delhi, the 15th May, 2026

S.O. 930.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award(Ref. 100/2017, 17/2018, 19/2019, 50/2019) of the *Cent.Govt.Indus.Tribunal-cum-Labour Court Chennai* as shown in the Annexure, in the industrial dispute between the management of Union Bank of India and their workmen.

[No. L-12012/64/2017- IR(B-II)

[No. L-12012/23/2018- IR(B-II)

[No. L-12012/58/2018- IR(B-II)]

SALONI, Dy. Director

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL

TRIBUNAL- CUM - LABOUR COURT, CHENNAI

Date: 08-04-2026

Present: SUSHIL KUMAR-II,

PRESIDING OFFICER

INDUSTRIAL DISPUITE NOs.100/2017, 17/2018, 19 & 50/2019

S.No.	I.D.No.	Petitioner	Respondent
1	100/2017	**Shri B.Saravanan** No.28, New Labour Line, Katpada, Old Washermenpet, Chennai-600 021.	2. 1. The Deputy Regional Head, Union Bank of India. 2nd floor., 139, Broadway, Chennai-600 018. 2. The Chief Manager, Union Bank of India, Chennai Main Branch, 139, Broadway, Chennai-600 018
2	17/2018	**Shri M.Muruganantham** 21/9, Seni Amman Koil Street, Near Bhavaniswari Temple, VOC Nagar, Tondiyarpet, Chenai-600081.	**1.The Chairman & Managing Director,** Union Bank of India, Central Office, 239, Vidhan Bhavan Marg, Nariman Point, Mumbai-400 021. 2. Regional Head, Union Bank of India. 2nd floor., 139, Broadway, Chennai-600 018. 3. The Chief Manager, Union Bank of India, Chennai Main Branch, 139, Broadway, Chennai-600 018.
3.	19/2019	**Smt. J.Malathy**	**1.The Chairman & Managing Director,** Union Bank of India, Central Office, 239, Vidhan Bhavan Marg,Nariman Point, Mumbai-400 021.

			2. The General Manager (HR) Union Bank of India. Central Office, 8th floor., . 2 39, Vidhan Bhavan Marg, Nariman Point, Mumbai-400 021. 3. The Chief Manager, Union Bank of India, Chennai Main Branch, 139, Broadway, Chennai-600 018.
4.	**50/2019**	**1. D.Punithamani-Wife** **2. H.Hariharan- Son** **3. D.Sairam-Son** **4. D.Sudamani-Mother** **Legal Heirs of S.Doss (deceased),** 27, S Block, Ramakamathpuram, T.Nagar, Chennai-600 017.	**1.The Chairman & Managing Director,** Union Bank of India, Central Office, 239, Vidhan Bhavan Marg, Nariman Point, Mumbai-400 021. 2. The General Manager (HR) Union Bank of India. Central Office, 8th floor., . 2 39, Vidhan Bhavan Marg, Nariman Point, Mumbai-400 021. 3. The Chief Manager, Union Bank of India, Chennai Main Branch, 139, Broadway, Chennai-600 018.

Appearance:

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

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

The Central Government, Ministry of Labour & Employment, New Delhi vide its order **(1)** No.L-12012/64/2017 (IR)(B-II) dated 13.11.2017; **(2)** No. L-12012/23/2018 (IR)(B-II) dated 31.10.2018 & **(3)** No.L-12012/58/2018 (IR)(B-II) dated 14.12.2019 referred the following three Industrial Disputes to this Tribunal for adjudication:-

"Whether the action of the management of Union Bank of India in removing Shri B.Saravanan, Clerk / Shri B.Muruganantham, Peon/Hamal / Smt. J.Malathi from service is justified? If not, to what relief the workmen are entitled to?"

2. Further, in the case of S.Doss (deceased), Legal Heirs of the deceased workman has also filed claim petition u/s.2A of the Industrial Disputes Act, 1947 directly before this Tribunal seeking the relief of reinstatement of legal heir of the deceased workman into service with all other attendant benefits.

3. The facts and applicability of law in all these four Industrial Disputes and the legal issues involved are similar. The Petitioners raised claim against the same Respondents for the same relief. Therefore, a common Award is being passed in all these four ID cases. I take up the I.D. No.17/2018 as lead case, filed by the Petitioner for disposal of these four IDs and finding being rendered in this order will equally apply to all the other IDs filed by the Petitioners/legal heirs.

4. As per the case of the Petitioner Shri Muruganantham, he joined the services of the Respondent Bank during 1994 as Driver and worked in Zonal Office from 01.09.1994 to 26.03.1995; in Sowcarpet Branch from 27.03.1995 to 10.10.1999. Thereafter he had worked as Personal Driver for the Chief Manager, CRLD, Regional Office from 27.03.1995 to 31.12.2002. Later he worked under Chief Manager, Chamiers Road Branch from May 2003 to April 2005. The Petitioner worked for Chief Manager, at Chamiers Road Branch from 2006 to 2007. Again he worked in the Chamiers Road Branch from 29.05.2007 to 31.07.2008 and from 25.11.2008 to till the date of appointment as Peon/Hamall, the petitioner worked as Driver for Assistant General Manager. The Petitioner was issued Appointment Order dated 24.12.2008 as Peon/Hamali in Broadway Branch of the Respondent Bank.

5. All the above petitioners have applied for the post of Peon during the year 1999 and all of them were over qualified (9th standard fail as fixed by the bank as maximum educational qualification during the year 1999). All the petitioners were selected based on the settlement dated 24.12.2008. Later on, all the petitioners were asked to submit their educational qualifications. As per the case of the Petitioner, on the misguidance, he submitted 9th Standard fail certificate issued by S.C. Government Higher Secondary School, Kalambur, Tiruvannamalai Dist. without knowing the fact that the Respondent bank has increased the upper educational qualification as 12th Standard fail. The petitioners submitted that they were duly qualified for the post of peon based on their educational qualification, whereas due to misguidance and exploitative attitude of the bank in keeping an employee as temporary for a longer period, which forced the petitioners for submission of 9th standard fail certificate due to their sheer ignorance about the upward revision of educational qualification (12th fail) by the respondent Bank. The petitioners further claim that their services were flawless and was appreciated by the Managers. However, merely on technical grounds, charge sheet was issued to the petitioners for alleged misconduct with the following charges:-

i) Doing act prejudicial to the interest of the bank;

ii) Knowingly making false statement in any document pertaining to or in connection with their employment.

All the Petitioners have attended the enquiry conducted by the bank and both the parties examined and marked the documents. The Disciplinary Authority imposed the punishment of dismissal from service with immediate effect for the gross misconduct and "Censure" for minor misconduct. The appeal preferred by the Petitioner, resulted in modification of punishment from dismissal to that of "Removal from Service without disqualification from further employment" by order dated 31.01.2017. The Mercy petitions of the Petitioners were rejected. Then, the Petitioner has raised industrial dispute before the ALC. (Central), Chennai and on failure of conciliation, reference has been made to this Tribunal.

6. The Respondent bank has conducted the enquiry which was not fair and proper. The Petitioner was not permitted to cross examine the author of the document. The management witness was present, who drafted the charge memo against the Petitioner and permitted to depose on behalf of the Respondent Management. The Enquiry Officer has not given any finding as to how prejudice was caused and as to how bank was deceived by false statement made by the petitioner. Based on the admission of guilt dated 03.09.2015, the Enquiry Officer found the charge proved. Exhibits DEX 1 to DEX5 marked in the domestic enquiry have not been given any consideration. This shows biased attitude of the enquiry officer and disciplinary authority. The Petitioner submits that it was unintentional mistake to produce transfer certificate provided by the school. The punishment awarded to the Petitioner by the bank is on higher side.

7. Further, it is stated by the Petitioner that, one P.Sudalalmuthu, who was also appointed as Peon in the Respondent bank had suppressed the fact of eighth standard pass and instead joined as fifth pass in the post of part time housekeeper. After being appointed as peon, his concealment of educational qualification at the time of securing employment was subject matter of charge memo and later was imposed punishment of removal from service. The Writ Petition filed by the said delinquent employee was dismissed affirming the order of punishment of removal. However, in the Writ Appeal no. 1196 of 2014, it was held that higher educational qualification did not prejudice the bank and further held that the punishment of removal from service was set aside. The SLP No.9220 of 2018 preferred by the bank before the Hon'ble Supreme Court was dismissed on 11.12.2017. The averments of the petitioner is similar in nature and they are also removed from service for having higher educational qualification. All the Petitioners and legal heir of the Petitioner in ID No.50/2019 have filed their proof of affidavits.

8. In its counter statement, the Respondent stated that recognized union took up the cause of the personal drivers of the management staff for their absorption in the service of the bank purely as a gesture to maintain *harmonious Industrial relationship, but such appointments were subject to the concerned personal driver satisfies the eligibility criteria for the post of Peon-cum-Hamal. In the year 1999, certain vacancies in the post of Peon-cum-Hamal were kept aside to consider some of the personal drivers of the Management staff who satisfy the eligibility criteria. The Petitioners were one among them. At that time, the prescribed qualification was 7th standard pass and 10th standard fail i.e. he should have studied at least 7th standard and not more than 10th standard. During the year 2008 the prescribed qualification was 8th Std. pass and 12th standard fail. The Petitioners submitted transfer certificate issued by the Government Higher Secondary School, Kalambur Village, Tiruvannamalai District in which it was stated that 9th standard fail. Therefore, the Petitioners were appointed. On the basis of some anonymous letter, the Respondent

bank issued letter dated 03.10.2012 directing the Regional office, Chennai to make enquires in the schools where the Petitioners studied and to ascertain whether the Petitioners submitted genuine certificates and in turn, the school authorities informed that the certificates submitted by the Petitioners were not genuine. Disciplinary action was initiated against the Petitioners and they were issued with charge sheet dated 17.08.2015 and after conducting enquiry all the Petitioners admitted that they have falsely submitted the certificates, on the basis of the findings of the Enquiry Officer found them guilty of charges and the Disciplinary Authority issued second show cause notice proposing punishment of dismissal from service for the misconduct of knowingly making false statement in the documents pertaining to or in connection with employment in the bank. All the Petitioners were asked to appear for enquiry and during the enquiry, after hearing the Petitioners punishment of dismissal was awarded. The Appellate Authority modified the punishment from dismissal to that of "Removal from Service without disqualification from further employment" by order dated 31.01.2017.

9. The Petitioners refer to the case of one Mr.Sudalimuthu another employee is without any substance. The case of the Petitioners are different. It was declared by the Petitioners that they shall be liable to discharge from service of the bank if at any time they found to be furnished any false information or documents pertaining to or in connection with employment of the bank. Therefore, the claim petitions are liable to be dismissed.

Witnesses Examined:

For the First Party Petitioner : WW1 Mr.M.Muruganantham

For the 2nd Party/Management : MW1 Mr.D.Balavinayagam,

Sr.Manager (HR)

Documents Marked:

On the Petitioner's side:

Ex.No.	Date	Description
Ex.W1	1995 to 2008	Service Certificate issued by the Bank
Ex.W2	24.12.2008	Appointment as Peon
Ex.W3	27.06.2009	Confirmation in Banks Service
Ex.W4	10.04.2012	Provisional Degree Awarded by Tamilnadu Open University
Ex.W5	11.03.2015	Memo
Ex.W6	19.03.2015	Explanation/Reply to the Memo
Ex.W7	17.08.2015	Charge sheet
W7(a)	03.09.2015	Reply to charge sheet
Ex.W8	29.10.2015	Enquiry Proceedings
Ex.W9	19.12.2025	Enquiry Proceedings
Ex.W10	09.01.2016	Written submission of the Petitioner
Ex.W11	15.03.2016	2nd show cause notice
Ex.W12	23.03.2016	Personal hearing for 2nd show cause
Ex.W13	30.03.2016	Findings of Disciplinary Authority
Ex.W14	02.07.2016	Appeal to Appellate Authority
Ex.W15	19.07.2016	Personal hearing before Appellate Authority
Ex.W16	02.02.2017	Order of the Appellate Authority
Ex.W17	08.05.2018	Failure report of the conciliation officer

Documents Marked:

On behalf of Respondent/Management

Ex.No.	Date	Description
Ex. M1	24.12.2008	Application of Petitioner for employment
Ex.M2	19.03.2015	Representation of the Petitioner
Ex.M3	30.03.2015	Explanation of the Petitioner to the memo NRO-DP-2891/2015 dated 11.03.2015
Ex.M4	04.01.2016	Presenting Officer's Written Submissions.
Ex. M5	11.04.2016	Appeal of the Petitioner against Disciplinary Authority's Order
Ex.M6	31.01.2017	Order of Appellate Authority
Ex.M7	09.10.2017	2A petition filed by Petitioner before ALC, Chennai and report of conciliation.
Ex.M8	08.12.2017	Respondent's reply to the Petition filed before RLC(C) Annexure II (Referred in C.F.R).
Ex. M9	26.12.2017	Further comments of Petitioner field before RCL(C) Annexure III(Referred in CFR)
Ex.M10	14.03.2018	Respondent's further Submissions filed before RLC(C) Annexure IV (Referred in CFR)
Ex.M11	15.03.2018	Proceedings of ALC(C) in Manuscript.
Ex.M12	15.03.2018	Written Submissions of Petitioner filed before ALC(C), Chennai.
Ex.M13	17.11.2014	Letter from Regl. Office, Chennal to Headmaster, S.S.Govt. Higher Secondary School, Kalambur
Ex.M14	18.02.2015	Letter from Regl. Office, Chennai to Headmaster, S.S.Govt. Higher Secondary School, Kalambur-606 903
Ex.M15	18.06.1986	T.C. No.A-381942, Issued to the Petitioner by Headmaster, S.S.Govt. Higher Secondary School, Kalambur Admission No.6291
Ex.M16	23.02.2015	Reply from Headmaster from Su. Se. Govt Boys Higher Secondary School Kalambur 606 903
Ex.M17	25.10.2004	Respondent's Circular 2448/04 issued by G.M. (HRM), Dept, Mumbai Guideline regarding minimum educational qualification
Ex.M18	01.10.2008	Guidelines issued by bank regarding absorption of Personal Drivers' eligibility criteria
Ex.M19	03.10.2012	Letter from Respondent's Central Office, Mumbai to Regl. Office, Chennai For Discreet Enquiry about studies of 7 staff -inclusive of Petitioner.
Ex.M20	14.06.2012	Respondent's letter from Central Office, Mumbai to Regl. Office, Chennai. Reg. Application for promotion to clerical cadre.

10. The Petitioner has submitted proof of affidavit in support of his claim and adduced oral evidence as WW1 and documents filed by him were marked as Ex.W1 to W17. On behalf of Respondent bank no proof of affidavit is filed, however, Mr.D.Balavinayagam has given his oral evidence and documents were marked as Ex.M1 to Ex.M20 and he was cross examined by the learned counsel appearing on behalf of the Appellant.

11. Heard the learned counsel appearing on either side and perused the material available on record.

12. The point that arises for determination is whether fair and proper enquiry was conducted based on principles of natural justice?

13. The charge sheet was issued by the Respondent bank, reply was submitted by the Petitioners; enquiry proceedings were conducted in the presence of the Petitioners; the Petitioners cross examined the management witnesses; filed their defense, even submitted the Petitioners' written submissions. The learned counsel appearing on behalf of the Appellant submitted that exhibits marked on the management side were not through the author of the document and the originals were not filed, the Petitioners were not permitted to cross examine the author of the documents and the management witness was the person who drafted the charge memo against the Petitioners. But, since the certificates were produced by the Petitioners themselves before the Respondent authorities, there was no occasion to permit cross examination of the management witnesses. It was the duty of the Petitioners to prove the genuineness of the documents which were produced by the Petitioners themselves. The educational qualification which was submitted by the Petitioners themselves were not the documents of the Respondent Bank. Therefore, there was no occasion to provide an opportunity to cross examine the author of the document. Any person who is acquainted with the facts of the case may be examined as witness. Therefore, there was no illegality to examine the person as witness, who drafted the charge memo against the Petitioners. The person who drafted the charge memo may be well acquainted with the facts of the case that relates to Petitioners. Thus, he may be competent witness to prove the charges against the Petitioners. Therefore, the Petitioner fails to establish any lacuna or unfair or impropriety in conducting the domestic enquiry against the Petitioners. Accordingly, this issue is decided in favour of the Respondent and against the Petitioners.

14. The second point that arises for determination is whether the order of removal from service is shocking and disproportionate to the punishment?

15. Admittedly, all the Petitioners did not meet the eligibility criteria for the post of Peon. As per the requirement of the Respondent Bank Petitioners were qualified more than the eligibility criteria. To establish the eligibility criteria, the Petitioners submitted their transfer certificates which were found forged and fabricated and this fact was admitted by Petitioners themselves.

16. Seriousness of misconduct:-

In the present case, the Petitioner has committed two acts of misconducts:-

a) Forgery – all the Petitioners have forged the documents of educational qualification and submitted to the Respondent Bank;

b) Misrepresentation – All the Petitioners have suppressed their true educational qualification. Thus, suppression of true qualification and submission of fake educational qualification certificate results into dishonesty and fraud. The acts of the Petitioner goes against the integrity and trustworthiness for doing the job in the bank.

17. It is true that the initial appointment was not obtained by committing fraud or forged documents, but for regular appointment to the post of Peon, the Petitioners submitted forged and fake documents. As per document Ex.M1 qualification at the time of appointment for subordinate staff, excluding sweepers, a person who has passed VIII standard or its equivalent, but should not be passed 10 + 2 examination or its equivalent. Earlier, the qualification was pass in VII standard but not passed SSC . As per Notification dated 25th October, 2004, there was no need to submit certificate of less qualification. But, it is true that Petitioners have submitted fake documents which shows lesser qualification of the Petitioners.

18. The Petitioners have given the following declaration in their applications at the time of joining :-

"I agree that even after my appointment , I shall be liable to be discharged from the service of the bank, if any time here after, it is found that I have furnished incorrect or false information or have suppressed any information from the bank."

19. This fact is established that the Petitioners have submitted false information.

20. Now I have to consider impact of the false information:-

It is well established doctrine that employment is based on trust and honesty and if someone submits false certificates and hide the real qualifications or misrepresent the facts, then the act creates breach of trust and if the trust is lost , then employer is justified in punishing the employee. In the present case on hand, false information based on fraud, dishonesty and fabrication of false documents were furnished by the Petitioners and forwarded it to the authorities knowing that the certificates are false. During the course of arguments, the learned counsel appearing on behalf of the Appellant admitted that appointment was based on certificates submitted by the Petitioners and these certificates were forged one and thus, the appointment itself is void and the Respondent Bank conducted the enquiry and declared the certificates as void and accordingly, punished the employees.

21. Impact of Length of Service:-

It is argued on behalf of the learned Counsel for Petitioner that the Petitioners have served so many years with the Respondent Bank with clean service records. But, this Tribunal cannot interfere on this point, because though the Petitioners have rendered service for long years, but entry in the post was based on the fake documents and fraud committed at the entry level cannot be cured on the basis of long term service.

22. In the present case, there was every chance of initiation of criminal proceedings against the Petitioners for forgery and cheating under IPC. But, since the Respondent bank has chosen to conduct departmental proceedings only and has not initiated any criminal action against the Petitioners.

23. The learned counsel appearing on behalf of the Appellant relied on the case law in P.Sudalaimuthu Vs. Union of India (Web Copy) in W.A.No.1196 of 2014 dated 11.12.2017. In that case, the Applicant secured employment as part time housekeeper by stating his educational qualification as fifth pass, while the prescribed qualification was second standard pass or eight standard fail. The Hon'ble High Court of Madras held that suppression of fact of eight standard by the Appellant at the time of submission of appointment will not in any manner prejudice the work being / to be carried out by the Appellant as part time housekeeper nor it would call for any action by the respondent much less disciplinary enquiry. After observing the above, the Hon'ble High Court directed to reinstate the Petitioner with continuity of service and without back wages for the period from the date of dismissal till the reinstatement.

24. The learned counsel appearing on behalf of the Respondent argued that facts of the case referred by the learned counsel for the Appellant and the facts in the present case are totally different. In the case of Sudalaimuthu, only higher qualification was suppressed but, in the present case, the Petitioners have fabricated the forged documents regarding their educational qualification and submitted before the authorities and obtained appointment on the basis of such fake and fabricated documents. This contention of the learned counsel for the Respondent appears to be correct. Therefore, the case law referred to by the learned counsel for the Appellant are totally different and the same is not applicable to the present case.

25. Further, the learned counsel for the Petitioner relied on the case law in Jaggo & Others Vs. Union of India & others in 2025 II LLJ 489 (SC), wherein the Hon'ble Supreme Court held that no evidence suggests their entry was through any illegal route and termination letters which were issued without prior notice or explanation. The facts referred to by the learned counsel and the facts in present case on hand are totally different and thus, it cannot be applicable to adjudicate the present case.

26. The learned counsel for the Petitioner relied on the another case law in Sripal & Another Vs. Nagar Nigam Ghaziabad (2025) II LLJ 254 (SC), wherein then employees have raised industrial dispute seeking regularisation of their service, but their services were terminated without any notice. The facts involved in that case is entirely different from the present case on hand and thus, it is not applicable to adjudicate the present dispute.

27. The learned counsel appearing on behalf of the Respondent has relied on the case law in Commissioner of Police Vs. CT. Vinod Kumar (2025) Live Law (SC) 1117, wherein the Respondent was appointed as a constable in Delhi police . A complaint was received alleging appointment of the respondent was based on forged and fabricated degree/certificate submitted by him. The Hon'ble Supreme Court held that where the forgery is established, the punishment of dismissal from service is restored.

28. The learned counsel appearing on behalf of the Respondent relied on another case law in IOCL Vs. Rajendra D Harmalkar (2022) 17 SCC 361, wherein the respondent was dismissed from service by the Disciplinary Authority for producing fabricated /forged SSLC certificate, which is a grave misconduct. Considering the charge and misconduct of the respondent by producing fake and false certificate which was proved, the Hon'ble Supreme Court has upheld the decision of the Disciplinary Authority by setting aside the order of the Hon'ble High Court.

29. In my view, the above case laws relied on by the learned counsel appearing on behalf of the Respondent are squarely applicable to the facts of the present case. Since the Petitioners in the present Industrial Disputes have produced fake and fabricated certificates in order to get their appointments from the Respondent Bank, which was proved as grave misconduct in the enquiry and the Petitioners were imposed with the punishment of removal /dismissal from service by the Respondent/Management and thus, I see no reason to interfere with the decision of the Appellate Authority of the Respondent Bank.

AWARD

In view of the above discussion, all these four Industrial Disputes raised by the Petitioners are liable for dismissal. They are dismissed accordingly.

The references are answered accordingly.

Record be consigned to the record room.

Place : Chennai

Date : 08.04.2026

SUSHIL KUMAR-II, Presiding Officer

नई दिल्ली, 14 मई, 2026

का.आ. 931.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार बीसीसीएल के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में **केन्द्रीय सरकार औद्योगिक अधिकरण-सह-श्रम न्यायालय, धनबाद-II** के पंचाट **(संदर्भ संख्या** 50/2007) को प्रकाशित करती है,

[सं. एल –20012/87/2007-आईआर (सीएम-I)]

जयदीप यादव, उप निदेशक

New Delhi, the 14th May, 2026

S.O. 931.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award **(Ref. No. 50/2007***)* of t**he Central Government Industrial Tribunal-cum-Labour Court, Dhanbad-II** as shown in the Annexure, in the industrial dispute between the Management of **BCCL.** and **their workmen.**

[No. L-20012/87/2007- IR(CM-I)]

JAIDEEP YADAV, Dy. Director

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO.2, DHANBAD

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

Ref. Case No.- 50/2007

Parties :

Employer in relation to the management of Sendra Bansjora

Colliery of M/s. BCCL.

AND

Their Workman

Present : Shri Sachindra Kumar Pandey

Presiding Officer/Link Officer

Appearances:

For the Employers :- Shri D.K. Verma Ld. Advocate

For Workman :- None

State : Jharkhand Industry :- Coal

Dated: 13/03/2026

AWARD.

1. In the present case, a Reference was received from the appropriate Government vide letter no. L-20012/87/2007-(IR (CM-I)) dated 09/08/2007 under clause (d) of sub-section (1) and sub-section(2A) of section 10 of the I.D. Act. 1947 for adjudication of a dispute, terms of which are as under:-

SCHEDULE

"Whether the action of the management of Sendra Bansjora Colliery of M/s. BCCL in denying regularization as PR Trammer to Shri Riyazuddin Mia, M/Loader, is justified and legal?, If not, to what relief is the concerned workman entitled and from which date?"

2. In the endorsement made in reference order, the appropriate Government directed the parties raising the dispute to file statement of claim, complete with relevant document, list of reliance and witness with this Tribunal within 15 days of receipt of the reference order and to forward a copy of such statement of claims to the opposite parties involved in the dispute.

3. On receipt of the above reference, notice was sent to the workmen as well as the management and accordingly statement of claim and WS was filed by the parties but the case record shows that the case record is running at the stage of filing rejoinder by the workman for the last 18 years and it further transpires that the workman is absent in this case since 24/06/2008 which makes it clear that the workman is not interested in this case and the registered notice sent to the workman/Union was also delivered to the workman/Union but even after that the workman/Union is absent which makes it clear that the workman/Union has lost his interest in this case.

4. In these circumstances, this Tribunal is left with no choice, except to pass a "No Dispute /claim" Award. Let this award be sent to the appropriate Government for publication as required u/s 17 of the Industrial Dispute Act, 1947.

SACHINDRA KUMAR PANDEY, Presiding Officer/Link Officer

नई दिल्ली, 14 मई, 2026

का.आ. 932.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार बीसीसीएल के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में **केन्द्रीय सरकार औद्योगिक अधिकरण–सह–श्रम न्यायालय, धनबाद-II** के पंचाट **(संदर्भ संख्या** 92/2012) को प्रकाशित करती है,

[सं. एल –20012/56/2012-आईआर (सीएम-I)]

जयदीप यादव, उप निदेशक

New Delhi, the 14th May, 2026

S.O. 932.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award **(Ref. No. 92/2012*)*** of t**he Central Government Industrial Tribunal-cum-Labour Court, Dhanbad-II** as shown in the Annexure, in the industrial dispute between the Management of **BCCL.** and **their workmen.**

[No. L-20012/56/2012- IR(CM-I)]

JAIDEEP YADAV, Dy. Director

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL

NO.2 , DHANBAD

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

Ref. Case No.- 92/2012

Parties :

Employer in relation to the management of C.V.

Area of M/s. BCCL.

AND

Their Workman

Present : Shri Sachindar Kumar Pandey

Presiding Officer/Link Officer

Appearances:

For the Employers :-Shri S.N. Ghosh Ld. Advocate

For Workman :- None

State : Jharkhand Industry :- Coal

Dated: 11/03/2026

AWARD.

1. In the present case, a Reference was received from the appropriate Government vide letter no. L-20012/56/2012-(IR (CM-I)) dated 04/12/2012 under clause (d) of sub-section (1) and sub-section(2A) of section 10 of the I.D. Act. 1947 for adjudication of a dispute, terms of which are as under:-

SCHEDULE

"Whether the action of the management of C.V. Area of M/s. BCCL, in dismissing Sri Prabir Masih from the services of the company vide letter dated 5/6.5.2005 is legal and justified?, To what relief is the workman concerned entitled?"

2. In the endorsement made in reference order, the appropriate Government directed the parties raising the dispute to file statement of claim, complete with relevant document, list of reliance and witness with this Tribunal within 15 days of receipt of the reference order and to forward a copy of such statement of claims to the opposite parties involved in the dispute.

3. On receipt of the above reference, notice was sent to the workmen as well as the management and accordingly statement of claim and WS was filed by the parties but the case record shows that the case record is running at the stage of filing rejoinder and document by the workman but in the meantime the workman/Union is absent in this case since 09/04/2014 which makes it clear that the workman/Union is not interested in this case and the registered notice sent to the workman/Union was also returned back with endorsement "Died".

4. In these circumstances, this Tribunal is left with no choice, except to pass a "No Dispute /claim" Award. Let this award be sent to the appropriate Government for publication as required u/s 17 of the Industrial Dispute Act, 1947.

SACHINDRA KUMAR PAndey, Presiding Officer/Link Officer

नई दिल्ली, 14 मई, 2026

का.आ. 933.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार बीसीसीएल के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में **केन्द्रीय सरकार औद्योगिक अधिकरण–सह–श्रम न्यायालय, धनबाद-II** के पंचाट **(संदर्भ संख्या** 94/2003) को प्रकाशित करती है,

[सं. एल –20012/110/2003-आईआर (सीएम-I)]

जयदीप यादव, उप निदेशक

New Delhi, the 14th May, 2026

S.O. 933.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award **(Ref. No. 94/2003***)* of t**he Central Government Industrial Tribunal-cum-Labour Court, Dhanbad-II** as shown in the Annexure, in the industrial dispute between the Management of **BCCL.** and **their workmen.**

[No. L-20012/110/2003- IR(CM-I)]

JAIDEEP YADAV, Dy. Director

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL

NO.2 , DHANBAD

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

Ref. Case No.-94/2003

Parties :

Employer in relation to the management of Block-II Area

of M/s. BCCL.

AND

Their Workman

Present : Shri Sachindra Kumar Pandey

Presiding Officer/Link Officer

Appearances:

For the Employers:- Shri D.K. Verma Ld. Advocate

For Workman:- None

State: Jharkhand Industry :- Coal

Dated: 12/03/2026

AWARD.

1. In the present case, a Reference was received from the appropriate Government vide letter no. L-20012/110/2003- (IR (C-I)) dated 25/08/2003 under clause (d) of sub-section (1) and sub-section (2A) of section 10 of the I.D. Act. 1947 for adjudication of a dispute, terms of which are as under:-

अनुसूची

"क्या नेशनल कोल वर्कर्स कांग्रेस की माँग कि कर्मकार श्री के.डी.भार्मा, भावेल आपरेटर बेनीडीह, ओ.सी.पी., ब्लॉक–2, मैसर्स भा. को. को. लि. , धनबाद को एक्सकेबेशन ग्रेड– "बी" में दिनांक 01.03.1984 से, एक्सकेबेशसन ग्रेड–"सी" में दिनांक 01.03.1985 से तथा स्पेशल ग्रेड में दिनांक 01.03.1986 से नियमित/पदोन्नत किया जाए उचित एवं सही है? यदि हाँ तो कर्मकार किन लाभों को पाने का हकदार है?"

2. In the endorsement made in reference order, the appropriate Government directed the parties raising the dispute to file statement of claim, complete with relevant document, list of reliance and witness with this Tribunal within 15 days of receipt of the reference order and to forward a copy of such statement of claims to the opposite parties involved in the dispute.

3. On receipt of the above reference, notice was sent to the workman as well as the management and accordingly statement of claim and WS was filed by the parties but at the stage of recording evidence by the workman, the workman absented himself since 12/06/2008, and never appeared there after which makes it clear that the workman is not interested in this case and the registered notice sent to the workman/Union was also returned back with endorsement "Insufficient Address" whereas the address mentioned on the envelope is just the same as has been mentioned in the reference order.

4. In these circumstances, this Tribunal is left with no choice, except to pass a "No Dispute /claim" award. Let this award be sent to the appropriate Government for publication as required u/s 17 of the Industrial Dispute Act, 1947.

SACHINDRA KUMAR PANDEY, Presiding Officer/Link Officer

नई दिल्ली, 14 मई, 2026

का.आ. 934.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार बीसीसीएल के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में **केन्द्रीय सरकार औद्योगिक अधिकरण- सह-श्रम न्यायालय, धनबाद-II** के पंचाट **(संदर्भ संख्या** 108/2005) को प्रकाशित करती है,

[सं. एल –20012/80/2005-आईआर (सीएम-I)]

जयदीप यादव, उप निदेशक

New Delhi, the 14th May, 2026

S.O. 934.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award **(Ref. No. 108/2005)** of t**he Central Government Industrial Tribunal-cum-Labour Court, Dhanbad-II** as shown in the Annexure, in the industrial dispute between the Management of **BCCL.** and **their workmen.**

[No. L-20012/80/2005- IR(CM-I)]

JAIDEEP YADAV, Dy. Director

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL

NO.2, DHANBAD

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

Ref. Case No.-108/2005

Parties :

Employer in relation to the management of CCL, Argada Area.

AND

Their Workmen

Present : Shri Sachindra Kumar Pandey

Presiding Officer/Link Officer

Appearances:

For the Employers :-Shri D.K. Verma Ld. Advocate

For Workman :- None

State : Jharkhand Industry :- Coal

Dated: 13/03/2026

AWARD.

1. In the present case, a Reference was received from the appropriate Government vide letter no. L-20012/80/2005-(IR (CM-I)) dated 9/12/2005 under clause (d) of sub-section (1) and sub-section (2A) of section 10 of the I.D. Act. 1947 for adjudication of a dispute, terms of which are as under:-

SCHEDULE

"Whether the demand of the Jharkhand Colliery Mazdoor Union from the management of CCL, Argada Area that Smt. Champa Devi and Smt. SukroOraon, P.R. workers may be allowed pay protection upon their regularization in Cat. I(T.R.), justified?, If so, to what relief are the workmen concerned entitled?"

2. In the endorsement made in reference order, the appropriate Government directed the parties raising the dispute to file statement of claim, complete with relevant document, list of reliance and witness with this Tribunal within 15 days of receipt of the reference order and to forward a copy of such statement of claims to the opposite parties involved in the dispute.

3. On receipt of the above reference, notice was sent to the workmen as well as the management and accordingly statement of claim and WS was filed by the parties and the case record shows that the case record is running at the stage of evidence of workman for the last 18 years and it further transpires that the workman is absent in this case since 24/11/2015, which makes it clear that the workman is not interested in this case and the registered notice sent to the workman/Union was also returned back with endorsement "Insufficient Address".

4. In these circumstances, this Tribunal is left with no choice, except to pass a "No Dispute /claim" Award. Let this award be sent to the appropriate Government for publication as required u/s 17 of the Industrial Dispute Act, 1947.

SACHINDRA KUMAR PANDEY, Presiding Officer/Link Officer

नई दिल्ली, 14 मई, 2026

का.आ. 935.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार बीसीसीएल के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में **केन्द्रीय सरकार औद्योगिक अधिकरण–सह श्रम न्यायालय, धनबाद-II** के पंचाट **(संदर्भ संख्या** 17/2006) को प्रकाशित करती है,

[सं. एल –20012/126/2005-आईआर (सीएम-I)]

जयदीप यादव, उप निदेशक

New Delhi, the 14th May, 2026

S.O. 935.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award **(Ref. No. 17/2006*)*** of t**he Central Government Industrial Tribunal-cum-Labour Court, Dhanbad-II** as shown in the Annexure, in the industrial dispute between the Management of **BCCL.** and **their workmen.**

[No. L-20012/126/2005- IR(CM-I)]

JAIDEEP YADAV, Dy. Director

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL

NO.2, DHANBAD

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

Ref. Case No.- 17/2006

Parties :

Employer in relation to the management of Kustore Area of

M/s. BCCL.

AND

Their Workman

Present : Shri Sachindra Kumar Pandey

Presiding Officer/Link Officer

Appearances:

For the Employers :- Shri D.K. Verma Ld. Advocate

For Workman :- None

State : Jharkhand Industry :- Coal

Dated: 13/03/2026

AWARD.

1. In the present case, a Reference was received from the appropriate Government vide letter no. L-20012/126/2005-(IR (CM-I)) dated 01/06/2006 under clause (d) of sub-section (1) and sub-section (2A) of section 10 of the I.D. Act. 1947 for adjudication of a dispute, terms of which are as under:-

SCHEDULE

"Whether the action of the management of Kustore Area of M/s. BCCL in cancelling vide letter dt. 15/10/99 the employment given to Shri Kamlesh Kumar, the dependent son of Late Ram Anuj Jaisward, Ex-workman is just ,fair and legal?, If not, to what relief is the said Sri Kamlesh Kumar entitled?"

2. In the endorsement made in reference order, the appropriate Government directed the parties raising the dispute to file statement of claim, complete with relevant document, list of reliance and witness with this Tribunal within 15 days of receipt of the reference order and to forward a copy of such statement of claims to the opposite parties involved in the dispute.

3. On receipt of the above reference, notice was sent to the workmen as well as the management and accordingly statement of claim and WS was filed by the parties but the case record shows that no evidence has been adduced in this case so far for the last 15 years on the contrary the case record is running for filing counter reply and thereafter rejoinder of the same without there being any evidence on record. It further transpires that the workman is absent in this case since 25/11/2021, which makes it clear that the workman is not interested in this case and the registered notice sent to the workman was also delivered to the workman but even after that the workman is absent which makes it clear that the workman has lost his interest in this case.

4. In these circumstances, this Tribunal is left with no choice, except to pass a "No Dispute /claim" Award. Let this award be sent to the appropriate Government for publication as required u/s 17 of the Industrial Dispute Act, 1947.

SACHINDRA KUMAR PANDEY, Presiding Officer/Link Officer

नई दिल्ली, 14 मई, 2026

का.आ. 936.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार बीसीसीएल के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में **केन्द्रीय सरकार औद्योगिक अधिकरण–सह–श्रम न्यायालय, धनबाद-II** के पंचाट **(संदर्भ संख्या 49/2007)** को प्रकाशित करती है,

[सं. एल –20012/86/2007-आईआर (सीएम-I)]

जयदीप यादव, उप निदेशक

New Delhi, the 14th May, 2026

S.O. 936.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award **(Ref. No. 49/2007)** of t**he Central Government Industrial Tribunal-cum-Labour Court, Dhanbad-II** as shown in the Annexure, in the industrial dispute between the Management of **BCCL.** and **their workmen.**

[No. L-20012/86/2007– IR (CM-I)]

JAIDEEP YADAV, Dy. Director

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL

NO.2, DHANBAD

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

Ref. Case No.-49/2007

Parties :

Employer in relation to the management of Sendra Bansjora

Colliery of M/s. BCCL.

AND

Their Workman

Present : Shri Sachindra Kumar Pandey

Presiding Officer/Link Officer

Appearances:

For the Employers :-Shri D.K. Verma Ld. Advocate

For Workman :- None

State : Jharkhand Industry :- Coal

Dated: 13/03/2026

AWARD

1. In the present case, a Reference was received from the appropriate Government vide letter no. L-20012/86/2007-(IR (CM-I)) dated 09/08/2007 under clause (d) of sub-section (1) and sub-section (2A) of section 10 of the I.D. Act. 1947 for adjudication of a dispute, terms of which are as under:-

SCHEDULE

"Whether the action of the management of Sendra Bansjora Colliery of M/s. BCCL in denying regularization as PR Trammer to Shri Shyam Sundar Chamar, M/Loader, is justified and legal?, If not, to what relief is the concerned workman entitled and from which date?"

2. In the endorsement made in reference order, the appropriate Government directed the parties raising the dispute to file statement of claim, complete with relevant document, list of reliance and witness with this Tribunal within 15 days of receipt of the reference order and to forward a copy of such statement of claims to the opposite parties involved in the dispute.

3. On receipt of the above reference, notice was sent to the workmen as well as the management and accordingly statement of claim and WS was filed by the parties but the case record shows that the case record is running at the stage of filing rejoinder by the workman for the last 18 years and it further transpires that the workman is absent in this case since 24/06/2008 which makes it clear that the workman is not interested in this case and the registered notice sent to the workman/Union was also delivered to the workman/Union but even after that the workman/Union is absent which makes it clear that the workman/Union has lost his interest in this case.

4. In these circumstances, this Tribunal is left with no choice, except to pass a "No Dispute /claim" Award. Let this award be sent to the appropriate Government for publication as required u/s 17 of the Industrial Dispute Act, 1947.

SACHINDRA KUMAR PANDEY, Presiding Officer/Link Officer

नई दिल्ली, 14 मई, 2026

का.आ. 937.— औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार बीसीसीएल के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में **केन्द्रीय सरकार औद्योगिक अधिकरण-सह -श्रम न्यायालय, धनबाद-II** के पंचाट **(संदर्भ संख्या 48/2007)** को प्रकाशित करती है,

[सं. एल –20012/85/2007-आईआर (सीएम-I)]

जयदीप यादव, उप निदेशक

New Delhi, the 14th May, 2026

S.O. 937.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award **(Ref. No. 48/2007)** of t**he Central Government Industrial Tribunal-cum-Labour Court, Dhanbad-II** as shown in the Annexure, in the industrial dispute between the Management of **BCCL.** and **their workmen.**

[No. L-20012/85/2007- IR(CM-I)]

JAIDEEP YADAV, Dy. Director

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL

NO.2, DHANBAD

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

Ref. Case No.-48/2007

Parties :

Employer in relation to the management of Sendra Bansjora Colliery of M/s. BCCL.

AND

Their Workman

Present : Shri Sachindra Kumar Pandey

Presiding Officer/Link Officer

Appearances:

For the Employers :-Shri D.K. Verma Ld. Advocate

For Workman :- None

State : Jharkhand Industry :- Coal

Dated: 13/03/2026

AWARD.

1. In the present case, a Reference was received from the appropriate Government vide letter no. L-20012/85/2007-(IR (CM-I)) dated 09/08/2007 under clause (d) of sub-section (1) and sub-section (2A) of section 10 of the I.D. Act. 1947 for adjudication of a dispute, terms of which are as under:-

SCHEDULE

"Whether the action of the management of Sendra Bansjora Colliery of M/s. BCCL in denying regularization as PR Trammer to Shri Ram Kisun Bhuia, M/Loader, is justified and legal?, If not, to what relief is the concerned workman entitled and from which date?"

2. In the endorsement made in reference order, the appropriate Government directed the parties raising the dispute to file statement of claim, complete with relevant document, list of reliance and witness with this Tribunal within 15 days of receipt of the reference order and to forward a copy of such statement of claims to the opposite parties involved in the dispute.

3. On receipt of the above reference, notice was sent to the workmen as well as the management and accordingly statement of claim and WS was filed by the parties but the case record shows that the case record is running at the stage of filing rejoinder by the workman for the last 18 years and it further transpires that the workman is absent in this case since 24/06/2008 which makes it clear that the workman is not interested in this case and the registered notice sent to the workman/Union was also delivered to the workman/Union but even after that the workman/Union is absent which makes it clear that the workman/Union has lost his interest in this case.

4. In these circumstances, this Tribunal is left with no choice, except to pass a "No Dispute /claim" Award. Let this award be sent to the appropriate Government for publication as required u/s 17 of the Industrial Dispute Act, 1947.

SACHINDRA KUMAR PANDEY, Presiding Officer/Link Officer

नई दिल्ली, 18 मई, 2026

का.आ. 938.—औद्योगिक विवाद अधिनियम 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार एडमिरल अधीक्षक, नौसेना गोदी के प्रबंधतत्र, संबद्ध नियोजको और उनके कर्मकारो के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय मुम्बई-1 के पंचाट (19/2023) प्रकाशित करती है।

[सं. एल –12025/01/2026-आईआर (बी-I)-134]

सलोनी, उप निदेशक

New Delhi, the 18th May, 2026

S.O. 938.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. 19/2023*)* of the *Cent.Govt.Indus.Tribunal-cum-Labour Court Mumbai -1* as shown in the Annexure, in the industrial dispute between the management of Admiral Superintendent , Naval Dockyard and their workmen.

[No. L-12025/01/2026- IR (B-I)-134]

SALONI, Dy. Director

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL–CUM–LABOUR COURT NO. 1, MUMBAI

Reference No.: CGIT-1/19/2023

Between

Admiral Superintendent, Naval Dockyard …Management

V/s.

(Indian Naval Employee Union) …Workman

(Shri Rishipal H. Deshwal)

APPEARANCE:-

For the management : Mr. B.K. Ashok(Adv.)

For the Indian Naval Employees Union : Shri Pradeep S. Gandhi(President &

Shri Rishipal H. Deshwal(Workman)

Mumbai dated 25th February 2026.

AWARD

The present reference has been made by the Central Government vide Order No. B-8(13)/2020-B-I dated 29.09.2022, in exercise of the powers conferred under clause (d) of sub-section (1) read with sub-section (2A) of Section 10 of the Industrial Disputes Act, 1947, on the following terms:

> *"Whether the action of the management of IHQ of MOD (Navy), Western Naval Command and Naval Dockyard, Mumbai in imposing the penalty of compulsory retirement upon Shri Rishipal H. Deshwal for the same cause for which his co-workers were awarded minor penalties is legal and justified? If not, to what relief is the workman entitled?"*

That the Workman joined the services of the Management on 10.04.1990 as a civilian industrial employee and rendered about 29 years of continuous service.

That throughout his service, the Workman discharged his duties sincerely and diligently and his service record remained satisfactory with no adverse entries.

That disciplinary proceedings were initiated against the Workman solely on the basis of a pseudonymous complaint, which is impermissible under binding instructions issued by the Central Vigilance Commission and the Department of Personnel & Training.

That despite specific objections raised by the Workman regarding the illegality of initiating proceedings on such complaint, the Management proceeded with the inquiry.

That the inquiry was conducted in violation of the principles of natural justice; relevant documents were not supplied and reasonable opportunity to defend was denied.

That the inquiry officer acted in a mechanical and biased manner and the findings were pre-determined.

That several other employees, who were similarly placed and allegedly involved in the same incident, were awarded minor penalties, whereas the Workman alone was imposed with the extreme punishment of compulsory retirement.

That the punishment imposed vide order dated 08.05.2019 is arbitrary, discriminatory and grossly disproportionate.

That due to the illegal action of the Management, the Workman has suffered loss of livelihood, seniority, pensionary benefits and has remained unemployed.

That the cause of action arose on 08.05.2019 and continues till date.

On these grounds, the Workman prayed for setting aside of the punishment of compulsory retirement and for reinstatement with continuity of service, full back wages and all consequential benefits.

The Management filed its Written Statement denying the claim and contending as under:

1. That the Statement of Claim is misconceived, untenable and liable to be dismissed.
2. That the present reference is not maintainable and the Tribunal lacks jurisdiction to adjudicate the dispute.
3. That the disciplinary proceedings were conducted strictly in accordance with the provisions of the CCS (CCA) Rules, 1965.
4. That the Workman was afforded adequate and reasonable opportunity to defend himself during the inquiry.
5. That the inquiry was fair, proper and in accordance with principles of natural justice.
6. That the punishment of compulsory retirement was imposed after considering the gravity of the misconduct proved against the Workman.
7. That the punishment imposed is neither arbitrary nor disproportionate.
8. That the Workman is not entitled to reinstatement, back wages or any consequential benefits.

The Management prayed for rejection of the reference.

Evidence and Proceedings

The Workman filed affidavit in evidence and produced documents in support of his claim. Despite repeated opportunities, the Management failed to cross-examine the Workman and also failed to lead any evidence. Accordingly, the ex-parte proceedings were initiated against the management despite of repeated opportunities given to them.

The following issues arise for adjudication:

1. Whether this Tribunal has jurisdiction to adjudicate the dispute?

2. Whether the disciplinary inquiry was fair and proper?

3. Whether the punishment of compulsory retirement is legal and justified?

4. To what relief, if any, is the Workman entitled?

ISSUE NO. 1 – Jurisdiction

The Workman is a civilian industrial employee engaged in technical duties. The dispute pertains to termination of service.

> ***The Hon'ble Supreme Court in Bangalore Water Supply & Sewerage Board v. A. Rajappa, (1978) 2 SCC 213, held that activities of this nature fall within the definition of "industry".***

Further, in

> **General Manager, Telecom v. A. Srinivasa Rao, (1997) 8 SCC 767, it was held that disputes relating to termination of civilian employees are amenable to adjudication under the Industrial Disputes Act.**

Accordingly, this Tribunal has jurisdiction. Hence, ISSUE NO. 1 is answered in favour of the Workman.

ISSUE NO. 2 – Validity of Disciplinary Inquiry

The disciplinary proceedings were admittedly initiated on the basis of a pseudonymous complaint. Binding vigilance instructions prohibit initiation of disciplinary action on such complaints.

The Hon'ble Delhi High Court has consistently held that disciplinary proceedings initiated on anonymous or pseudonymous complaints are unsustainable in law.

Further, the

> ***Hon'ble Supreme Court in State of Uttar Pradesh v. Saroj Kumar Sinha, (2010) 2 SCC 772, held that denial of reasonable opportunity vitiates the inquiry.***
>
> ***In Managing Director, ECIL v. B. Karunakar, (1993) 4 SCC 727, the Supreme Court held that compliance with principles of natural justice is mandatory.***

In the present case, the inquiry suffers from violation of binding instructions and principles of natural justice and is therefore vitiated. Hence, Issue No. 2 is answered in favour of the Workman.

ISSUE NO. 3 – Proportionality and Discrimination

The Workman rendered about 29 years of service. It is undisputed that other similarly placed co-workers were awarded minor penalties for the same alleged misconduct.

The Hon'ble Supreme Court in *Man Singh v. State of Haryana*, (2008) 12 SCC 331, held that similarly situated employees must be treated equally.

In *B.C. Chaturvedi v. Union of India*, (1995) 6 SCC 749, it was held that Courts and Tribunals can interfere where the punishment is arbitrary or shockingly disproportionate.

The punishment of compulsory retirement imposed upon the Workman is grossly disproportionate and discriminatory. Hence, Issue No. 3 is answered in favour of the Workman.

ISSUE NO. 4 – Relief

> ***The Hon'ble Supreme Court in Deepali Gundu Surwase v. Kranti Junior College, (2013) 10 SCC 324, held that reinstatement with continuity of service and back wages is the normal rule where termination is found illegal.***
>
> ***In Hindustan Tin Works Pvt. Ltd. v. Employees, (1979) 2 SCC 80, it was held that denial of back wages must be supported by reasons.***

In the present case, the Management failed to rebut the Workman's evidence or justify denial of relief. Hence, Issue No. 4 is answered in favour of the Workman.

FINAL AWARD

In view of the findings recorded hereinabove, this Tribunal passes the following Award:

1. The order dated 08.05.2019 issued by First Party – Management imposing the punishment of compulsory retirement upon Shri Rishipal H. Deshwal is hereby set aside.

2. The Workman shall be reinstated in service.

3. The Workman shall be entitled to:
    - Continuity of service
    - Full back wages
    - Seniority
    - Pensionary benefits
    - All consequential and attendant benefits
4. The Management shall implement this Award within 60 days from the date of publication.
5. The reference is answered in favour of the Workman and against the Management.

Award accordingly.

Justice ARVIND KUMAR MISHRA, Presiding Officer

नई दिल्ली, 14 मई, 2026

का.आ. 939.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार बीसीसीएल के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में **केन्द्रीय सरकार औद्योगिक अधिकरण - सह - श्रम न्यायालय, धनबाद-II** के पंचाट (**संदर्भ संख्या** 18/2006) को प्रकाशित करती है,

[सं. एल–20012/164/2005-आईआर (सीएम-I)]

जयदीप यादव, उप निदेशक

New Delhi, the 14th May, 2026

S.O. 939.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award **(Ref. No. 18/2006*)*** of t**he Central Government Industrial Tribunal-cum-Labour Court, Dhanbad-II** as shown in the Annexure, in the industrial dispute between the Management of **BCCL.** and **their workmen.**

[No. L-20012/164/2005– IR (CM-I)]

JAIDEEP YADAV, Dy. Director

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL

NO.2, DHANBAD

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

Ref. Case No.-18/2006

Parties :

Employer in relation to the management of Amlo Project of

M/s. BCCL.

AND

Their Workman

Present : Shri Sachindra Kumar Pandey

Presiding Officer/Link Officer

Appearances:

For the Employers :-Shri D.K. Verma Ld. Advocate

For Workman :- None

State : Jharkhand Industry :- Coal

Dated: 13/03/2026

AWARD.

1. In the present case, a Reference was received from the appropriate Government vide letter no. L-20012/164/2005-(IR (CM-I)) dated 01/06/2006 under clause (d) of sub-section (1) and sub-section(2A) of section (10) of the I.D. Act. 1947 for adjudication of a dispute, terms of which are as under:-

SCHEDULE

"Whether the demand of the union for providing employment to Shri Suraj Deo Singh, son-in-law of Late Mohini Kamin, ex workman of M/s. CCL, from the management of Amlo Project of M/s. CCL under para 9.4.0 of NCWA-VI is legal and justified?, If so, to what relief is the said Suraj Deo Singh entitled?"

2. In the endorsement made in reference order, the appropriate Government directed the parties raising the dispute to file statement of claim, complete with relevant document, list of reliance and witness with this Tribunal within 15 days of receipt of the reference order and to forward a copy of such statement of claims to the opposite parties involved in the dispute.

3. On receipt of the above reference, notice was sent to the workmen as well as the management and accordingly statement of claim and WS was filed by the parties but the case record shows that the case record is running at the stage of recording evidence of the workman for the last 13 years and it further transpires that the workman is absent in this case since 31/10/2017 which makes it clear that the workman is not interested in this case and the registered notice sent to the workman was also delivered to the workman but even after that the workman is absent which makes it clear that the workman has lost his interest in this case.

4. In these circumstances, this Tribunal is left with no choice, except to pass a "No Dispute /claim" Award. Let this award be sent to the appropriate Government for publication as required u/s 17 of the Industrial Dispute Act, 1947.

SACHINDRA KUMAR PANDEY, Presiding Officer/Link Officer

नई दिल्ली, 14 मई, 2026

का.आ. 940.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार बीसीसीएल के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में **केन्द्रीय सरकार औद्योगिक अधिकरण –सह–श्रम न्यायालय, धनबाद-II** के पंचाट **(संदर्भ संख्या** 12/2005) को प्रकाशित करती है,

[सं. एल –20012/188/2004-आईआर (सीएम-I)]

जयदीप यादव, उप निदेशक

New Delhi, the 14th May, 2026

S.O. 940.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 12/2005*)* of the Central Government Industrial Tribunal-cum-Labour Court, Dhanbad-II as shown in the Annexure, in the industrial dispute between the Management of BCCL. and their workmen.

[No. L-20012/188/2004– IR (CM-I)]

JAIDEEP YADAV, Dy. Director

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL

NO.2, DHANBAD

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

Ref. Case No.- 12/2005

Parties :

Employer in relation to the management of Bhowra OCP

Colliery of M/s. BCCL.

AND

Their Workman

Present : Shri Sachindra Kumar Pandey

Presiding Officer/Link Officer

Appearances:

For the Employers :- Shri D.K. Verma Ld. Advocate

For Workman :- None

State : Jharkhand Industry :- Coal

Dated: 17/03/2026

AWARD.

1. In the present case, a Reference was received from the appropriate Government vide letter no. L-20012/188/2004-(IR (C-I)) dated 17/12/2004 under clause (d) of sub-section (1) and sub-section (2A) of section 10 of the I.D. Act. 1947 for adjudication of a dispute, terms of which are as under:-

SCHEDULE

"Whether the action of the management of Bhowra OCP Colliery of M/s. BCCL in dismissing the services of Sri Rama Shanker Verma, Sr. Loading Inspector w.e.f. 20/09/2000 is just, fair and legal? If not, to what relief is the concerned workman entitled?.

2. In the endorsement made in reference order, the appropriate Government directed the parties raising the dispute to file statement of claim, complete with relevant document, list of reliance and witness with this Tribunal within 15 days of receipt of the reference order and to forward a copy of such statement of claims to the opposite parties involved in the dispute.

3. On receipt of the above reference, notice was sent to the workmen as well as the management and accordingly statement of claim and WS was filed by the parties but the case record shows that the case record is running at the stage of recording evidence of the management since long and it further transpires that the workman is absent in this case since 07/09/2006 which makes it clear that the workman is not interested in this case and the registered notice sent to the workman was also delivered to the workman but even after that the workman is absent which makes it clear that the workman has lost his interest in this case.

4. In these circumstances, this Tribunal is left with no choice, except to pass a "No Dispute /claim" award. Let this award be sent to the appropriate Government for publication as required u/s 17 of the Industrial Dispute Act, 1947.

SACHINDRA KUMAR PANDEY, Presiding Officer/Link Officer

नई दिल्ली, 14 मई, 2026

का.आ. 941.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार बीसीसीएल के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में **केन्द्रीय सरकार औद्योगिक अधिकरण-सह-श्रम न्यायालय, धनबाद-II** के पंचाट **(संदर्भ संख्या** 19/2007) को प्रकाशित करती है,

[सं. एल -20012/62/2005-आईआर (सीएम-I)]

जयदीप यादव, उप निदेशक

New Delhi, the 14th May, 2026

S.O. 941.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award **(Ref. No. 19/2007*)*** of t**he Central Government Industrial Tribunal-cum-Labour Court, Dhanbad-II** as shown in the Annexure, in the industrial dispute between the Management of **BCCL.** and **their workmen.**

[No. L-20012/62/2005– IR (CM-I)]

JAIDEEP YADAV, Dy. Director

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL

NO.2, DHANBAD

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

Ref. Case No.- 19/2007

Parties :

Employer in relation to the management of P.B. Area

of M/s. BCCL .

AND

Their Workmen

Present : Shri Sachindra Kumar Pandey

Presiding Officer/Link Officer

Appearances:

For the Employers :-Shri D.K. Verma Ld. Advocate

For Workman :- Shri N.G. Arun, Ld. Advocate

State : Jharkhand Industry :- Coal

Dated: 17/03/2026

AWARD.

1. In the present case, a Reference was received from the appropriate Government vide letter no. L-20012/62/2005-(IR (C-I)) dated13/09/2005 under clause (d) of sub-section (1) and sub-section (2A) of section 10 of the I.D. Act. 1947 for adjudication of a dispute, terms of which are as under:-

SCHEDULE

"Whether the demand of the MMU from the management of BCCL, P.B. Area that Sh. Parmeshwar Paswan, Mining Sirdar be promoted from Grade 'C' to Grade 'B' w.e.f. 15/02/91 and from Grade 'B' to Tech. Grade 'A' w.e.f. 15/02/98 is justified?, If so, to what relief is the workmen entitled?"

2. In the endorsement made in reference order, the appropriate Government directed the parties raising the dispute to file statement of claim, complete with relevant document, list of reliance and witness with this Tribunal within 15 days of receipt of the reference order and to forward a copy of such statement of claims to the opposite parties involved in the dispute.

3. On receipt of the above reference, notice was sent to the workmen as well as the management and accordingly statement of claim and WS was filed by the parties and the case record shows that the case record is running at the stage of recording evidence of the workman .

4. Today the Ld. Union representative on behalf of the workman submitted that this dispute has already been settled so prayed to close the same.

5. In these circumstances, the prayer of the Union is hereby allowed and a "No Dispute /claim" award be passed. Let this award be sent to the appropriate Government for publication as required u/s 17 of the Industrial Dispute Act, 1947.

SACHINDRA KUMAR PANDEY, Presiding Officer/Link Officer

नई दिल्ली, 14 मई, 2026

का.आ. 942.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार बीसीसीएल के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में **केन्द्रीय सरकार औद्योगिक अधिकरण -सह-श्रम न्यायालय, धनबाद-II** के पंचाट **(संदर्भ संख्या** 41/2014) को प्रकाशित करती है,

[सं. एल –20012/44/2013-आईआर (सीएम-I)]

जयदीप यादव, उप निदेशक

New Delhi, the 14th May, 2026

S.O. 942.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award **(Ref. No. 41/2014*)*** of t**he Central Government Industrial Tribunal-cum-Labour Court, Dhanbad-II** as shown in the Annexure, in the industrial dispute between the Management of **BCCL.** and **their workmen.**

[No. L-20012/44/2013– IR (CM-I)]

JAIDEEP YADAV, Dy. Director

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL

NO.2, DHANBAD

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

Ref. Case No.- 41/2014

Parties :

Employer in relation to the management of P.B. Area of

M/s. BCCL.

AND

Their Workman

Present : Shri Sachindra Kumar Pandey

Presiding Officer/Link Officer

Appearances:

For the Employers :- Shri D.K. Verma Ld. Advocate

For Workman :- None

State : Jharkhand Industry :- Coal

Dated: 18/03/2026

AWARD.

1. In the present case, a Reference was received from the appropriate Government vide letter no. L-20012/44/2013-(IR (CM-I)) dated 31/07/2014 under clause (d) of sub-section (1) and sub-section (2A) of section 10 of the I.D. Act. 1947 for adjudication of a dispute, terms of which are as under:-

The Schedule

"Whether Sh. Munshi Nonia, dependent son of Late Janki Kamin (expired on 16/07/1995) is entitled for compassionate appointment by the Management of Damoda Colliery undr Barora Area of M/s. BCCL under the provision of NCWA, while the award was pronounced by the CGIT, No. 1 , Dhanbad with Ref. No . 156 of 1994 and Ref. No. 72 of 1995 on 01/08/1997 after the death of awardee and as per the final order passed by the Hon'ble High Court on 08/10/2010. If so, to what relief Sh. Munshi Nonia is entitled to and from which date".

2. In the endorsement made in reference order, the appropriate Government directed the parties raising the dispute to file statement of claim, complete with relevant document, list of reliance and witness with this Tribunal within 15 days of receipt of the reference order and to forward a copy of such statement of claims to the opposite parties involved in the dispute.

3. On receipt of the above reference, notice was sent to the workmen as well as the management and accordingly statement of claim and WS was filed by the parties and thereafter the case is running at the stage of filing rejoinder by the workman and documents by both the parties but it further transpires that since 16/09/2015, the workman absented himself and no step is being taken on his behalf which makes it clear that the workman/Union is not interested in this case.

4. In these circumstances, this Tribunal is left with no choice, except to pass a "No Dispute /claim" Award. Let this award be sent to the appropriate Government for publication as required u/s 17 of the Industrial Dispute Act, 1947.

SACHINDRA KUMAR PANDEY, Presiding Officer/Link Officer

नई दिल्ली, 14 मई, 2026

का.आ. 943.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार बीसीसीएल के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में **केन्द्रीय सरकार औद्यागिक अधिकरण-सह- श्रम न्यायालय, धनबाद-II** के पंचाट **(संदर्भ संख्या** 87/2005) को प्रकाशित करती है,

[सं. एल –20012/62/2005-आईआर (सीएम-I)]

जयदीप यादव, उप निदेशक

New Delhi, the 14th May, 2026

S.O. 943.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award **(Ref. No. 87/2005*)*** of t**he Central Government Industrial Tribunal-cum-Labour Court, Dhanbad-II** as shown in the Annexure, in the industrial dispute between the Management of **BCCL.** and **their workmen.**

[No. L-20012/62/2005– IR (CM-I)]

JAIDEEP YADAV, Dy. Director

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL

NO.2, DHANBAD

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

Ref. Case No.- 87/2005

Parties :

Employer in relation to the management ofP.B. Area

of M/s. BCCL .

AND

Their Workmen

Present : Shri Sachindra Kumar Pandey

Presiding Officer/Link Officer

Appearances:

For the Employers :- Shri D.K. Verma Ld. Advocate

For Workman :- None

State : Jharkhand Industry :- Coal

Dated: 17/03/2026

AWARD.

1. In the present case, a Reference was received from the appropriate Government vide letter no. L-20012/62/2005-(IR(C-I)) dated13/09/2005 under clause (d) of sub-section (1) and sub-section (2A) of section 10 of the I.D. Act. 1947 for adjudication of a dispute, terms of which are as under:-

SCHEDULE

"Whether the demand of the MMU from the management of BCCL, P.B. Area that Sh. Parmeshwar Paswan, Mining Sirdar be promoted from Grade 'C' to Grade 'B' w.e.f. 15/02/91 and from Grade 'B' to Tech. Grade 'A' w.e.f. 15/02/98 is justified?, If so, to what relief is the workmen entitled?"

2. In the endorsement made in reference order, the appropriate Government directed the parties raising the dispute to file statement of claim, complete with relevant document, list of reliance and witness with this Tribunal within 15 days of receipt of the reference order and to forward a copy of such statement of claims to the opposite parties involved in the dispute.

3. On receipt of the above reference, notice was sent to the workmen as well as the management and accordingly statement of claim and WS was filed by the parties and the case record shows that the case record is running at the stage of filing documents by the parties and in the meantime the workman died and the case record further shows that it is running at the stage of hearing on substitution petition and the Union as well as the son of the deceased are running absent for more than 10 years which shows that the Union has lost the interest in this case and the registered notice sent to the workman/Union was also returned back with endorsement "Refused".

4. In these circumstances, this Tribunal is left with no choice, except to pass a "No Dispute /claim" award. Let this award be sent to the appropriate Government for publication as required u/s 17 of the Industrial Dispute Act, 1947.

SACHINDRA KUMAR PANDEY, Presiding Officer/Link Officer

नई दिल्ली, 14 मई, 2026

का.आ. 944.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार बीसीसीएल के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में **केन्द्रीय सरकार औद्योगिक अधिकरण–सह–श्रम न्यायालय, धनबाद-II** के पंचाट **(संदर्भ संख्या** 02/2007) को प्रकाशित करती है,

[सं. एल –20012/82/2006-आईआर (सीएम-I)]

जयदीप यादव, उप निदेशक

New Delhi, the 14th May, 2026

S.O. 944.— In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award **(Ref. No. 02/2007***)* of t**he Central Government Industrial Tribunal-cum-Labour Court, Dhanbad-II** as shown in the Annexure, in the industrial dispute between the Management of **BCCL.** and **their workmen.**

[No. L-20012/82/2006– IR (CM-I)]

JAIDEEP YADAV, Dy. Director

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL

NO.2, DHANBAD

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

Ref. Case No.- 02/2007

Parties :

Employer in relation to the management of P.B. Area of

M/s. BCCL.

AND

Their Workman

Present : Shri Sachindra Kumar Pandey

Presiding Officer/Link Officer

Appearances:

For the Employers :- Shri D.K. Verma Ld. Advocate

For Workman :- None

State : Jharkhand Industry :- Coal

Dated: 18/03/2026

AWARD.

1. In the present case, a Reference was received from the appropriate Government vide letter no. L-20012/82/2006-(IR (CM-I)) dated 24/01/2007 under clause (d) of sub-section (1) and sub-section (2A) of section 10 of the I.D. Act. 1947 for adjudication of a dispute, terms of which are as under:-

SCHEDULE

"Whether the demand of the Union for regularization of Sh. Ram Narayan Sinha as Weigh Bridge Clerk instead of reverting back to the post of Oven Reliever, legal and justified?, If so, to what relief is the concerned workman entitled?"

2. In the endorsement made in reference order, the appropriate Government directed the parties raising the dispute to file statement of claim, complete with relevant document, list of reliance and witness with this Tribunal within 15 days of receipt of the reference order and to forward a copy of such statement of claims to the opposite parties involved in the dispute.

3. On receipt of the above reference, notice was sent to the workmen as well as the management and accordingly statement of claim and WS was filed by the parties and evidence was led. It further transpires that since 03/08/2015, the workman absented himself and no step is being taken on his behalf which makes it clear that the workman/Union not interested in this case and the registered notice sent to the workman/Union was also delivered to the workman/Union but even after that the workman/Union is absent which makes it clear that the workman/Union has lost his interest in this case.

4. In these circumstances, this Tribunal is left with no choice, except to pass a "No Dispute /claim" Award. Let this award be sent to the appropriate Government for publication as required u/s 17 of the Industrial Dispute Act, 1947.

SACHINDRA KUMAR PANDEY, Presiding Officer/Link Officer

नई दिल्ली, 14 मई, 2026

का.आ. 945.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार बीसीसीएल के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में **केन्द्रीय सरकार औद्योगिक अधिकरण-सह-श्रम न्यायालय, धनबाद-II** के पंचाट **(संदर्भ संख्या** 60/2001) को प्रकाशित करती है,

[सं. एल -20012/324/2000-आईआर (सीएम-I)]

जयदीप यादव, उप निदेशक

New Delhi, the 14th May, 2026

S.O. 945.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award **(Ref. No. 60/2001***)* of t**he Central Government Industrial Tribunal-cum-Labour Court, Dhanbad-II** as shown in the Annexure, in the industrial dispute between the Management of **BCCL.** and **their workmen.**

[No. L-20012/324/2000– IR (CM-I)]

JAIDEEP YADAV, Dy. Director

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL

NO.2 , DHANBAD

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

Ref. Case No.- 60/2001

Parties :

Employer in relation to the management of Kankanee Colliery of M/s. BCCL.

AND

Their Workman

Present : Shri Sachindra Kumar Pandey

Presiding Officer/Link Officer

Appearances:

For the Employers :- Shri D.K. Verma Ld. Advocate

For Workman :- None

State : Jharkhand Industry :- Coal

Dated: 11/03/2026

AWARD

1. In the present case, a Reference was received from the appropriate Government vide letter no. L-20012/324/2000-(C-I)) dated 19/02/2001 under clause (d) of sub-section (1) and sub-section(2A) of section 10 of the I.D. Act. 1947 for adjudication of a dispute, terms of which are as under:-

SCHEDULE

"Whether the action of the management of BCCL, Kankanee Colliery in not sending shri Jago Baid underground Trammer of Kankanee Colliery for Medical Examination to adjudge his fitness for continued employment prior to his retirement on 16.4.98 is just and proper? If not, to what benefits is the said workman entitled?"

2. In the endorsement made in reference order, the appropriate Government directed the parties raising the dispute to file statement of claim, complete with relevant document, list of reliance and witness with this Tribunal within 15 days of receipt of the reference order and to forward a copy of such statement of claims to the opposite parties involved in the dispute.

3. On receipt of the above reference, notice was sent to the workmen as well as the management and accordingly statement of claim and WS was filed by the parties and the case record shows that evidence of the workman was also recorded and in the meantime the case record started running for hearing on substitution petition but on 06/03/2025 the General Secretary Jharkhand Janta Mazdoor Union filed a petition that the concerned workman is not interested to contest this reference case and so prayed to pass order closing the reference case. Accordingly his prayer his allowed today and case is dismissed on the ground of not taking any interest by the workman in this case .

4. Let a "No Dispute /claim" Award be passed and let this award be sent to the appropriate Government for publication as required u/s 17 of the Industrial Dispute Act, 1947.

SACHINDRA KUMAR PANDEY, Presiding Officer/Link Officer

नई दिल्ली, 14 मई, 2026

का.आ. 946.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार बीसीसीएल के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में **केन्द्रीय सरकार औद्योगिक अधिकरण-सह-श्रम न्यायालय, धनबाद-II** के पंचाट **(संदर्भ संख्या** 298/1999) को प्रकाशित करती है,

[सं. एल -20012/107/1998-आईआर (सीएम-I)]

जयदीप यादव, उप निदेशक

New Delhi, the 14th May, 2026

S.O. 946.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award **(Ref. No. 298/1999)** of t**he Central Government Industrial Tribunal-cum-Labour Court, Dhanbad-II** as shown in the Annexure, in the industrial dispute between the Management of **BCCL.** and **their workmen.**

[No. L-20012/107/1998– IR (CM-I)]

JAIDEEP YADAV, Dy. Director

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL

NO.2 , DHANBAD

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

Ref. Case No.- 298/1999

Parties : Employer in relation to the management of Industry Colliery of M/s.

BCCL, Dhanbad.

AND

Their Workmen

Present : Shri Sachindra Kumar Pandey

Presiding Officer/Link Officer

Appearances:

For the Employers :- Shri S.N.Ghosh Ld. Advocate

For Workman :- None

State : Jharkhand Industry :- Coal

Dated 09/03/2026

AWARD.

1. In the present case, a Reference was received from the appropriate Government vide letter no. L-20012/107/98- IR(C-I) dated 06/10/1999 under clause (d) of sub-section (1) and sub-section(2A) of section 10 of the I.D. Act. 1947 for adjudication of a dispute, terms of which are as under:-

SCHEDULE

"Whether the action of the Management of Industry Colliery of M/s. BCCL in refusing to refer Sh. Babulal Rana, Sr. M. Sirdar to Apex Medical Board to assess the extent of injury sustained by him during the accident while he was on duty is just and legal? If not, to what relief the workman is entitled and from which date?"

2. In the endorsement made in reference order, the appropriate Government directed the parties raising the dispute to file statement of claim, complete with relevant document, list of reliance and witness which this Tribunal within 15 days of receipt of the reference order and to forward a copy of such statement of claims to the opposite parties involved in the dispute .

3. On receipt of the above reference, notice was sent to the workman as well as the management and accordingly statement of claim and WS and rejoinder was filed by the parties and but the case record shows that no evidence was led by the parties and the workman is not appearing before this Tribunal since long and the registered notice was also issued the workman for his appearance but the notice was returned with endorsement dated 10/12/2021 "the addressee has died hence wapas" and none appeared on his side to take steps which makes it clear that there is no use to continue with this case.

4. In these circumstances, this Tribunal is left with no choice, except to pass a "No Dispute /claim " Award . Let this award be sent to the appropriate Government for publication as required u/s 17 of the Industrial Dispute Act, 1947.

SACHINDRA KUMAR PANDEY, Presiding Officer/Link Officer

नई दिल्ली, 14 मई, 2026

का.आ. 947.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार सीसीएल के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में **केन्द्रीय सरकार औद्योगिक अधिकरण - सह - श्रम न्यायालय, धनबाद-II** के पंचाट **(संदर्भ संख्या** 79/2005) को प्रकाशित करती है,

[सं. एल –20012/26/2005-आईआर (सीएम-I)]

जयदीप यादव, उप निदेशक

New Delhi, the 14th May, 2026

S.O. 947.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award **(Ref. No. 79/2005*)*** of t**he Central Government Industrial Tribunal-cum-Labour Court, Dhanbad-II** as shown in the Annexure, in the industrial dispute between the Management of **CCL.** and **their workmen.**

[No. L-20012/26/2005– IR (CM-I)]

JAIDEEP YADAV, Dy. Director

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL

NO.2 , DHANBAD

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

Ref. Case No.- 79/2005

Misc. Application No.- 01/2013

Parties :

Employer in relation to the management of Hazaribag Area of M/s. CCL .

AND

Their Workmen

Present : Shri Sachindra Kumar Pandey

Presiding Officer/Link Officer

Appearances:

For the Employers :- Shri D.K. Verma Ld. Advocate

For Workman :- None

State : Jharkhand Industry :- Coal

Dated 09 March,2026

AWARD.

1. In the present case, a Reference was received from the appropriate Government vide letter no. L-20012/26/2005- IR(C-I) dated 26/07/2005 under clause (d) of sub-section (1) and sub-section(2A) of section (10) of the I.D. Act. 1947 for adjudication of a dispute, terms of which are as under:-

SCHEDULE

"Whether the action of the Management of Hazaribag Area of M/s. CCL regarding reduction of paid holidays from 18 to 08 i.r.o. Md. Imanuddin and 42 other(as per the list) workmen of the establishment of Area Finance Manager, Charhi, Hazaribagis legal and justified? If not, to what relief are the concerned workmen entitled?"

2. In the endorsement made in reference order, the appropriate Government directed the parties raising the dispute to file statement of claim, complete with relevant document, list of reliance and witness with this Tribunal within 15 days of receipt of the reference order and to forward a copy of such statement of claims to the opposite parties involved in the dispute.

3. On perusal of the case record it transpires that due to the workmen not pursuing this case, this Tribunal closed this case and passed Award vide order dated 05/09/2012 and it further transpires that the Central Government published the Award and there after the workmen filed the present Misc. Application No. 01/2013 to set aside the Award that was also allowed by this Tribunal vide order dated 21/06/2013 and the reference case no. 79/2005 was again restored to its original number but there after the workmen again disappeared and did not lead any evidence for the last about 13 years which further makes it clear that the workmen/Union are not at all interested in this case.

4. In these circumstances, this Tribunal is left with no choice, except to pass a "No Dispute /claim" Award . Let this award be sent to the appropriate Government for publication as required u/s 17 of the Industrial Dispute Act, 1947.

SACHINDRA KUMAR PANDEY, Presiding Officer/Link Officer

नई दिल्ली, 14 मई, 2026

का.आ. 948.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार बीसीसीएल के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में **केन्द्रीय सरकार औद्योगिक अधिकरण –सह –श्रम न्यायालय, धनबाद-II** के पंचाट **(संदर्भ संख्या** 16/2013) को प्रकाशित करती है,

[सं. एल –20012/97/2012-आईआर (सीएम-I)]

जयदीप यादव, उप निदेशक

New Delhi, the 14th May, 2026

S.O. 948.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award **(Ref. No. 16/2013***)* of t**he Central Government Industrial Tribunal-cum-Labour Court, Dhanbad-II** as shown in the Annexure, in the industrial dispute between the Management of **BCCL.** and **their workmen.**

[No. L-20012/97/2012– IR (CM-I)]

JAIDEEP YADAV, Dy. Director

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL

NO.2 , DHANBAD

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

Ref. Case No.- 16/2013

Parties :

Employer in relation to the management of P.B. Area of M/s. BCCL.

AND

Their Workman

Present : Shri Sachindra Kumar Pandey

Presiding Officer/Link Officer

Appearances:

For the Employers :- Shri D.K. Verma Ld. Advocate

For Workman :- None

State : Jharkhand Industry :- Coal

Dated 09 March, 2026

AWARD.

1. In the present case, a Reference was received from the appropriate Government vide letter no. L-20012/97/2012- IR (CM-I) dated 08/01/2013 under clause (d) of sub-section (1) and sub-section(2A) of section 10 of the I.D. Act. 1947 for adjudication of a dispute, terms of which areas under:-

SCHEDULE

"Whether the action of the management of P.B. Area of M/s. BCCL in not regularizing Sri Madhusudan Singh as Amin is legal and justified? To what relief is the concerned workman entitled?"

2. In the endorsement made in reference order, the appropriate Government directed the parties raising the dispute to file statement of claim, complete with relevant document, list of reliance and witness with this Tribunal within 15 days of receipt of the reference order and to forward a copy of such statement of claims to the opposite parties involved in the dispute.

3. On receipt of the above reference, notice was sent to the workmen as well as the management and accordingly statement of claim and WS and rejoinder was filed by the parties but the case record shows that no evidence was led from the side of either party and the case record is running at the stage of evidence by the parties since long and it

makes it clear that the workman is not interested in this case and the registered notice sent to the workman/Union was received back on 11/02/2026 with endorsement " No office in this name ".

4. In these circumstances, this Tribunal is left with no choice, except to pass a "No Dispute /claim" Award. Let this award be sent to the appropriate Government for publication as required u/s 17 of the Industrial Dispute Act, 1947.

SACHINDRA KUMAR PANDEY, Presiding Officer/Link Officer

नई दिल्ली, 14 मई, 2026

का.आ. 949.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार बीसीसीएल के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में **केन्द्रीय सरकार औद्योगिक अधिकरण-सह-श्रम न्यायालय, धनबाद-II** के पंचाट **(संदर्भ संख्या** 62/2004) को प्रकाशित करती है,

[सं. एल –20012/79/2002-आईआर (सीएम-I)]

जयदीप यादव, उप निदेशक

New Delhi, the 14th May, 2026

S.O. 949.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award **(Ref. No. 62/2004*)*** of t**he Central Government Industrial Tribunal-cum-Labour Court, Dhanbad-II** as shown in the Annexure, in the industrial dispute between the Management of **BCCL.** and **their workmen.**

[No. L-20012/79/2002– IR (CM-I)]

JAIDEEP YADAV, Dy. Director

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO.2, DHANBAD

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

Reference Case No. 62/2004

Parties:

Employer in relation to the management of Damoda Colliery under Barora Area No. 1 of M/s. BCCL.

AND

Their Workman

Present: ShriSachindra Kumar Pandey

Presiding Officer/Link Officer

Appearances:

For the Employers : None

For the Workman : None

State : Jharkhand Industry : Coal

Dated : 09th March,2026

AWARD.

1. In the present case, a Reference was received from the appropriate Government vide letter no. L-20012/79/2002-IR(C-I)) dated 28.05/07.06.2004 under clause (d) of sub-section (1) and sub-section(2A) of section 10 of the I.D. Act. 1947 for adjudication of a dispute, terms of which are as under:-

SCHEDULE

"Whether the action of the Management of Barora Area No. 1 of M/s. BCCL in not extending benefit of Voluntary Retirement Scheme dated 12.4.95 to Smt. SarlaKamin, Wagon Loader is congruous with order dated 8.2.99 passed in C.W.J.C. No. 1838/40/97(R) by the Hon'ble High Court, Patna? If not, what direction in this respect is required?"

"Whether the above workman is entitled for appointment of her dependent under the aforesaid Scheme? If so, what direction in this respect is required?"

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

3. On receipt of the above reference, notice was sent to the workman as well as the management and accordingly statement of claim and WS and rejoinder was filed by the parties but the case record shows that no evidence was adduced from either side the workman is not appearing before this Tribunal since long and the registered notice was also issued to the workman for his appearance but the notice was returned with endorsement "Addressee Left" which makes it clear that the workman is not interested in adjudication of this reference case.

4. In these circumstances, this Tribunal is left with no choice , except to pass a "No Dispute /claim" award . Let this award be sent to the appropriate Government for publication as required u/s 17 of the Industrial Dispute Act,1947.

SACHINDRA KUMAR PANDEY, Presiding Officer/Link Officer

नई दिल्ली, 14 मई, 2026

का.आ. 950.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार बीसीसीएल के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में **केन्द्रीय सरकार औद्योगिक अधिकरण–सह–श्रम न्यायालय, धनबाद-II** के पंचाट **(संदर्भ संख्या 06/2022)** को प्रकाशित करती है,

[सं. एल –20012/16/2021-आईआर (सीएम-I)]

जयदीप यादव, उप निदेशक

New Delhi, the 14th May, 2026

S.O. 950.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award **(Ref. No. 06/2022***)* of t**he Central Government Industrial Tribunal-cum-Labour Court, Dhanbad-II** as shown in the Annexure, in the industrial dispute between the Management of **BCCL.** and **their workmen.**

[No. L-20012/16/2021– IR (CM-I)]

JAIDEEP YADAV, Dy. Director

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL

NO.2, DHANBAD

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

Ref. Case No.- 06/2022

Parties :

Employer in relation to the management of Bhowra (South) Colliery, Eastern Jharia Area of M/s. BCCL, Dhanbad.

AND

Their Workman

Present : Shri Sachindra Kumar Pandey

Presiding Officer/Link Officer

Appearances:

For the Employers :- None

For Workman :- None

State : Jharkhand Industry :- Coal

Dated 09 March, 2026

AWARD.

1. In the present case, a Reference was received from the appropriate Government vide letter no. L-20012/16/2021 (IR (CM-I)) dated 05/01/2022 under clause (d) of sub-section (1) and sub-section(2A) of section 10 of the I.D. Act. 1947 for adjudication of a dispute, terms of which are as under:-

SCHEDULE

"Whether the action of the Management of M/s. BCCL in dismissing Sh. Ram Bouri Ex-MCL,Pers. No. 02956928 of Bhowra (South) Colliery Eastern Jharia Area of M/s. BCCL is fair, justified and legal? If not, to what relief Shri Ram Bouri is entitled to?"

2. In the endorsement made in reference order, the appropriate Government directed the parties raising the dispute to file statement of claim, complete with relevant document, list of reliance and witness which this Tribunal within 15 days of receipt of the reference order and to forward a copy of such statement of claims to the opposite parties involved in the dispute.

3. On receipt of the above reference, notice was sent to the workman as well as the management and accordingly statement of claim was filed by the workman but the case record shows that neither the management appeared nor any WS was filed on its behalf and no evidence was led by the parties and the workman is not appearing before this Tribunal since long and the registered notice was also issued the workman for his appearance but even after service of notice on the union, no step was taken on his behalf and workman/Union is not taking interest in this case since long which makes it clear that he has lost his interest in this case.

4. In these circumstances, this Tribunal is left with no choice, except to pass a "No Dispute /claim" Award. Let this award be sent to the appropriate Government for publication as required u/s 17 of the Industrial Dispute Act, 1947.

SACHINDRA KUMAR PANDEY, Presiding Officer/Link Officer

नई दिल्ली, 14 मई, 2026

का.आ. 951.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार बीसीसीएल के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में **केन्द्रीय सरकार औद्योगिक अधिकरण –सह–श्रम न्यायालय, धनबाद-II** के पंचाट **(संदर्भ संख्या** 81/2012) को प्रकाशित करती है,

[सं. एल –20012/46/2011-आईआर (सीएम-I)]

जयदीप यादव, उप निदेशक

New Delhi, the 14th May, 2026

S.O. 951.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award **(Ref. No. 81/2012*)*** of t**he Central Government Industrial Tribunal-cum-Labour Court, Dhanbad-II** as shown in the Annexure, in the industrial dispute between the Management of **BCCL.** and **their workmen.**

[No. L-20012/46/2011– IR (CM-I)]

JAIDEEP YADAV, Dy. Director

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL

NO.2 , DHANBAD

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

Ref. Case No.- 81/2012

Parties :

Employer in relation to the management of Dhansar Colliery

of M/s. BCCL .

AND

Their Workman

Present : Shri Sachindra Kumar Pandey

Presiding Officer/Link Officer

Appearances:

For the Employers :- Shri D.K. Verma Ld. Advocate

For Workman :- None

State : Jharkhand Industry :- Coal

Dated 09 March,2026

AWARD.

1. In the present case, a Reference was received from the appropriate Government vide letter no. L-20012/46/2011- (IR(CM-I) dated 12/09/2012 under clause (d) of sub-section (1) and sub-section(2A) of section 10 of the I.D. Act. 1947 for adjudication of a dispute, terms of which are as under:-

SCHEDULE

"Whether the action of the management of Dhansar Colliery of M/s. BCCL in not paying the proper wages in respect of M/Loaders while converting from P.R. M/Loader to T.R.M./Loader is fair and justified? To what relief are the workman concerned entitled?"

2. In the endorsement made in reference order, the appropriate Government directed the parties raising the dispute to file statement of claim, complete with relevant document, list of reliance and witness with this Tribunal within 15 days of receipt of the reference order and to forward a copy of such statement of claims to the opposite parties involved in the dispute.

3. On receipt of the above reference, notice was sent to the workmen as well as the management and accordingly statement of claim was filed by the workman but the management failed to file WS of the same and the case record shows that for the last 12 years the case record is running for filing WS / rejoinder by the management and at the same time the workman is absent since long which makes it clear that the workman is not interested in this case and the registered notice sent to the workman/Union was received back on 16/02/2026 with endorsement "Unclaimed ".

4. In these circumstances, this Tribunal is left with no choice, except to pass a "No Dispute /claim" Award. Let this award be sent to the appropriate Government for publication as required u/s 17 of the Industrial Dispute Act,1947.

SACHINDRA KUMAR PANDEY, Presiding Officer/Link Officer

नई दिल्ली, 14 मई, 2026

का.आ. 952.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार बीसीसीएल के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में **केन्द्रीय सरकार औद्योगिक अधिकरण-सह-श्रम न्यायालय, धनबाद-II** के पंचाट **(संदर्भ संख्या** 243/2001) को प्रकाशित करती है,

[सं. एल -20012/256/2001-आईआर (सीएम-I)]

जयदीप यादव, उप निदेशक

New Delhi, the 14th May, 2026

S.O. 952.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award **(Ref. No. 243/2001*)*** of t**he Central Government Industrial Tribunal-cum-Labour Court, Dhanbad-II** as shown in the Annexure, in the industrial dispute between the Management of **BCCL.** and **their workmen.**

[No. L-20012/256/2001– IR (CM-I)]

JAIDEEP YADAV, Dy. Director

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL

NO.2 , DHANBAD

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

Ref. Case No.- 243/2001

Parties :

Employer in relation to the management of Mudidih Colliery of M/s.

BCCL, Dhanbad .

AND

Their Workman

Present : Shri Sachindra Kumar Pandey

Presiding Officer/Link Officer

Appearances:

For the Employers :- Shri S.N.Ghosh Ld. Advocate

For Workman :- None

State : Jharkhand Industry :- Coal

Dated 09 March, 2026

AWARD.

1. In the present case, a Reference was received from the appropriate Government vide letter no. L-20012/256/2001- IR(C-I) dated 13/09/2001 under clause (d) of sub-section (1) and sub-section(2A) of section 10 of the I.D. Act. 1947 for adjudication of a dispute, terms of which are as under:-

SCHEDULE

"Whether the action of the Management of Mudidih Colliery of M/s. BCCL in dismissing Md. Parwaj Alam, Ex- Miner/Loader w.e.f. 9.3.96 is justified ? If not, to what relief is the workman entitled ?"

2. In the endorsement made in reference order, the appropriate Government directed the parties raising the dispute to file statement of claim, complete with relevant document, list of reliance and witness which this Tribunal within 15 days of receipt of the reference order and to forward a copy of such statement of claims to the opposite parties involved in the dispute .

3. On receipt of the above reference, notice was sent to the workman as well as the management and accordingly statement of claim and WS and rejoinder was filed by the parties and the case record shows that evidence was led by the management but the workman failed to lead any evidence in this case and it appears that he is not appearing before this Tribunal since long and the registered notice was also issued to the workman/Union for his appearance but the notice was returned with endorsement dated 18/02/2026 " No such person in this Colliery " and none appeared from his side to take steps which makes it clear that he has lost his interest in this case .

4. In these circumstances, this Tribunal is left with no choice, except to pass a "No Dispute /claim" Award . Let this award be sent to the appropriate Government for publication as required u/s 17 of the Industrial Dispute Act,1947.

SACHINDRA KUMAR PANDEY, Presiding Officer/Link Officer

नई दिल्ली, 14 मई, 2026

का.आ. 953.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार बीसीसीएल के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में **केन्द्रीय सरकार औद्योगिक अधिकरण-सह-श्रम न्यायालय, धनबाद-II** के पंचाट **(संदर्भ संख्या 09/2002)** को प्रकाशित करती है,

[सं. एल -20012/510/2001-आईआर (सीएम-I)]

जयदीप यादव, उप निदेशक

New Delhi, the 14th May, 2026

S.O. 953.— In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award **(Ref. No. 09/2002)** of t**he Central Government Industrial Tribunal-cum-Labour Court, Dhanbad-II** as shown in the Annexure, in the industrial dispute between the Management of **BCCL.** and **their workmen.**

[No. L-20012/510/2001– IR (CM-I)]

JAIDEEP YADAV, Dy. Director

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO.2 , DHANBAD

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

Ref. Case No.- 09/2002

Parties :

Employer in relation to the management of Kustore Area of M/s. BCCL .

AND

Their Workman

Present : Shri Sachindra Kumar Pandey

Presiding Officer/Link Officer

Appearances:

For the Employers :- None

For Workman :- None

State : Jharkhand Industry :- Coal

Dated 09 March, 2026

AWARD.

1. In the present case, a Reference was received from the appropriate Government vide letter no. L-20012/510/2001- IR(C-I) dated 20/02/2002 under clause (d) of sub-section (1) and sub-section(2A) of section 10 of the I.D. Act. 1947 for adjudication of a dispute, terms of which are as under:-

SCHEDULE

"क्या मैसर्स भा. को. को. लि. के प्रबंधक द्वारा कर्मकार श्री बंशी रविदास, माईनर लोडर, कर्मी संख्या 02864100, भालगोडा परियोजना की दिनांक 11.02.99 से सेवा से बर्खास्तगी न्याय की दृश्टि से सही है? यदि नहीं ,तो कर्मकार किन लोभों को पाने का हकदार है?"

2. In the endorsement made in reference order, the appropriate Government directed the parties raising the dispute to file statement of claim, complete with relevant document, list of reliance and witness with this Tribunal within 15 days of receipt of the reference order and to forward a copy of such statement of claims to the opposite parties involved in the dispute.

3. On receipt of the above reference, notice was sent to the workmen as well as the management and accordingly statement of claim and WS and rejoinder was filed by the parties but the case record shows that no evidence was led from the side of either party and the case record is running at the stage of evidence by the parties since long and it makes it clear that the workman is not interested in this case and the registered notice sent to the workman was received back on 03/06/2019 as well as 20/02/2026 with endorsement " adhura pata".

4. In these circumstances, this Tribunal is left with no choice, except to pass a "No Dispute /claim" Award . Let this award be sent to the appropriate Government for publication as required u/s 17 of the Industrial Dispute Act,1947.

SACHINDRA KUMAR PANDEY, Presiding Officer/Link Officer

नई दिल्ली, 14 मई, 2026

का.आ. 954.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार बीसीसीएल के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में **केन्द्रीय सरकार औद्योगिक अधिकरण–सह–श्रम न्यायालय, धनबाद-II** के पंचाट **(संदर्भ संख्या** 10/2013) को प्रकाशित करती है,

[सं. एल –20012/95/2012-आईआर (सीएम-I)]

जयदीप यादव, उप निदेशक

New Delhi, the 14th May, 2026

S.O. 954.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award **(Ref. No. 10/2013***)* of t**he Central Government Industrial Tribunal-cum-Labour Court, Dhanbad-II** as shown in the Annexure, in the industrial dispute between the Management of **BCCL.** and **their workmen.**

[No. L-20012/95/2012– IR (CM-I)]

JAIDEEP YADAV, Dy. Director

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL

NO.2 , DHANBAD

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

Ref. Case No.- 10/2013

Parties :

Employer in relation to the management of M/s. BCCL.

AND

Their Workman

Present : Shri Sachindra Kumar Pandey

Presiding Officer/Link Officer

Appearances:

For the Employers :-Shri D.K. Verma Ld. Advocate

For Workman :- None

State : Jharkhand Industry :- Coal

Dated: 11/03/2026

AWARD

1. In the present case, a Reference was received from the appropriate Government vide letter no. L-20012/95/2012-(IR(CM-I)) dated 07/01/2013 under clause (d) of sub-section (1) and sub-section(2A) of section 10 of the I.D. Act. 1947 for adjudication of a dispute, terms of which are as under:-

SCHEDULE

"Whether the action of the management of BCCL, in dismissing Sri Y. Pathak, Ex- Senior Vigilance Inspector from the services of the company from 19.9.2006 is fair and justified?, To what relief is the concerned workman entitled?"

2. In the endorsement made in reference order, the appropriate Government directed the parties raising the dispute to file statement of claim, complete with relevant document, list of reliance and witness with this Tribunal within 15 days of receipt of the reference order and to forward a copy of such statement of claims to the opposite parties involved in the dispute.

3. On receipt of the above reference, notice was sent to the workmen as well as the management and accordingly statement of claim and WS was filed by the parties but the case record shows that the case record is running at the stage of filing documents by both the parties out of which the management filed document on 01/08/2019 but no document was filed by the workman so far rather the workman/Union is absent in this case since 31/08/2016 which makes it clear that the workman is not interested in this case and the registered notice sent to the workman/Union was also delivered to the Union but even after that the workman/Union is absent which makes it clear that the workman/Union has lost his interest in this case.

4. In these circumstances, this Tribunal is left with no choice, except to pass a "No Dispute /claim" Award. Let this award be sent to the appropriate Government for publication as required u/s 17 of the Industrial Dispute Act, 1947.

SACHINDRA KUMAR PANDEY, Presiding Officer/Link Officer

नई दिल्ली, 14 मई, 2026

का.आ. 955.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार बीसीसीएल के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में **केन्द्रीय सरकार औद्योगिक अधिकरण–सह–श्रम न्यायालय, धनबाद-II** के पंचाट **(संदर्भ संख्या** 07/2013) को प्रकाशित करती है,

[सं. एल –20012/92/2012-आईआर (सीएम-I)]

जयदीप यादव, उप निदेशक

New Delhi, the 14th May, 2026

S.O. 955.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award **(Ref. No. 07/2013***)* of t**he Central Government Industrial Tribunal-cum-Labour Court, Dhanbad-II** as shown in the Annexure, in the industrial dispute between the Management of **BCCL.** and **their workmen.**

[No. L-20012/92/2012– IR (CM-I)]

JAIDEEP YADAV, Dy. Director

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL

NO.2 , DHANBAD

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

Ref. Case No.- 07/2013

Parties :

Employer in relation to the management of

Gopalichak Colliery under P.B.

Area of M/s. BCCL.

AND

Their Workman

Present : Shri Sachindra Kumar Pandey

Presiding Officer/Link Officer

Appearances:

For the Employers :- None

For Workman :- None

State : Jharkhand Industry :- Coal

Dated: 11/03/2026

AWARD.

1. In the present case, a Reference was received from the appropriate Government vide letter no. L-20012/92/2012-(IR (CM-I)) dated 07/01/2013 under clause (d) of sub-section (1) and sub-section (2A) of section 10 of the I.D. Act. 1947 for adjudication of a dispute, terms of which are as under:-

SCHEDULE

"Whether the action of the management of Gopalichak Colliery under P.B. Area of M/s. BCCL, in not reinstating Sri Subhash Chowda in service as per circular NO.BCCL:IR:08" 5341-48 dated 21/29.11.2008 is legal and justified?, To what relief is the concerned workman entitled?"

2. In the endorsement made in reference order, the appropriate Government directed the parties raising the dispute to file statement of claim, complete with relevant document, list of reliance and witness with this Tribunal within 15 days of receipt of the reference order and to forward a copy of such statement of claims to the opposite parties involved in the dispute.

3. On receipt of the above reference, notice was sent to the workmen as well as the management and accordingly statement of claim and WS was filed by the parties but the case record shows that the case record is running at the stage of filing rejoinder by the workman and document by the management since 03/02/2015. It further transpires that the representative of the workman has been present in this case on and off and since 07/12/2017, the representative of the workman never appeared before this Tribunal which makes it clear that the workman/Union is not interested in this case and the registered notice sent to the workman/Union was also returned back with endorsement "Insufficient Address" whereas the address of the representative of the workman is just the same as has been mentioned in the reference order.

4. In these circumstances, this Tribunal is left with no choice, except to pass a "No Dispute /claim" award. Let this award be sent to the appropriate Government for publication as required u/s 17 of the Industrial Dispute Act, 1947.

SACHINDRA KUMAR PANDEY, Presiding Officer/Link Officer

नई दिल्ली, 14 मई, 2026

का.आ. 956.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार बीसीसीएल के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में **केन्द्रीय सरकार औद्योगिक अधिकरण--सह -श्रम न्यायालय, धनबाद-II** के पंचाट **(संदर्भ संख्या** 09/2013) को प्रकाशित करती है,

[सं. एल –20012/88/2012-आईआर (सीएम-I)]

जयदीप यादव, उप निदेशक

New Delhi, the 14th May, 2026

S.O. 956.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award **(Ref. No. 09/2013*)*** of t**he Central Government Industrial Tribunal-cum-Labour Court, Dhanbad-II** as shown in the Annexure, in the industrial dispute between the Management of **BCCL.** and **their workmen.**

[No. L-20012/88/2012– IR (CM-I)]

JAIDEEP YADAV, Dy. Director

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL

NO.2 , DHANBAD

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

Ref. Case No.-09/2013

Parties :

Employer in relation to the management of Kustore Area

of M/s. BCCL.

AND

Their Workman

Present : Shri Sachindra Kumar Pandey

Presiding Officer/Link Officer

Appearances:

For the Employers :-Shri D.K. Verma Ld. Advocate

For Workman :- None

State : Jharkhand Industry :- Coal

Dated: 11/03/2026

AWARD.

1. In the present case, a Reference was received from the appropriate Government vide letter no. L-20012/88/2012- (IR(CM-I)) dated 07/01/2013 under clause (d) of sub-section (1) and sub-section(2A) of section 10 of the I.D. Act. 1947 for adjudication of a dispute, terms of which are as under:-

SCHEDULE

"Whether the action of the management of Kustore Area of BCCL, in supersession of promotion and non-grant of SLU in respect of Sri S. Kudchhud is legal and justified?, To what relief is the concerned workman entitled?"

2. In the endorsement made in reference order, the appropriate Government directed the parties raising the dispute to file statement of claim, complete with relevant document, list of reliance and witness with this Tribunal within 15 days of receipt of the reference order and to forward a copy of such statement of claims to the opposite parties involved in the dispute.

3. On receipt of the above reference, notice was sent to the workmen as well as the management and accordingly statement of claim and WS was filed by the parties but the case record shows that the case record is running at the stage of recording evidence of the workman but no evidence was adduced by the workman for the last 10 years rather the workman/Union is absent in this case since 23/07/2015 which makes it clear that the workman/Union is not interested in this case and the registered notice sent to the workman/Union was also returned back with endorsement "Left".

4. In these circumstances, this Tribunal is left with no choice, except to pass a "No Dispute /claim" Award. Let this award be sent to the appropriate Government for publication as required u/s 17 of the Industrial Dispute Act, 1947.

SACHINDRA KUMAR PANDEY, Presiding Officer/Link Officer

नई दिल्ली, 14 मई, 2026

का.आ. 957.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार बीसीसीएल के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में **केन्द्रीय सरकार औद्योगिक अधिकरण–सह–श्रम न्यायालय, धनबाद-II** के पंचाट **(संदर्भ संख्या** 56/2012) को प्रकाशित करती है,

[सं. एल –20012/15/2012-आईआर (सीएम-I)]

जयदीप यादव, उप निदेशक

New Delhi, the 14th May, 2026

S.O. 957.— In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award **(Ref. No. 56/2012*)*** of t**he Central Government Industrial Tribunal-cum-Labour Court, Dhanbad-II** as shown in the Annexure, in the industrial dispute between the Management of **BCCL.** and **their workmen.**

[No. L-20012/15/2012– IR (CM-I)]

JAIDEEP YADAV, Dy. Director

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO.2 , DHANBAD

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

Ref. Case No.- 56/2012

Parties :

Employer in relation to the management of Balihari Colliery under P.B.

Area of M/s. BCCL .

AND

Their Workman

Present : Shri Sachindra Kumar Pandey

Presiding Officer/Link Officer

Appearances:

For the Employers :- Shri D.K. Verma Ld. Advocate

For Workman :- None

State : Jharkhand Industry :- Coal

Dated: 10/03/2026

AWARD

1. In the present case, a Reference was received from the appropriate Government vide letter no. L-20012/15/2012 – IR (CM-I) dated 21/08/2012 under clause (d) of sub-section (1) and sub-section(2A) of section (10) of the I.D. Act. 1947 for adjudication of a dispute, terms of which are as under:-

SCHEDULE

"Whether the action of the management of Balihari Colliery under P.B. Area of M/s. BCCL in dismissing Sri Ram Das Ravidas, SDL Operator from the service of the company from 20.4.1996 is fair and justified? To what relief is the workman concerned entitled?"

2. In the endorsement made in reference order, the appropriate Government directed the parties raising the dispute to file statement of claim, complete with relevant document, list of reliance and witness with this Tribunal within 15 days of receipt of the reference order and to forward a copy of such statement of claims to the opposite parties involved in the dispute.

3. On receipt of the above reference, notice was sent to the workman as well as the management and accordingly statement of claim and WS was filed by the parties and the case record is running at the stage of filing rejoinder by the workman and document by both sides but the case record shows that the workman is absent since 03.07.2015 and no step is being taken on his behalf which makes it clear that the workman is not interested in this case and the registered notice sent to the workman/Union was also delivered on 13.02.2026 but even after that the workman/Union did not turn up.

4. In these circumstances, this Tribunal is left with no choice, except to pass a "No Dispute /claim" Award. Let this award be sent to the appropriate Government for publication as required u/s 17 of the Industrial Dispute Act, 1947.

SACHINDRA KUMAR PANDEY, Presiding Officer/Link Officer

नई दिल्ली, 14 मई, 2026

का.आ. 958.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार बीसीसीएल के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में **केन्द्रीय सरकार औद्योगिक अधिकरण–सह–श्रम न्यायालय, धनबाद-II** के पंचाट **(संदर्भ संख्या** 294/1999) को प्रकाशित करती है,

[सं. एल –20012/112/99-आईआर (सीएम-I)]

जयदीप यादव, उप निदेशक

New Delhi, the 14th May, 2026

S.O. 958.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award **(Ref. No. 294/1999)** of t**he Central Government Industrial Tribunal-cum-Labour Court, Dhanbad-II** as shown in the Annexure, in the industrial dispute between the Management of **CCL.** and **their workmen.**

[No. L-20012/112/99– IR (CM-I)]

JAIDEEP YADAV, Dy. Director

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO.2 , DHANBAD

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

Ref. Case No.- 294/1999

Parties :

Employer in relation to the management of M/s. CCL, Ranchi .

AND

Their Workman

Present : Shri Sachindra Kumar Pandey

Presiding Officer/Link Officer

Appearances:

For the Employers :- Shri D.K. Verma Ld. Advocate

For Workman :- None

State : Jharkhand Industry :- Coal

Dated: 10/03/2026

AWARD.

1. In the present case, a Reference was received from the appropriate Government vide letter no. L-20012/112/99-IR(C-I) dated 04/08/99 under clause (d) of sub-section (1) and sub-section(2A) of section 10 of the I.D. Act. 1947 for adjudication of a dispute, terms of which are as under:-

SCHEDULE

"Whether the dismissal of Shri Pramod Kumar from service by the management of M/s. CCL is proper , justified and legal? If not, to what relief the workman is entitled to?"

2. In the endorsement made in reference order, the appropriate Government directed the parties raising the dispute to file statement of claim, complete with relevant document, list of reliance and witness with this Tribunal within 15 days of receipt of the reference order and to forward a copy of such statement of claims to the opposite parties involved in the dispute.

3. On receipt of the above reference, notice was sent to the workman as well as the management and accordingly statement of claim and WS was filed by the parties and the case record is running at the stage of evidence of the management on P.P. but the case record shows that the workman is absent since 12.07.2005 and no step is being taken on his behalf which makes it clear that the workman is not interested in this case and the registered notice sent to the workman was also returned back with the endorsement "Addressee left without instruction".

4. In these circumstances, this Tribunal is left with no choice, except to pass a "No Dispute /claim" Award. Let this award be sent to the appropriate Government for publication as required u/s 17 of the Industrial Dispute Act, 1947.

SACHINDRA KUMAR PANDEY, Presiding Officer/Link Officer

नई दिल्ली, 14 मई, 2026

का.आ. 959.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार बीसीसीएल के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में **केन्द्रीय सरकार औद्योगिक अधिकरण–सह–श्रम न्यायालय, धनबाद-II** के पंचाट **(संदर्भ संख्या** 09/2011) को प्रकाशित करती है,

[सं. एल –20012/37/2010-आईआर (सीएम-I)]

जयदीप यादव, उप निदेशक

New Delhi, the 14th May, 2026

S.O. 959.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award **(Ref. No. 09/2011*)*** of t**he Central Government Industrial Tribunal-cum-Labour Court, Dhanbad-II** as shown in the Annexure, in the industrial dispute between the Management of **BCCL.** and **their workmen.**

[No. L-20012/37/2010– IR (CM-I)]

JAIDEEP YADAV, Dy. Director

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO.2 , DHANBAD

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

Ref. Case No.- 09/2011

Parties :

Employer in relation to the management of Govindpur Area of M/s. BCCL .

AND

Their Workman

Present : Shri Sachindra Kumar Pandey

Presiding Officer/Link Officer

Appearances:

For the Employers :- Shri D.K. Verma Ld. Advocate

For Workman :- None

State : Jharkhand Industry :- Coal

Dated: 10/03/2026

AWARD.

1. In the present case, a Reference was received from the appropriate Government vide letter no. L-20012/37/2010 – IR (CM-I) dated 04/03/2011 under clause (d) of sub-section (1) and sub-section(2A) of section 10 of the I.D. Act. 1947 for adjudication of a dispute, terms of which are as under:-

SCHEDULE

"Whether the action of the management of Govindpur Area of M/s. BCCL in denying promotion of Sri Dhruva Pandey as Special Grade Clerk from 11.7.2005 (i.e. the date from which, his juniors were given promotion in the said grade) is fair and justified? To what relief the concerned workman is entitled to?"

2. In the endorsement made in reference order, the appropriate Government directed the parties raising the dispute to file statement of claim, complete with relevant document, list of reliance and witness with this Tribunal within 15 days of receipt of the reference order and to forward a copy of such statement of claims to the opposite parties involved in the dispute.

3. On receipt of the above reference, notice was sent to the workman as well as the management and accordingly statement of claim and WS was filed by the parties and the case record is running at the stage of evidence of the workman since 28.08.2014 but the case record shows that the workman is absent since 16.06.2015 and no step is being taken on his behalf which makes it clear that the workman is not interested in this case and the registered notice sent to the workman/Union was also returned back with the endorsement "Addressee left".

4. In these circumstances, this Tribunal is left with no choice, except to pass a "No Dispute /claim" Award. Let this award be sent to the appropriate Government for publication as required u/s 17 of the Industrial Dispute Act, 1947.

SACHINDRA KUMAR PANDEY, Presiding Officer/Link Officer

नई दिल्ली, 14 मई, 2026

का.आ. 960.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार बीसीसीएल के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में **केन्द्रीय सरकार औद्योगिक अधिकरण-सह-श्रम न्यायालय, धनबाद-II** के पंचाट **(संदर्भ संख्या** 134/2001) को प्रकाशित करती है,

[सं. एल -20012/116/99-आईआर (सीएम-I)]

जयदीप यादव, उप निदेशक

New Delhi, the 14th May, 2026

S.O. 960.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award **(Ref. No. 134/2001)** of t**he Central Government Industrial Tribunal-cum-Labour Court, Dhanbad-II** as shown in the Annexure, in the industrial dispute between the Management of **CCL.** and **their workmen.**

[No. L-20012/116/99– IR (CM-I)]

JAIDEEP YADAV, Dy. Director

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO.2 , DHANBAD

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

Ref. Case No.- 134/2001

Parties :

Employer in relation to the management of Jarangdih Colliery of M/s. CCL .

AND

Their Workmen

Present : Shri Sachindra Kumar Pandey

Presiding Officer/Link Officer

Appearances:

For the Employers :- Shri D.K. Verma Ld. Advocate

For Workman :- None

State : Jharkhand Industry :- Coal

Dated: 10/03/2026

AWARD.

1. In the present case, a Reference was received from the appropriate Government vide letter no. L-20012/116/99 - (C-I) dated 08/05/2001 under clause (d) of sub-section (1) and sub-section(2A) of section 10 of the I.D. Act. 1947 for adjudication of a dispute, terms of which are as under:-

SCHEDULE

"क्या बिहार कोलि. कामगार यूनियन को सी.सी.एल. जरांगदीह कोलि. के प्रबंधतंत्र से मांग कि श्री बाबूलाल गोप एवं सूची में दिए गए अन्य पक्ष कर्मकारों को उक्त प्रबंधतंत्र का नियमित कर्मकार माना जाए तथा एन.सी. डब्ल्यू. ए. के अनुरूप वेतन एवं अन्य लाभ दिए जाए उचित एवं न्याय संगत है? यदि हां तो उक्त कर्मकार किस राहत के पात्र है तथा किस तारीख से?"

2. In the endorsement made in reference order, the appropriate Government directed the parties raising the dispute to file statement of claim, complete with relevant document, list of reliance and witness with this Tribunal within 15 days of receipt of the reference order and to forward a copy of such statement of claims to the opposite parties involved in the dispute.

3. On receipt of the above reference, notice was sent to the workman as well as the management and accordingly statement of claim and WS was filed by the parties and the case record is running at the stage of recording evidence by the workman but the workman is absent since 28.04.2006 and no step is being taken on his behalf which is lingering the disposal of this case and which makes it clear that the workman is not interested in this case and the registered notice sent to the workman was also delivered on 19.02.2026 but despite that the workman is still absent.

4. In these circumstances, this Tribunal is left with no choice, except to pass a "No Dispute /claim" Award. Let this award be sent to the appropriate Government for publication as required u/s 17 of the Industrial Dispute Act, 1947.

SACHINDRA KUMAR PANDEY, Presiding Officer/Link Officer

नई दिल्ली, 14 मई, 2026

का.आ. 961.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार बीसीसीएल के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में **केन्द्रीय सरकार औद्योगिक अधिकरण-सह-श्रम न्यायालय, धनबाद-II** के पंचाट **(संदर्भ संख्या** 69/2007) को प्रकाशित करती है,

[सं. एल -20012/120/2007-आईआर (सीएम-I)]

जयदीप यादव, उप निदेशक

New Delhi, the 14th May, 2026

S.O. 961.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award **(Ref. No. 69/2007)** of t**he Central Government Industrial Tribunal-cum-Labour Court, Dhanbad-II** as shown in the Annexure, in the industrial dispute between the Management of **BCCL.** and **their workmen.**

[No. L-20012/120/2007– IR (CM-I)]

JAIDEEP YADAV, Dy. Director

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO.2 , DHANBAD

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

Ref. Case No.- 69/2007

Parties :

Employer in relation to the management of Jeenagora Colliery

of M/s. BCCL .

AND

Their Workman

Present : Shri Sachindra Kumar Pandey

Presiding Officer/Link Officer

Appearances:

For the Employers :- None

For Workman :- None

State : Jharkhand Industry :- Coal

Dated: 10 March, 2026

AWARD.

1. In the present case, a Reference was received from the appropriate Government vide letter no. L-20012/120/2007-(IR (CM-I)) dated 16/11/2007 under clause (d) of sub-section (1) and sub-section(2A) of section 10 of the I.D. Act. 1947 for adjudication of a dispute, terms of which are as under:-

SCHEDULE

"Whether the action of the management of Jeenagora Colliery of M/s. BCCL , in dismissing Sri Ram Prasad Bhuia, W/Loader from the service of the company w.e.f. 19.11.1997 is legal and justified ? If not, to what relief is the concerned workman entitled ?"

2. In the endorsement made in reference order, the appropriate Government directed the parties raising the dispute to file statement of claim, complete with relevant document, list of reliance and witness with this Tribunal within 15 days of receipt of the reference order and to forward a copy of such statement of claims to the opposite parties involved in the dispute.

3. On receipt of the above reference, notice was sent to the workmen as well as the management and accordingly statement of claim and WS was filed by the parties and evidence was also adduced but the case record shows that the workman is absent since 30.12.2013which makes it clear that the workman is not interested in this case and the registered notice sent to the workman was also returned back with the endorsement "Addressee died".

4. In these circumstances, this Tribunal is left with no choice, except to pass a "No Dispute /claim" award. Let this award be sent to the appropriate Government for publication as required u/s 17 of the Industrial Dispute Act, 1947.

SACHINDRA KUMAR PANDEY, Presiding Officer/Link Officer

नई दिल्ली, 14 मई, 2026

का.आ. 962.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार खान योजना एवं डिजाइन संस्थान लिमिटेड के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में **केन्द्रीय सरकार औद्योगिक अधिकरण–सह–श्रम न्यायालय, धनबाद-II** के पंचाट **(संदर्भ संख्या** 45/1991) को प्रकाशित करती है,

[सं. एल –20012/198/1990-आईआर (सीएम-I)]

जयदीप यादव, उप निदेशक

New Delhi, the 14th May, 2026

S.O. 962.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award **(Ref. No. 45/1991*)*** of t**he Central Government Industrial Tribunal-cum-Labour Court, Dhanbad-II** as shown in the Annexure, in the industrial dispute between the Management of **Central Mines Planning and Design Institute Ltd..** and **their workmen.**

[No. L-20012/198/1990– IR (CM-I)]

JAIDEEP YADAV, Dy. Director

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO.2 , DHANBAD

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

Ref. Case No.- 45/1991

Parties :

Employer in relation to the management of Central Mines Planning and design institute Ltd. Ranchi.

AND

Their Workman

Present : Shri Sachindra Kumar Pandey

Presiding Officer/Link Officer

Appearances:

For the Employers :- Shri D.K. Verma Ld. Advocate

For Workman :- None

State : Jharkhand Industry :- Coal

Dated: 10/03/2026

AWARD

1. In the present case, a Reference was received from the appropriate Government vide letter no. L-20012/198/1990 – IR (Coal-I) dated 06/02/1991 under clause (d) of sub-section (1) and sub-section(2A) of section 10 of the I.D. Act. 1947 for adjudication of a dispute, terms of which are as under:-

SCHEDULE

"Whether the action of the CMPDI management in not re-instating Shri K. Dhiren as Truck khalasi w.e.f. 1-1-79 with retrospective effect, seniority from 3.11.1977 with back wages and also not promoting him as Driver Category –V w.e.f. the date of his juniors were promoted is justified? If not, to what relief is the workman is entitled?"

2. In the endorsement made in reference order, the appropriate Government directed the parties raising the dispute to file statement of claim, complete with relevant document, list of reliance and witness with this Tribunal within 15 days of receipt of the reference order and to forward a copy of such statement of claims to the opposite parties involved in the dispute.

3. On receipt of the above reference, notice was sent to the workman as well as the management and accordingly statement of claim and WS was filed by the parties and evidence was also adduced by the management but the case record shows that the workman did not adduce any evidence rather he absented himself and no step is being taken on his behalf which makes it clear that the workman is not interested in this case and the registered notice sent to the workman/Union was also returned back with endorsement "Insufficient address". The workman has reportedly got retired in year 2014.

4. In these circumstances, this Tribunal is left with no choice, except to pass a "No Dispute /claim" Award. Let this award be sent to the appropriate Government for publication as required u/s 17 of the Industrial Dispute Act, 1947.

SACHINDRA KUMAR PANDEY, Presiding Officer/Link Officer

नई दिल्ली, 14 मई, 2026

का.आ. 963.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार बीसीसीएल के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में **केन्द्रीय सरकार औद्योगिक अधिकरण–सह–श्रम न्यायालय, धनबाद-II** के पंचाट **(संदर्भ संख्या** 33/2011) को प्रकाशित करती है,

[सं. एल –20012/85/2011-आईआर (सीएम-I)]

जयदीप यादव, उप निदेशक

New Delhi, the 14th May, 2026

S.O. 963.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award **(Ref. No. 33/2011*)*** of t**he Central Government Industrial Tribunal-cum-Labour Court, Dhanbad-II** as shown in the Annexure, in the industrial dispute between the Management of **BCCL.** and **their workmen.**

[No. L-20012/85/2011– IR (CM-I)]

JAIDEEP YADAV, Dy. Director

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO.2 , DHANBAD

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

Ref. Case No.- 33/2011

Parties :

Employer in relation to the management of Murlidih Colliery of M/s. BCCL .

AND

Their Workman

Present : Shri Sachindra Kumar Pandey

Presiding Officer/Link Officer

Appearances:

For the Employers :- Shri D.K. Verma Ld. Advocate

For Workman :- None

State : Jharkhand Industry : - Coal

Dated: 10 March, 2026

AWARD

1. In the present case, a Reference was received from the appropriate Government vide letter no. L-20012/85/2011- (IR (CM-I)) dated 24/11/2011 under clause (d) of sub-section (1) and sub-section(2A) of section 10 of the I.D. Act. 1947 for adjudication of a dispute, terms of which are as under:-

SCHEDULE

"Whether the action of the management of Murlidih 20/21 Pits Colliery of M/s. BCCL , in dismissing Sri Karu Bhuia, M/Loader from the services of the Company vide order dated 26.11.2002 is fair and justified ? To what relief the workman concerned is entitled to?"

2. In the endorsement made in reference order, the appropriate Government directed the parties raising the dispute to file statement of claim, complete with relevant document, list of reliance and witness with this Tribunal within 15 days of receipt of the reference order and to forward a copy of such statement of claims to the opposite parties involved in the dispute.

3. On receipt of the above reference, notice was sent to the workmen as well as the management and accordingly statement of claim and WS was filed by the parties but the case record shows that the case record is running at the stage of evidence by the management on P.P. but the workman is absent since long which makes it clear that the workman is not interested in this case and the registered notice sent to the workman/Union was also delivered to the Union but even after that the workman/Union is absent which makes it clear that the workman/Union has lost his interest in this case.

4. In these circumstances, this Tribunal is left with no choice, except to pass a "No Dispute /claim" award. Let this award be sent to the appropriate Government for publication as required u/s 17 of the Industrial Dispute Act, 1947.

SACHINDRA KUMAR PANDEY, Presiding Officer/Link Officer

नई दिल्ली, 14 मई, 2026

का.आ. 964.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार बीसीसीएल के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में **केन्द्रीय सरकार औद्योगिक अधिकरण–सह–श्रम न्यायालय, धनबाद-II** के पंचाट **(संदर्भ संख्या** 35/2008) को प्रकाशित करती है,

[सं. एल –20012/52/2008-आईआर (सीएम-I)]

जयदीप यादव, उप निदेशक

New Delhi, the 14th May, 2026

S.O. 964.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award **(Ref. No. 35/2008*)*** of t**he Central Government Industrial Tribunal-cum-Labour Court, Dhanbad-II** as shown in the Annexure, in the industrial dispute between the Management of **BCCL.** and **their workmen.**

[No. L-20012/52/2008– IR (CM-I)]

JAIDEEP YADAV, Dy. Director

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO.2 , DHANBAD

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

Ref. Case No.- 35/2008

Parties :

Employer in relation to the management of North Tisra Colliery under Lodna Area of M/s. BCCL .

AND

Their Workman

Present : Shri Sachindra Kumar Pandey

Presiding Officer/Link Officer

Appearances:

For the Employers :- Shri S.N. Ghosh Ld. Advocate

For Workman :- None

State : Jharkhand Industry :- Coal

Dated: 10/03/2026

AWARD

1. In the present case, a Reference was received from the appropriate Government vide letter no. L-20012/52/2008 – IR (CM-I) dated 05/06/2008 under clause (d) of sub-section (1) and sub-section(2A) of section 10 of the I.D. Act. 1947 for adjudication of a dispute, terms of which are as under:-

SCHEDULE

"Whether the action of the management of North Colliery under Lodna Area of M/s. BCCL in not providing employment to Smt. Yashoda Bhuini @ Yashoda Devi, W/o Late Kameshwar Bhuia, M/Loader under the provisions of NCWA is legal and justified? To what relief is the wife of Late Kameshwar Bhuia entitled?"

2. In the endorsement made in reference order, the appropriate Government directed the parties raising the dispute to file statement of claim, complete with relevant document, list of reliance and witness with this Tribunal within 15 days of receipt of the reference order and to forward a copy of such statement of claims to the opposite parties involved in the dispute.

3. On receipt of the above reference, notice was sent to the applicant as well as the management and accordingly statement of claim and WS was filed by the parties and evidence was also adduced but the case record shows that the applicant is absent since long and no step is being taken on her behalf which makes it clear that the applicant is not interested in this case and the registered notice sent to the workman/Union was also returned back with endorsement "Addressee died".

4. In these circumstances, this Tribunal is left with no choice, except to pass a "No Dispute /claim" Award. Let this award be sent to the appropriate Government for publication as required u/s 17 of the Industrial Dispute Act, 1947.

SACHINDRA KUMAR PANDEY, Presiding Officer/Link Officer

नई दिल्ली, 14 मई, 2026

का.आ. 965.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार बीसीसीएल के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में **केन्द्रीय सरकार औद्योगिक अधिकरण–सह–श्रम न्यायालय, धनबाद-II** के पंचाट **(संदर्भ संख्या** 41/2007**)** को प्रकाशित करती है,

[सं. एल –20012/66/2007-आईआर (सीएम-I)]

जयदीप यादव, उप निदेशक

New Delhi, the 14th May, 2026

S.O. 965—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award **(Ref. No. 41/2007***)* of t**he Central Government Industrial Tribunal-cum-Labour Court, Dhanbad-II** as shown in the Annexure, in the industrial dispute between the Management of **BCCL.** and **their workmen.**

[No. L-20012/66/2007– IR (CM-I)]

JAIDEEP YADAV, Dy. Director

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL

NO.2, DHANBAD

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

Ref. Case No.-41/2007

Parties :

Employer in relation to the management of Bhagabandh Colliery of M/s. BCCL.

AND

Their Workman

Present : Shri Sachindra Kumar Pandey

Presiding Officer/Link Officer

Appearances:

For the Employers :-Shri D.K. Verma Ld. Advocate

For Workman :- None

State : Jharkhand Industry :- Coal

Dated: 13/03/2026

AWARD.

1. In the present case, a Reference was received from the appropriate Government vide letter no. L-20012/66/2007-(IR (CM-I)) dated 23/07/2007 under clause (d) of sub-section (1) and sub-section (2A) of section 10 of the I.D. Act. 1947 for adjudication of a dispute, terms of which are as under:-

SCHEDULE

"Whether the action of the management of Bhagabandh Colliery of M/s. BCCL in denying regularization as Attendance Clerk to Sri Manohar Prasad, M/Loader, is justified and legal?, If not, to what relief is the concerned workman entitled and from which date?"

2. In the endorsement made in reference order, the appropriate Government directed the parties raising the dispute to file statement of claim, complete with relevant document, list of reliance and witness with this Tribunal within 15 days of receipt of the reference order and to forward a copy of such statement of claims to the opposite parties involved in the dispute.

3. On receipt of the above reference, notice was sent to the workmen as well as the management and accordingly statement of claim and WS was filed by the parties but the case record shows that the case record is running at the stage of filing documents by the workman for the last 7 years and it further transpires that the workman is absent in this case since 10/12/2015,which makes it clear that the workman is not interested in this case and the registered notice sent to the workman/Union was also delivered to the workman/Union but even after that the workman/Union is absent which makes it clear that the workman/Union has lost his interest in this case.

4. In these circumstances, this Tribunal is left with no choice, except to pass a "No Dispute /claim" Award. Let this award be sent to the appropriate Government for publication as required u/s 17 of the Industrial Dispute Act,1947.

SACHINDRA KUMAR PANDEY, Presiding Officer/Link Officer

नई दिल्ली, 18 मई, 2026

का.आ. 966.—औद्योगिक विवाद अधिनियम 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार वडोदरा उत्तर प्रदेश ग्रामीण बैंक के प्रबंधतत्र, संबद्ध नियोजकों और उनके कर्मकारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय कानपुर के पंचाट **(66/2017)** प्रकाशित करती है

[सं. एल –12011/02/2017-आईआर बी-I)]

सलोनी, उप निदेशक

New Delhi, the 18th May, 2026

S.O. 966.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. 66/2017*)* of the *Cent.Govt.Indus.Tribunal-cum-Labour Court Kanpur* as shown in the Annexure, in the industrial dispute between the management of Vadodra Uttar Pradesh Gramin Bank and their workmen.

[No. L-12011/02/2017- IR(B-I)]

SALONI, Dy. Director

ANNEXURE

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, KANPUR

Present Sri Rajendra Prasad Srivastava

(Retd.H.J.S.)

ID 66/2017

F. No. L-12011/02/2017(IR(B-I) Dated: 18.08.2017

BETWEEN

The General Secretary,

Vadodra Uttar Pradesh Gramin Bank,

Workers Organisation, Idial Public Campus,

J. P. Marg, Achary Nagar, Lalganj,

Raibareli(UP)

AND

The Director,

Vadodra Uttar Pradesh Gramin Bank,

Head Office,

Raibareli(UP).

AWARD

By order F. No. L-12011/02/2017(IR(B-I) Dated: 18.08.2017 in exercise of the powers conferred by clause (d) of sub-section (1) and sub-section (2A) of Section 10 the Industrial Disputes Act, 1947 (14 of 1947) by the Central Government, referred the following dispute to this Tribunal for adjudication:

"क्या प्रबंधन, बडौदा उत्तर प्रदेश ग्रामीण बैंक, रायबरेली द्वारा बैंक के सभी कार्यालय सहायकों को उनके द्वारा निष्पादित किये जा रहे विशेष कार्यों के लिए विशेष वेतन का भुगतान 10 वें समझौते के अनुसार 01 नवम्बर 2012 से नियमतः भुगतान न किया जाना न्यायोचित एवं वैद्य है ? यदि नहीं तो कामगार किस राहत को पाने का हकदार है ?"

Accordingly, ID case 66/2017 registered before this Tribunal.

During the hearing of the case legal representative of workmen moving an application on 08.01.2026 and requested in the said application:

"सादर अवगत कराना है कि आर्गनाइजेशन द्वारा आई डी वाद सं.-66/2017 में आपको वाद की पैरवी हेतु अधिकृत किया गया था। चूँकि उक्त वाद में संदर्भित समस्याओं / मांगों का निस्तारण बैंक प्रबन्धन व आर्गनाइजेशन के द्वारा वार्ता के माध्यम से निस्तारित किया जा चुका है। अस्तु अब इस विवाद को आगे चलाने के लिये कोई आवश्यकता प्रतीत नहीं होती है।"

Upon that learned counsel of respondent write no objection.

By way of said application workmen representative requested not press above case.

I have heard Shri Shukdev Mishra for the side of applicant/workman and Shri Neeta Mathur for respondent and gone through the record.

In the light of the circumstances and above application the reference has become infructuous and stands answered accordingly.

Dated: 02.02.2026

RAJENDRA PRASAD SRIVASTAVA , Presiding Officer

नई दिल्ली, 18 मई, 2026

का.आ. 967.—औद्योगिक विवाद अधिनियम 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार भारतीय स्टेट बैंक के प्रबंधतत्र, संबद्ध नियोजकों और उनके कर्मकारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय कानपुर के पंचाट **(63/2006)** प्रकाशित करती है

[सं. एल –12012/97/2005-आईआर बी-I)]

सलोनी, उप निदेशक

New Delhi, the 18th May, 2026

S.O. 967.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref.63/2006) of the *Cent.Govt.Indus.Tribunal-cum-Labour Court Kanpur* as shown in the Annexure, in the industrial dispute between the management of State Bank of India and their workmen.

[No. L-12012/97/2005- IR(B-I)]

SALONI, Dy. Director

ANNEXURE

THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, KANPUR

ID Case No. 63 of 2006

Present Shri Rajendra Prasad Srivastava, H.J.S. (Retd.)

Shri Anuj Kumar Singh S/o Shri Arjun Singh,

C/o Shri O.P. Mathur, Hind Mazdoor Sabha,

117/K-36, Sarvodaya Nagar, Kanpur.

Kanpur (U.P.)-

…….Workman

Vs.

The Deputy General Manager,

State Bank of India, 2420, Zonal Office,

Mall Road, Kanpur.

Kanpur (U.P.)-

……..Management

(JUDGMENT)

(Passed on this 05th day of February, 2026)

As per reference letter dated 14/09/2006 by the Government of India, Ministry of Labour, New Delhi, the reference has been made to this Tribunal under Section-10 of Industrial Disputes Act, 1947 (in short the 'Act') as per Notification No. L-12012/97/2005 (IR(B-I) dt. 14.09.2006. The dispute under reference relates to:

> *"Whether the action of the management of State Bank of India in terminating the services of Shri Anuj Kumar Singh w.e.f. 25th September, 1997 and thereafter not considering his case for re-employment while employing fresh hands, is legal and justified? If not, to what relief the workman concerned is entitled to?"*

Claimants/workmen Shri Anuj Kumar Singh (hereinafter stated as the claimant) has filed the statement of claim with averments which may be concisely stated as hereunder:

1. The applicant was employed as a messenger at the respondent State Bank on February 27, 1981. The applicant performed all the duties of a Class IV employee at the respondent bank. The department paid the applicant his full salary, allowances, and permissible benefits.

2. The applicant has been working smoothly at the respondent establishment. The applicant's work has been good and satisfactory. The applicant has never given employees an opportunity to complain. The applicant has never been issued a charge sheet or warning.

3. The employers sometimes paid the applicant based on the register and sometimes by voucher.

4. The respondent establishment is a public sector establishment and should act as an ideal employer. However, there is exploitation of all kinds within the respondent establishment, such as paying less than the prescribed salary, not providing any benefits, not entering the employee's name in the attendance register so that they cannot avail themselves of the benefits of regularization, arbitrarily dismissing employees at will, firing them for a few days and then hiring someone else in their place, then firing them and hiring a third person. This, then, constitutes work exploitation and unfair labor practices of every kind.

5. After voices were raised and protests were held against this type of exploitation and unfair labour practices, the employers invited applications in 1989 to provide permanent appointment to the old employees. The applicant also submitted an application and appeared for the interview.

6. The applicant passed with good marks. Instead of giving the applicant a permanent appointment, his name was kept on the waiting list. The applicant met the employers repeatedly and requested that the applicant be given a permanent job. The employers assured that the applicant would be given a permanent appointment soon.

7. The employers have not yet provided any written notice to any employee regarding their success or failure in the interview, nor have they published or shown the list of successful employees to anyone. This clearly demonstrates that the employers are acting in an unfair manner, with the intention of deceiving and maliciously engaging the employees.

8. The applicant was not given a permanent position despite clear assurances, even though the applicant was a statutory competent authority. Instead of providing permanent employment, the employers employed the applicant temporarily in the canteen and the payroll section until 24-9-97, and terminated his employment on 25-9-99. The applicant pleaded for employment in numerous ways, but the employers ignored his requests and refused to provide him with any work.

9. The applicant's name is listed on the waiting list for permanent employment, but instead of offering permanent employment, the employers are now withholding employment and are not providing any written assurances. The employer is employing several employees junior to the applicant. The employer's action is contrary to Section 25G of the Industrial Disputes Act, 1947 and is therefore illegal.

10. The applicant worked continuously from 1981 to 1997, therefore not giving work to the applicant is against Section 25-F of the Act. Therefore, it is illegal. The employers have removed the applicant from the job without notice and without paying severance compensation, therefore, the removal from the job is illegal.

11. The applicant kept meeting the employers and kept demanding permanent employment. Initially, the employers kept giving clear assurances that the applicant would be given permanent employment, but later the employers started telling the applicant that he would no longer be given work. However, instead of giving work to the applicant, the employers hired other new people and are giving them equal work.

12. From 1981 to 1997 the employers kept assuring the applicant that he would be given a permanent appointment, hence the applicant's name was on the waiting list, but now the employers are refusing to give him work. The applicant is a citizen of this country and the respondent is a public establishment of the Government of India, which should act as an ideal employer, but crossing the limits of exploitation, after so many days they are saying that the appointment will not be given, thus the employers are playing with the life of the applicant.

13. Numerous junior employees are employed, but the applicant is not being given work. This action by the employers is contrary to Section 25G of the Act and is therefore illegal. The applicant is entitled to be retained.

14. The applicant has worked continuously for more than 240 days in each year at the respondent establishment and is therefore entitled to the benefits and protection of Section 25F of the Industrial Disputes Act, 1947. The employer has not complied with the above provisions and hence the applicant's dismissal is illegal.

15. Therefore, it is humbly requested that the applicant be granted the following benefits/compensation:

    1. The applicant be reinstated with all the benefits of an uninterrupted job.

    2. The applicant be provided with full sitting salary, all permissible benefits, all allowances, and other benefits as appropriate.

Respondent had submitted the written statement with averments which may be summarized as stated below:

1. The claimant had raised a dispute before the Assistant Labour Commissioner (Central), Kanpur under Section 25 (H) of the Industrial Disputes Act, 1947 that he is a retrenched employee and he should be re-employed, whereas in the schedule given by the Government of India, Ministry of Labour, New Delhi under reference dated 14.09.2006, it has been mentioned that the service of the claimant has been terminated from 25.09.97 and thereafter he will not be re-employed and new recruitment will be done, which is contradictory and on this basis the claimant is not entitled to get any benefit from this Hon'ble Court.

2. There is a process for appointment in the subordinate category in the State Bank of India and only the person selected through the process is given appointment.

3. The provisions of Section 25(b) of the Industrial Disputes Act, 1947 are not applicable to the said dispute as the claimant has not worked for 240 days or more in the State Bank of India, Main Branch, Kanpur in the 12 calendar months prior to 25.09.97. The claimant is not entitled to any benefit from this Hon'ble Court in the light of the following decision of the Hon'ble High Court of Allahabad:

    a. 2004 L.I.C. 3458 Allahabad High Court (B) U.P. State Electricity Board V. The Presiding Officer, Labour Court, (1), Kanpur and others.

    The initial burden was on the workman to prove that he had actually worked for 240 days in a year.

    b. Civil Misc. Writ Petition No. 17609/1985 Allahabad High Court The Chief General Manager V. The Presiding Officer, Industrial Tribunal, Central Govt., Kanpur & another.

    There was no question of violation of section 25 (F) of I.D. Act, as respondent no.2 had not worked for 240 days. He had worked only for 89 days.

4. The claimant was employed in State Bank of India, Main Branch, Kanpur on temporary basis for only 90 days from June 1997 to September 1997 on emergency requirement without any sanctioned post and after this period when he was retrenched or not re-employed, he did not make any written complaint to the bank during the relevant period, which clearly shows that he was aware that he was being employed to fulfil the requirement.

5. The statement in paragraph 2 of the claimant's claim is incorrect and therefore rejected. It is necessary to state here that charge sheets, etc., are issued to permanent employees.

6. The statement in paragraph 3 of the claimant's claim is incorrect and therefore rejected. This has been clearly answered in the previous paragraph of the written statement.

7. The statement in paragraph 4 of the claimant's claim is incorrect and therefore rejected. The statement of unfair labor practice has been mentioned in the presentation.

8. The statements in paragraphs 5, 6, and 7 of the claimant's claim are not maintainable under reference. It is important to note here that agreements were reached between the State Bank of India and the All India State Bank of India Staff Federation on November 17, 1987, July 16, 1988, October 27, 1988, January 9, 1991, June 9, 1995, and July 30, 1996, regarding the permanent employment of temporary/daily wage workers. The claimant neither applied under these agreements nor was he interviewed. Therefore, there is no question of the claimant's name being on the waiting list, nor does the question of bank officials giving assurances to the claimant arise.

9. Paragraph 9 of the claimant's claim merely admits that he was temporarily employed at the State Bank of India, Main Branch, Kanpur, on a casual basis until 24.09.97. The remaining facts are incorrect and therefore rejected. The claimant did not submit any application to the bank regarding his alleged retrenchment on 25.09.97, which clearly indicates that he was aware that he was being employed to meet a casual requirement. It is important to clarify that he was not employed from 25.09.97, when the requirement ceased.

10. The statement in Paragraph 10 of the claimant's claim is incorrect and therefore rejected. The claimant was the only casual employee at the State Bank of India, Main Branch, Kanpur, during the relevant period. The provisions of Section 25(g) of the Industrial Disputes Act, 1947, are not applicable to the said dispute.

11. The statement in paragraph 11 of the claimant's claim is false and therefore rejected. The burden of proof lies on the claimant to prove that he has worked with the bank from 1981 to 1997 and that he has not been retrenched. The provisions of Section 25(f) of the Industrial Disputes Act, 1947, are not applicable to the said dispute.

12. The statements in paragraphs 17 and 18 of the claimant's claim are merely repetitions of the questions already clearly answered in the preceding paragraphs of the written statement. It is necessary to clarify here that since the claimant was never employed by the bank, no question of retrenchment arises.

13. Therefore, it is prayed that in the light of the paragraphs mentioned in the written statement, the award be passed against the plaintiff and in favour of the bank.

After that applicant filed some documents which is read as under:

- Original telegram dated 21.06.1997.
- Original appointment letter dated 24.06.1997.
- D.G.M. letter no. DGM/PER/487 dated 06.08.1997.
- D.G.M. letter no. DGM/PER/402 dated 17.07.1997.

In rebuttal respondent filed some documents which is read as under:

1. Copy of Work Certificate dated 28.7.89
2. Copy of Claim before Assistant Labor Commissioner Central, Kanpur
3. Original Copy of Written Statement Assistant Labor Commissioner Central, Kanpur
4. Original Copy of Bank Letter dated 8.11.2004
5. Copy of Bank Letter dated 18.11.2004.

As per reference the main question is Whether the action of the management of State Bank of India in terminating the services of Shri Anuj Kumar Singh w.e.f. 25th September, 1997 and thereafter not considering his case for re-employment while employing fresh hands, is legal and justified? If not, to what relief the workman concerned is entitled to?

By filing claim statement claimant is requested that he was employed as Messenger in State Bank of India from 27.02.1981 and do all work of the Bank and get all benefits, salary and allowances etc. His work is satisfactory never any complain about his work and no any charge sheet has given to him. Employer was paid to him by way of vouchers. The opposite party after arising of hesitation to give permanent appointment, application is invited in 1989 and he applied and give interview and passed but his name was kept in waiting list. He always requested to opposite party but opposite party not given to him permanent appointment and on 25.09.1997 his services were terminated.

Against that opposite party stated that claimant has never worked as per provision of Industrial Dispute Act section 25 B and in a year never worked 240 days in Main Branch Kanpur. He was appointed temporary basis from June 1997 to September 1997 only for 90 days. Hence the provision of section 25 F and 25 B is not applicable because claimant is not retrenched employee.

Para 5,6 and 7 which is mentioned in claim statement is not mandatory as per Above compromise which is given in para 13 he is never applied and never interview is taken and there is no question of his name in waiting list and he never employed in bank as requested in our claim statement.

Now deciding, this reference the evidence of parties are important as per documentary evidence applicant filed by paper number 14 which is mentioned to necessary to here one paper is telegram and in this telegram is mentioned that:

> *अनुज कुमार सिंह पुत्र श्री अर्जुन सिंह द्वारा श्री बुधन सिंह म. न. 333 नानकारी आई आई टी कानपुर बैंक अस्थाई रूप से कुछ दिनों के लिए मैसेंजर / वाटर बॉय का कार्य करने हेतु इच्छुक होने पर तुरंत भारतीय स्टेट बैंक कानपुर मुख्य शाखा से 24 जून पूर्व संपर्क करे।*

And next paper was appointment of temporary Messenger/Water boy in this paper is mentioned here that:

> *We refer to your letter No.KAN/P&HRD/1062 dated the 11th July 1997. In terms of our letter No.DGM/PER/293 06 5.6.97. vide which we had requested you to release name(s) of candidates, we had stated that we are seeking LHO's post-facto sanction for our action of appointing temporary waterboys; a copy of our Note submitted to LHO was also shared with you. There is this no mis-representation of factual position. It is true that LHO have not approved of our action so far. We have, however, again takenup the matter with LHO Last communication addressed by us to LHO Vide our letter of DGM/PER/402 dated 17.7.97, a copy of which is enclosed for your reference.*

By paper number 6 bank has submitted five documents which are stated that:

1. Copy of Work Certificate dated 28.7.89
2. Copy of Claim before Assistant Labor Commissioner Central, Kanpur
3. Original Copy of Written Statement Assistant Labor Commissioner Central, Kanpur
4. Original Copy of Bank Letter dated 8.11.2004
5. Copy of Bank Letter dated 18.11.2004.

In our oral evidence/chief, he support our version of claim statement is stated that:

> I had been working at the State Bank of India since February 27, 1981, as a messenger. My full monthly salary was paid. My work at the bank was excellent. Our attendance was recorded at the bank, and we received our pay sometimes from the register and sometimes from a voucher. My interview took place in 1989. My name was on the waiting list, and I continued to meet with officials to request regularization, but I was not appointed. On June 24, 1997, I was appointed to the bank's main branch. I received an appointment certificate from the bank before my appointment. I worked there until September 24, 1997, and my service was terminated on September 25, 1997. I received no notice or severance pay before being fired. I had worked for 240 days. In our cross-examination he said that he was temporarily employed in Kalyanpur. After looking at paper number 6/2, we told that we had worked as a temporary messenger for 85 days from 02.04.1981 to 22.05.1981. We had worked in 1981 but had not received an appointment letter. An interview letter was issued for the interview, but the interview letter was not filed in the file. The defendant side asked that in the telegram that was filed, it is written that you have been called to the bank for a few days for the post of messenger or water boy, which is in paper number 14/3. Hearing this, the plaintiff said that what is written is correct.
>
> Furthermore, the defendant side asked that between June 97 and September 97, you were temporarily employed for a total of 90 days for a limited period of 30 days each. Hearing this, the plaintiff said that this is correct. Then the defendant asked whether it was true that I had not worked continuously for 240 days in the 12 calendar months before 25/9/1997. On hearing this plaintiff said that they made me wait for two-four days but I had worked continuously in the bank.

It is written in the A.L.C. claim that employees have been appointed after me but their names have not been opened. I have not submitted the proof of attendance and salary payment because it is with the department. I had not made any written application for regularisation and I had received the bonus from the bank. The bank had not published any advertisement.

As per the claim statement and the examination-in-chief, the applicant has stated that he was appointed in the respondent bank to the post of Messenger. He also admitted in paragraph 3 of the claim statement that he was paid either through the register or by way of vouchers.

The opposite party, in its written statement, has stated that the claimant was never employed as a permanent employee of the bank. According to the management, he was engaged only as a casual employee as and when the need arose.

The documentary evidence on record shows that the applicant worked during the following periods:

- 24.06.1997 to 23.07.1997
- 24.07.1997 to 22.08.1997
- 26.08.1997 to 24.09.1997

Thus, the total period of his engagement comes to **90 days only**.

The cross-examination of the applicant is important. In cross-examination, the applicant stated that he had worked as a Messenger since 27.02.1981. He further stated that before joining he had received an appointment letter and that he worked in the bank until 24.09.1997 and that his services were terminated on 25.09.1997.

However, the documents filed by the claimant himself contradict this claim. One of the documents filed by him is a **telegram**, which clearly indicates that he was called for a **temporary appointment**. Another document also shows that the appointment was purely temporary and created only to meet a casual requirement.

In this context, the bank has also filed documents marked as **Paper No. 6**, which clearly show that the applicant worked during the following periods:

- 24.06.1997 to 23.07.1997
- 24.07.1997 to 22.08.1997
- 26.08.1997 to 24.09.1997

Thus, it is clear that he worked for **only 90 days**.

Further, in paragraph 9 of the said document it is specifically mentioned that the applicant worked as a temporary employee until 24.09.1997, and the document bears his signature. Hence, it is admitted by the applicant that he worked only as a temporary employee.

Another document filed by the bank, marked as **Paper No. 6/15**, also clearly mentions that the applicant was engaged as a temporary employee and that he worked only for the above-mentioned period of **90 days**.

In his examination-in-chief, the applicant stated that he had worked for **240 days**, but he failed to produce any documentary evidence in support of this claim.

The cross-examination further reveals that the applicant had earlier worked as a temporary messenger from **02.04.1981 to 22.05.1981**, which amounts to only **85 days**. This is an admission by the applicant that he worked as a temporary messenger for only 85 days during that period. He also admitted that he had not received any appointment letter at that time.

In his examination-in-chief he stated that he had received an appointment letter, which clearly creates a contradiction with his statement made during cross-examination.

The applicant also admitted during cross-examination that he had worked in the year 1981 and the document marked as **Paper No. 6/2**, which was produced by the opposite party, is correct. Therefore, it is clear that he admitted the facts mentioned in Paper No. 6/2.

He further admitted during cross-examination that the telegram produced on record was correct. When the opposite party asked him whether the letter specifically stated that he had been called for a temporary post and that he would have no right to claim future employment, he admitted that the contents of the letter were correct. Thus, the applicant himself admitted that he was employed only as a temporary employee.

The applicant also admitted his signatures on documents **Paper No. 6/3 to 6/6**. He further admitted that he was employed temporarily for **90 days**.

When he was asked whether he had worked continuously for **240 days in a year**, he replied that although he worked in the bank, the management sometimes did not give him work for two or four days. He also admitted during cross-

examination that **no advertisement for recruitment was issued by the bank**. Lastly, he admitted that he had also worked in the **canteen**.

From the side of the opposite party, **M.W.-1 Sunil Kumar** was examined. In his examination-in-chief, he stated that the bank follows a prescribed recruitment process for the appointment of subordinate staff.

According to him, candidates who are recruited through this process are issued appointment letters and are also entitled to various benefits in addition to salary, such as **leave fare concession (LFC), leave encashment, medical benefits, provident fund, pension, etc.**

He further stated that **Anuj Kumar Singh** did not join the bank through the prescribed recruitment process in June 1997 and that he had not worked continuously for **240 days in the twelve calendar months preceding September 1997**.

He also stated that no temporary employee had been employed in the bank before Anuj Kumar Singh and denied the claim that the claimant had applied for a temporary position in 1989.

He further stated that the claimant worked as a temporary employee for **30-day intervals up to 24.09.1997**, and that documents **Paper No. 6/3 to 6/6** had been filed by the department in this regard.

He also denied that any new recruitment had been made after the alleged termination of the claimant. He further stated that the claimant had never submitted any letter requesting reinstatement and that his services automatically came to an end after the expiry of the fixed term.

As per provision of section 25B of ID Act is that:

> ***[25B. Definition of continuous service***
>
> *For the purposes of this Chapter,*
>
> *(1) a workman shall be said to be in continuous service for a period if he is, for that period, in uninterrupted service, including service which may be interrupted on account of sickness or authorised leave or an accident or a strike which is not illegal, or a lock-out or a cessation of work which is not due to any fault on the part of the workman:*
>
> *(2) where a workman is not in continuous service within the meaning of clause (1) for a period of one year or six months, he shall be deemed to be in continuous service under an employer-*
>
> > *(a) for a period of one year, if the workman, during a period of twelve calendar months preceding the date with reference to which calculation is to be made, has actually worked under the employer for not less than-*
> >
> > *(i) one hundred and ninety days in the case of a workman employed below ground in a mine; and*
> >
> > *(ii) two hundred and forty days, in any other case;*
> >
> > *(b) for a period of six months, if the workman, during a period of six calendar months preceding the date with reference to which calculation is to be made, has actually worked under the employer for not less than-*
> >
> > *(i) ninety-five days, in the case of a workman employed below ground in a mine; and*
> >
> > *(ii) one hundred and twenty days, in any other case.*

Section 25B of the **Industrial Disputes Act, 1947** defines **continuous service**. As per the said provision, a workman shall be deemed to be in continuous service for one year if he has actually worked for **not less than 240 days during the preceding twelve months**.

In the present case, the applicant has failed to prove that he worked for **240 days** as required under Section 25B of the Act. The evidence on record, including the admissions made during cross-examination and the documents filed by both parties, clearly show that the applicant never worked for the required period.

Applicant said in our claim statement, in Para 17 because he worked more than 240 days in every year hence he is entitled to get benefits of section 25 F. In section 25 F as:

> ***25F. Conditions precedent to retrenchment of workmen***
>
> *No workman employed in any industry who has been in continuous service for not less than one year under an employer shall be retrenched by that employer until-*
>
> *(a) the workman has been given one month's notice in writing indicating the reasons for retrenchment and the period of notice has expired, or the workman has been paid in lieu of such notice, wages for the period of the notice;*

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

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

The definition of retrenchment is given in section 2 oo:

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

(a) voluntary retirement of the workman; or

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

As per above provision it is necessary that he must be employee of opposite party organisation and it is also mandatory who had been continuous in service for not less than one year under the employer shall be retrenched by the employer but applicant is never worked as per provision of section 25 F because he never worked in opposite party organisation hence there is no any question of get benefits under section 25 F of ID Act.

It is also mandatory in ID Act for retrenchment that has been given in above provision which is mentioned by me that he employee, the definition of employee is given in ID Act under section 25 G as:

5G. Procedure for retrenchment

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

In view of the above discussion, it is clear that the applicant worked only as a **temporary employee** for a limited period and that his appointment was not made in accordance with the prescribed recruitment procedure of the bank.

The applicant has also failed to produce any appointment letter, interview letter, or waiting list showing that he was selected for permanent employment in the respondent bank.

Accordingly, the applicant has failed to establish his claim.

In view of the foregoing discussion and in the given circumstance the reference stands disposed of as Nil award.

Reference is answered accordingly.

Parties are left to bear their respective costs.

Date: 05.02.2026

RAJENDRA PRASAD SRIVASTAVA , Presiding Officer

नई दिल्ली, 18 मई, 2026

का.आ. 968.—औद्योगिक विवाद अधिनियम 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार भारतीय स्टेट बैंक के प्रबंधतत्र, संबद्ध नियोजकों और उनके कर्मकारों के बीच अनुबंध में निर्दिष्ट .औद्योगिक विवाद में केन्द्रीय सरकार . औद्योगिक अधिकरण/श्रम न्यायालय कानपुर के पंचाट **(73/2015)** प्रकाशित करती

[सं. एल –12012/88/2015-आईआर बी-I)]

सलोनी, उप निदेशक

New Delhi, the 18th May, 2026

S.O. 968.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. 73/2015*)* of the *Cent.Govt.Indus.Tribunal-cum-Labour Court Kanpur* as shown in the Annexure, in the industrial dispute between the management of State Bank of India and their workmen.

[No. L-12012/88/2015- IR(B-I)]

SALONI, Dy. Director

ANNEXURE

THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, KANPUR

ID Case No. 73 of 2015

Present Shri Rajendra Prasad Srivastava, H.J.S. (Retd.)

Shri Ram Kumar

S/o Shri Ashok Kumar

Behind Kachchi Basti, Juhi Parampurwa

Kanpur (U.P.)- 208014.

…….Workman

Vs.

1. The Assi. – General Manager,

   State Bank of India, Zonal Office, Mall Road,

   Kanpur.

2. The Branch Manager, State Bank of India, Vinoba Nagar,

   Kanpur (U.P.)- 208014.

……..Management

(JUDGMENT)

(Passed on this 05th day of February, 2026)

As per reference letter dated 21/09/2015 by the Government of India, Ministry of Labour, New Delhi, the reference has been made to this Tribunal under Section-10 of Industrial Disputes Act, 1947 (in short the 'Act') as per Notification No. L-12012/88/2015 (IR(B-I) dt. 21.09.2015. The dispute under reference relates to:

> *"Whether the action of the management of State Bank of India in termination the services of Shri Ram Kumar S/o Shri Ashok Kumar, workman, with effect from 01.01.2015 is just fair & Legal? If not, what relief the workman concerned is entitled to?"*

Claimants/workmen Shri Ashok Kumar (hereinafter stated as the claimant) has filed the statement of claim with averments which may be concisely stated as hereunder:

1. The applicant was appointed as a sweeper cum peon in the respondent establishment, M/s State Bank of India, Vinoba Nagar, Kanpur, in March 2007.

2. The applicant would arrive at the branch at 8 a.m., collect the keys from the branch manager, open the bank, and perform the cleaning duties.

3. He would complete the cleaning duties by 10 a.m., the opening time of the bank.

4. After the arrival of the staff at 10 a.m., when the bank began work, he would be assigned the duties of a peon.

5. He would perform whatever the manager asked him to do.

6. His work in the bank was to clean the table, provide water by carrying it from outside, and keep the vouchers safe from this counter to that counter. He handled checks, vouchers, withdrawal forms, and similar tasks at the counter.

7. He would go to the main branch on Mall Road with mail and bring it back from there. Sometimes he would also have to deliver it to the post office.

8. Applications were requested at the time of the applicant's recruitment, and interviews were conducted by a team of two officers. The appointment was made only after approval from the Assistant General Manager, Region 7.

9. Until December 31, 2014, the applicant worked continuously without interruption. He was trusted by all staff due to his uninterrupted performance.

10. On January 1, 2015, when he arrived at the bank for duty in the morning, he found that two people had been hired in his place. The work he used to do alone was being done by two people at a higher salary. The branch manager informed him that he was no longer needed and that he did not need to come to work as they had hired two other people.

11. The applicant continued to go to work for a week with the expectation that he would be retained, but he was not.

12. The above actions of the respondent party are a glaring example of unfair, illegal, unjust, and malicious labour practices.

13. Therefore, it is requested that the Award grant the following relief:

a. The termination order dated 01.01.2015 be declared invalid.

b. An order for reinstatement with continuity of service is passed.

c. Compensation for salary and other financial losses incurred during the period of unemployment is granted.

d. The costs of litigation are also awarded for unnecessary litigation.

Respondent had submitted the written statement with averments which may be summarized as stated below:

1. It is pointed out here that to abuse and misuse of provisions of Industrial Disputes Act, 1947 instant claim has been filed by the claimant as well as to create illegal pressure upon the bank's management Assistant General Manager State Bank of India, Kanpur has deliberately been made opposite party no. 1 in the present matter whereas applicant never worked in any capacity in aforesaid office.

2. It is worth mentioning here that in opposite party bank there is a prescribed procedure of appointment in subordinate cadre and applicant never faced said procedure hence his demand is without basis thus liable to be rejected by the Hon'ble presiding officer.

3. It is added here that there was no relationship of employer and employee between the rival parties hence question of termination w.e.f. 01/01/2015 is far from truth and matter is deserved to be dismissed forthwith.

4. It is further asserted to enrich our contentions that for sweeping, watching and dusting purpose, an agreement was entered into between State Bank of India and All India State bank of India Staff Federation and in the light of said agreement outsourcing services were/are being availed for sweeping purpose in opposite party no. 2.

5. It is specific to mention here that applicant was engaged as casual labour to fulfill urgent need of the branch by the then branch manager of Vinoba Nagar, Kanpur. Moreover it is necessary to submit here that branch manager has no authority/power to engage any person without seeking approval of the controlling authority. Actually he was working as canteen boy at State Bank of India Subzi Mandi branch, Kanpur at the relevant point of time & wages were paid by the Local Implementation Committee run at referred branch. Moreover it is stated here that reference it bad in the eyes of law.

6. The contents of paragraph no. 1 to 4 of the claim in question are totally wrong hence categorically denied by the defendant bank.

7. In response to pleas narrated in paragraph no. 5 of the claim in question, it is submitted here that he was casual labour engaged on urgent need of the branch by the then branch manager and thereafter agreed remuneration was paid to him.

8. The version of the applicant put in paragraph no. 6 & 7 of the claim in question regarding doing various work are not admitted by the opposite party bank except he was engaged for sweeping purpose as well as to collect water from outside the branch.

9. The facts placed in paragraph no. 9 & 10 of the claim in question are found to be baseless hence not admitted by the defendant bank. It is settled law of land that services of appointed person can be terminated since applicant did not face procedure of appointment in sub ordinate cadre hence question of alleged termination w.e.f. 01/01/2015 does not arise at all. Moreover it is asserted here that allegations leveled to engage two persons in place of applicant are without basis and have only been raised to get sympathy of the Hon'ble court which are liable to be overlooked.

10. The contentions of the claimant made in paragraph no. 11 & 12 of the claim in question are unfounded as well as have no force of law. It is established position of law that burden of proof lies on claimant but applicant did not exhaust such burden. Since applicant was not appointed as per procedure hence there is no room for any sympathy by the Hon'ble Court.

11. It is therefore respectfully prayed that in the light of given true facts negative award may be passed by the Hon'ble Court against the applicant union & in favour of opposite party bank.

After filing of above written statement filed by opposite party, rejoinder is also filed by applicant. In rejoinder, the applicant denied the averments of the written statement are stated as:

1. The statements made in Paragraph 1 of the Respondent Bank's written statement are rejected as being false and untrue. The Respondent Bank has flagrantly violated the Industrial Disputes Act. The bilateral agreement, the Shastri Award, only recognizes four types of workers in the bank, as follows:

(a) Permanent Employees

(b) Probationary Employees

(c) Temporary Employees

(d) Part-time Employees

There are no other workers in the bank other than these four types. The applicant worker has worked continuously from March 2007 to January 1, 2015.

2. The statements made in Paragraph 2 of the Respondent Bank's written statement are not acceptable. There is no rule in the bank for the recruitment of Class IV workers.

3. The facts stated in Paragraph 3 of the Respondent Bank's preliminary objection are rejected as being false and untrue.

4. It is admitted in Paragraph 4 of the written statement of the respondent bank that the applicant used to do cleaning work after coming in the morning and later on, when the bank opened, he used to do all the Class IV jobs.

5. The statement made in Paragraph 5 of the Defendant Bank's written statement is not acceptable. The Branch Manager can only hire a worker with the recommendation of the Assistant General Manager and also pay his salary. Other statements are not acceptable.

6. The statement made in Paragraph 6 of the Defendant Bank's written statement regarding merit is unacceptable. The applicant used to arrive in the morning and clean the branch and perform other tasks when the branch opened.

7. The statements made in Paragraphs 7 and 8 of the Defendant Bank's written statement as they are made are not acceptable. He worked from March 2007 to 01.01.2015.

8. The statements made in Paragraphs 9 and 10 of the Defendant Bank's written statement as written are not acceptable. The true fact is that the plaintiff worker worked continuously and worked for more than 240 days per year, hence he is entitled to permanent employment.

9. The statements made by the respondent bank in paragraph 11 and the application are not acceptable. As stated, all the records are in the possession of the respondent and should be brought to the court.

10. The facts stated in the claim statement are re-established.

After that applicant filed some documents which is read as under:

1. Application for payment submitted by the claimant.
2. Copy of the payment made to the claimant and bank statement.

As per reference the main question is whether the action of the management of State Bank of India in termination the services of Shri Ram Kumar S/o Shri Ashok Kumar, workman, with effect from 01.01.2015 is just fair & Legal? If not, what relief the workman concerned is entitled to?"

As per claim statement requested by applicant that he was appointed in March, 2007 as a Sweeper cum Peon, his work is cleaning before 10 am and after 10 am he work as Peon and other works which is said by Manager. He worked till 31.12.2014.

In reply of that bank said there is prescribed procedure of appointment in subordinate cadre, applicant never face any procedure, applicant was engaged as casual labour to fulfil urgent need of the branch. Actually, he was working as Canteen Boy.

After perusal of documents of applicant which is filed by him from paper number 12/1 to 12/70. It reveals that applicant is work cleaning work in so many months and payment was received at different rates in different months. Some payment was done through online also establish but he work as employee because bank in our written statement stated that he is not employee of bank, he worked only when a need of work of the bank, his services was taken up.

Applicant said that he till worked 31.12.2014, his documents is also shows that in every month he done worked on fixed rate and so many months he had worked as cleaning work with different rates and bank is paid to him.

No any documentary evidence is filed by applicant that shows he is employee of said bank as appointment letter, interview letter and salary certificate etc. In bank there is a procedure of appointment of any staff.

Hence, it is not established that applicant is employee of above bank, he worked only as cleaning and other work in said bank and get some remuneration in lieu of that work.

Because, it is not established that he is not employee of said bank, then there is no any question of reinstatement.

But it is establish that he worked cleaning and other work of said bank and get remuneration in so many months, hence it is justified to give him a compensatory amount lump sum.

In view of the facts and circumstances, in the interest of justice, opposite party is paid to a lump sum compensatory amount of Rupees Twenty Five Thousand in lieu of his all claim. Opposite party is also directed that he is pay to applicant within three months from the date of the publication of award, if he is fail to pay the applicant then he is also give him Seven per cent interest of said amount yearly.

In view of the foregoing discussion and in the given circumstance the reference stands disposed of.

Reference is answered accordingly.

Parties are left to bear their respective costs.

Date: 05.02.2026

RAJENDRA PRASAD SRIVASTAVA , Presiding Officer

नई दिल्ली, 18 मई, 2026

का.आ. 969.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार बैंक ऑफ इंडिया के प्रबंधतत्र, संबद्ध नियोजको और उनके कर्मकारो के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय कानपुर के पंचाट **(17/2006)** प्रकाशित करती है

[सं. एल –12012/115/2005-आईआर बी-II)]

सलोनी, उप निदेशक

New Delhi, the 18th May, 2026

S.O. 969.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. 17/2006*)* of the *Cent.Govt.Indus.Tribunal-cum-Labour Court Kanpur* as shown in the Annexure, in the industrial dispute between the management of Bank of India and their workmen.

[No. L-12012/115/2005- IR(B-II)]

SALONI, Dy. Director

ANNEXURE

THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, KANPUR

ID Case No. 17 of 2006

Present Shri Rajendra Prasad Srivastava, H.J.S. (Retd.)

Shri Raj Kumar Tewari

S/o Shri Shivendra Tewari,

10/74, Khalasi Lines

Kanpur (U.P.)-

…….Workman

Vs.

The General Manager,

Bank of India,

Zonal Office, 15/54 'B' Virendra Smriti

Complex, Civil Lines

Kanpur (U.P.)-1

……..Management

(JUDGMENT)

(Passed on this 6th day of February, 2026)

As per reference letter dated 23/02/2006 by the Government of India, Ministry of Labour, New Delhi, the reference has been made to this Tribunal under Section-10 of Industrial Disputes Act, 1947 (in short the 'Act') as per Notification No. L-12012/115/2005 (IR(B-II) dt. 23.02.2006. The dispute under reference relates to:

> *"Whether the claim of Shri Raj Kumar Tewari that he was engaged by the management of Bank of India as a temporary sepoy during the period from July, 1992 to December 2004 is correct? If so whether the action of the management of Bank of India, Kanpur in terminating him from service and refusing to employ him as (Sepoy)/Casual Labour w.e.f. December, 2004 is legal and justified? If not to what relief the disputant concerned is entitled to? "*

Claimants/workmen Shri Raj Kumar Tewari (hereinafter stated as the claimant) has filed the statement of claim with averments which may be concisely stated as hereunder:

1. The Applicant Sri Raj Kumar Tewari was resident of 10/74 Khalasi Lines, Kanpur. Now he is residing at Plot No 25, Yogendra Vihar, Naubasta, Kanpur.

2. The educational qualifications of the applicant is High School pass.

3. Due to poor economic conditions of his family the Applicant had to search for employment. That in search of employment the Applicant approached the Manager, Bank of India (here-in-after referred to as the Bank), Meston Road Branch, Kanpur. That the Manager of that Branch was pleased to appoint the Applicant as Tempo-rary Sepoy as from July 1992. In this Bank peons are called Sepoys.

4. The Applicant was required to perform the duties of a Sepoy for more than the prescribed hours of work of a Sepoy i.e. seven and half hours on week days and four and half hours on Saturdays, the Applicant initially was paid Rs. 20/-per day excluding Sundays and Holidays. From 1996 to 2000 the Applicant was paid Rs.1,000/- per month. The payment vouchers were made in the name of the Manager who used to make payment to me. From the year 2000 the payments were made on weekly basis Rs. 40/- per day which amount was gradually raised to Rs.80/- per day. These vouchers were also made as re-imbursement to Manager. These vouchers were given to the Applicant to receive pay-ments from the Cash Department where the payment cashier insisted for the signature of the Applicant and the Applicant used to put his signature on the vouchers to receive payments. That from July 2004 the Manager again started taking payments of vouchers and making payments to the Applicant.

5. By taking more than the prescribed hours of work from the Applicant but not paying the prescribed salary of a Sepoy to the Applicant, the Bank induldged in unfair labour practice as defined under Section 2(ra) of the I.D. Act., 1947.

6. The Applicant continuously worked as temporary Sepoy from July 1992 uptil 4.12.2004 when the Manager of Meston Road Branch, Kanpur of the Bank abruptly terminated the services of the Applicant without assigning any reason and without payment of notice pay and retrenchment compensation. That by doing so the Bank committed breach of Section 25 F of the I.D. Act.. 1947.

7. Though the Bank terminated the services of the Applicant, the Applicant prayed the Manager that he may be continued in employment of the Bank but in vain.

8. The Applicant raised an industrial dispute before the Asst. Labour Commissioner (C), Kanpur. Before the said authority the Bank stated that the Applicant was never appointed by the Bank as Temporary Sepoy.

9. The action of the Bank in terminating the services of the Applicant is illegal and unjustified on the following grounds:-

   (i) The Applicant continuously worked from July 1992 uptil 4.12.2004. As the Bank terminated his services and neither advised the reason for termination nor paid notice pay and retrenchment compensation, the Bank committed breach of Section 25F of the I.D Act.. 1947. Therefore the Applicant is entitled to re-instatement with full back wages.

   (ii) In terms of paragraph 20.7 of the Bi-partite Settlement dated 19.10.1966 the Bank can employ a temporary hand for a period not exceeding 90 days. Since the Bank kept the Applicant in temporary employment from July 1992 uptil 4.11.2004, the Bank has also committed breach of

paragraph 20.8 of the Bipartite Settlement dated 19.10.1966 due to which the Applicant is not only entitled to re-instatement, he is also entitled to absorption in permanent service of the Bank because his suitability for the post of Sepoy stands proved and because there is a post and need of a regular Sepoy.

10. It is, therefore, respectfully prayed that this Hon'ble Tribunal may kindly adjudicate over the industrial dispute referred to this Hon'ble Tribunal and may be pleased to hold that the Applicant Raj Kumar Tewari was engaged by the management of Bank of India as a Temporary Sepoy during the period from July 1992 to 4.12.2004. This Hon'ble Tribunal may further be pleased to hold that the action of the management of Bank of India, Kanpur in terminating him from service and refusing to employ him as Sepoy w.e.f. from 5.12.2004 is illegal and unjustified. In relief this Hon'ble Tribunal may order (i) re-instatement of the Applicant with full back wages (ii) absorption of the Applicant in permanent service of the Bank and (iii) Payment to the Applicant the prescribed salary of Sepoy for the period of his temporary employment from July 1992 uptil 4.12.2004. Any other relief deemed fit and appropriate may also be awarded to the Applicant.

Respondent had submitted the written statement with averments which may be summarized as stated below:

1. The applicant had filed his case before the A.L.C.(C) Kanpur against the Manager, Meston Road Branch of Bank of India. The reference has been made in the name of the General Manager, Bank of India Zonal Office Kanpur As such the reference order is bad in law, without jurisdiction and is liable to be dismissed in limine.

   It is also submitted that there is no General Manager, in Zonal Office Kanpur as such the reference order is bad in law, misconceived without jurisdiction and un-adjudicable therefore the same is liable to be dismissed.

2. It is also submitted that the opposite party Bank is a public sector organization and it has to strictly follow the Rules, regulation and guidelines issued by the Government. The appointment in the bank is made as per rules. If any post falls vacant, the bank invites names of suitable candidates as per criteria prescribed from the employment exchange. After scrutiny, a interview is held by a selection committee and selected candidate is issued a appointment letter by the competent authority. The applicant has never been sponsored by the employment exchange and he has never been appointed and no appointment letter has ever been issued to the applicant. Therefore he is not a workmen as defined in section 2 (s) of the Industrial bad in law and Disputes Act 1947. The reference order is, therefore, misconceived and without jurisdiction as such is liable to be dismissed on merit.

3. The contents of paragraph No. 4 of the statement of claim are vague, baseless and misconceived hence not admitted. The applicant is put to strict proof of his contentions. It is emphatically denied that the Branch Manager, Bank of India. Meston Road, Kanpur appointed the applicant as sepoy or in any capacity. It is submitted that the Branch Manager has no power or authority to appoint any Therefore the question of appointment of the applicant does not arise at person all.

4. The contents of para No 5 of the statement of claim are wrong, baseless and misconceived hence not admitted. The applicant was not appointed by the bank therefore the applicant is not a workmen as defined in section 2 (s) of the Industrial Disputes Act 1947.

5. The contents of paragraph No 7 of the statement of claim are wrong, baseless and misconceived hence denied. In reply it is submitted that the applicant was never appointed as sepoy as such the question of performing duties of sepoy from 9.30 A.M. to till 7/7.30 P.M. does not arise at all.

6. The contents of para No 9 of the statement of claim are wrong, baseless and misconceived hence denied. It is denied that the applicant has performed the duties of sepoy. It is submitted that Bank has its own sufficient permanent staff to work and there is no post of sub staff vacant in the Meston Road Branch. However whenever any casual intermittent nature of Labour Job arises the Branch Manager gets it done from any Labour available in the market on daily labour charge basis. Such persons are engaged in the morning and his services comes to an end in the evening and are paid on day to day basis. Such persons are not the employees of the bank and they are free to work anywhere. The bank has no disciplinary control over such persons and no rule of the bank is applicable on such persons. Such persons are not employees of the bank as such no attendance of such person is marked and no service records of such persons are maintained.

7. The payment were made to such casual Labour by the Branch Manager in his personal capacity and he was getting the reimbursement of such payments. It is submitted that such payments were made to various Labors. The applicant might have worked whenever any highly intermittent casual nature of labour work arised and he was paid on fixed daily rate basis. No amount of wages are due to him. The applicant has not worked continuously and he has not worked 240 days in any 12 consecutive months or in any calendar year. The branch manager was receiving the reimbursements by signing at the reverse of the vouchers. It is submitted that there was no requirement of obtaining the signatures of the casual Labour at the reverse of the vouchers.

8. The contents of para No 14 of the statement of claim are wrong, baseless an misconceived hence denied. It is submitted that the bank has never appointed the applicant as sepoy or on any post what so ever therefore the question of payment of prescribed salary does not arise at all. It is emphatically denied that bank has indulged in any unfair Labour Practice.

9. The contents of para No 11 of the statement of claim are wrong and misconceived hence not admitted. It is submitted that the applicant was never appointed on the post of sepoy or on any other post therefore the question of continuously working on the post and termination does not arise. The applicant is put to strict proof of his contention. It is further submitted that the bank has not committed any breach of section 25 F of the Industrial Disputes Act 1947.

10. It is again submitted that the bank has never appointed the applicant on any post therefore the question of his termination does not arise. It is also submitted that the applicant might have been engaged on different occasions i.e. as and when any intermittent casual nature of job arose at the branch.

11. It is submitted that a person who had not gone through the selection process and had not been selected and appointed in accordance with the prescribed rules has no right or lien of post. Such person cannot be thrust upon the bank. The applicant have never gone through the selection process and had never been selected as such the applicant has no right to post hence he cannot be appointed or given service in the bank.

12. The contents of paragraph No. 17 of the statement of claim are wrong and misconceived hence not admitted. It is submitted that the applicant has never been subjected to selection process. He has never been appointed on any post what so ever therefore the question of his termination does not arise. It is submitted that the applicant is not entitled to reinstatement or any relief what so ever and the claim is liable to be dismissed.

13. In view of the facts and circumstances stated in the preceding paragraphs the claimant is not entitled to any relief what so ever and the claim is liable to be dismissed.

14. It is, therefore, humbly prayed that the Hon'ble Tribunal be pleased to hold that the action of the bank is just, proper and legal and the claimant is not entitled to any relief what so ever and the award be kindly passed accordingly.

After that applicant filed some documents which is read as under:

- Photocopies of vouchers numbering 49.
- Photocopies of Peon Book numbering 31 pages.

In rebuttal respondent filed some documents which is read as under:

1. Voucher dated 10.07.2004
2. Voucher dated 24.07.2004
3. Voucher dated 31.07.2004
4. Voucher dated 07.08.2004
5. Voucher dated 21.08.2004
6. Voucher dated 28.08.2004
7. Voucher dated 11.09.2004
8. Voucher dated 18.09.2004
9. Voucher dated 25.09.2004
10. Voucher dated 09.10.2004
11. Voucher dated 11.10.2004
12. Voucher dated 16.10.2004
13. Voucher dated 23.10.2004

As per reference the main question is whether the claim of Shri Raj Kumar Tewari that he was engaged by the management of Bank of India as a temporary sepoy during the period from July, 1992 to December 2004 is correct? If so whether the action of the management of Bank of India, Kanpur in terminating him from service and refusing to employ him as (Sepoy)/Casual Labour w.e.f. December, 2004 is legal and justified? If not to what relief the disputant concerned is entitled to?

Claimant filed our claim statement and requested that in search of employment being approached the Manager, Bank of India, and Manager of that Branch was pleased to appoint the Applicant as Temporary Sepoy as from July, 1992. It

comes in the category of workman as defined under section 2(s) of the I.D. Act., 1947. The applicant initially paid Rs. 20 per day excluding Sunday and Holiday. From 1996 to 2000 the applicant was paid Rs. 1000/- per month. The payment vouchers were made in the name of the Manager. From the year 2000 the payments were made on weekly basis Rs. 40/- per day which amount was gradually raised to Rs. 80/- per day. These vouchers were given to the applicant to receive payments from the Cash Department. He continuously worked as temporary Sepoy from July, 1992 uptil 04.12.2004. The bank terminated the services of applicant.

Against that opposite party in our written statement said that there is a appointment procedure, the applicant has never been sponsored by the employment exchange and he has never been appointed and no appointment letter has been issued to the applicant. Branch Manager has no power or authority to appoint any person. Applicant was never appointed as Sepoy as such the question of performing duties as stated in claim statement. Bank has its own sufficient permanent staff to work and there is no post of sub staff vacant in the Meston Road Branch. Whenever any casual intermittent nature of Labour Job arises the Branch Manager gets it done from any Labour available in the market on daily labour charge basis. Applicant is not employee of the bank.

Now the main question whether the applicant is employee of opposite party organization as stated by him in our claim statement, to decide this question the evidence of the parties are important. Applicant in our support of claim statement filed by paper number 7 which is read as under:

1. Photocopies of vouchers numbering 49.
2. Photocopies of Peon Book numbering 31 pages.

And opposite party filed by paper number 9 which is read as under:

14. Voucher dated 10.07.2004
15. Voucher dated 24.07.2004
16. Voucher dated 31.07.2004
17. Voucher dated 07.08.2004
18. Voucher dated 21.08.2004
19. Voucher dated 28.08.2004
20. Voucher dated 11.09.2004
21. Voucher dated 18.09.2004
22. Voucher dated 25.09.2004
23. Voucher dated 09.10.2004
24. Voucher dated 11.10.2004
25. Voucher dated 16.10.2004
26. Voucher dated 23.10.2004

In Chief examination applicant said that I was appointed at the Bank of India, Meston Road branch, by the Branch Manager in 1992. They assigned me all the duties typically performed by a peon—such as lifting and shelving ledgers. I was required to work at the bank from 8:00 or 9:00 AM until the branch closed for the day. From 1992 to 1996, I was paid ₹20 per day; subsequently, from 1996 until around the year 2000, I received a monthly remuneration of ₹1,000. After 2000, my daily wage was revised to ₹40. Eventually, however, I was informed that my services would no longer be required at the bank. Throughout this entire period, I had worked at the branch continuously, without taking a single day of leave. In his cross-examination applicant stated that No advertisement regarding my appointment ever appeared in any newspaper. The Manager summoned me, and my appointment was made at his behest. It is incorrect to assert that the Manager occasionally performed the duties of a casual laborer whenever the need arose. It is incorrect to claim that I have never worked continuously for 240 days in any given year. It is incorrect to state that the Bank Manager paid my salary out of his own funds and subsequently reimbursed himself from the bank; rather, we were paid via vouchers.

It is incorrect to claim that my brother's generator is still installed at the bank. No advertisement regarding my appointment ever appeared in any newspaper. The Manager summoned me, and my appointment was made at his behest. It is incorrect to assert that the Manager occasionally performed the duties of a casual laborer whenever the need arose. It is incorrect to claim that I have never worked continuously for 240 days in any given year. It is incorrect to state that the Bank Manager paid my salary out of his own funds and subsequently reimbursed himself from the bank; I was paid via vouchers.

It is incorrect to claim that my brother's generator is still installed at the bank. It is incorrect to assert that I continued to frequent the bank solely because my brother's generator was installed there.

And in the chief examination of witness Shatkratu Bajpai is that the applicant, Raj Kumar Tiwari, claims that he was appointed to the post of Temporary Peon at the Bank of India, Meston Road Branch, Kanpur, in July 1992, and was dismissed from the Bank in December 2004 after having worked until that time; this claim is entirely false and baseless. The Bank has a specific recruitment procedure for the post of Peon, under which—whenever a vacancy arises—the Bank invites nominations through newspapers and the Employment Exchange. Upon receipt of applications, the Bank conducts a written examination and/or interview for the candidates; an appointment letter is issued only to the successful candidate. 5. the documents filed in the Court by the Plaintiff, Raj Kumar Tiwari, along with the list dated 18.10.2006, are forged and fabricated. It is pertinent to note that, occasionally, when the need arises for incidental tasks within the Bank—such as cleaning of the premises, painting and whitewashing, binding of Bank registers and vouchers, etc.—casual laborers are engaged from the open market on a daily wage basis. Their work commences in the morning and automatically concludes in the evening. The payment/wages for such work are disbursed directly to the daily laborers by the Bank's Branch Manager; subsequently, the Bank reimburses the Branch Manager for the said credit/debit vouchers. Since these vouchers bear only the signature of the Branch Manager—and are passed by the Bank's higher authorities for reimbursement to the Manager—they do not, and are not required to, bear the signature of the laborer. Therefore, regarding the vouchers filed by the Plaintiff, Raj Kumar Tiwari, before this Court: the Plaintiff has affixed his own forged signatures to these documents with the specific intent of substantiating his false case before the Court. These signatures are entirely incorrect and fraudulent, as no payment whatsoever was ever disbursed to the Plaintiff, Raj Kumar Tiwari, in respect of the said vouchers.

It is pertinent to note here that the Bank of India, Meston Road Branch, Kanpur, had hired a generator on rent from the plaintiff, Rajkumar Tiwari’s brother, Mahesh Tiwari. For the purpose of its maintenance and to operate the generator in the event of a power outage, Rajkumar Tiwari used to visit the bank regularly alongside his brother, Mahesh Tiwari, and would sit there. At the behest of Mahesh Tiwari, Rajkumar Tiwari may have occasionally been engaged to perform casual labor duties whenever the need arose, for which due payment was made. The plaintiff never worked continuously for 240 days, nor was there any requirement within the bank for the plaintiff's services. The bank had three Class IV employees appointed: one Sepoy/Peon, one Daftari, and one Sanitation Worker. The original records pertaining to the generator contract of the plaintiff's brother, Mahesh Tiwari, have been filed as Annexures 1 through 13, accompanying this affidavit.

It is noteworthy that the plaintiff, while visiting the bank in the company of his brother, somehow managed to affix his signatures on the reverse side of the said vouchers; he now seeks to derive undue benefit by submitting these vouchers before the Court. An examination of the plaintiff's signatures on these vouchers clearly reveals that they were executed on the same day, using the same pen, and at the same location. The original vouchers are not available at the bank. The plaintiff has either stolen the original vouchers for his own benefit or, having fraudulently affixed his signatures to them, has concealed them somewhere, as they are currently untraceable within the bank's records.

It is submitted that a master-servant relationship has never existed between the Plaintiff and the Bank. The Plaintiff may have occasionally been engaged on a daily-wage basis, whenever the need arose, at the behest of his brother. No records regarding casual labor are maintained by the Bank. Payments for casual work are disbursed by the Manager, who subsequently seeks and obtains reimbursement for the same. The Plaintiff has fraudulently affixed retrospective signatures on vouchers—with the sole objective of falsely substantiating his claim of having performed work—which are, therefore, invalid. The Plaintiff neither performed any work during the relevant period nor received any payment whatsoever.

It is submitted that, pursuant to the application for issuance of summons filed by the Plaintiff, the Court had ordered a joint inspection of the Bank's records; accordingly, the Plaintiff, accompanied by his representative, did indeed inspect the records at the Bank. The report prepared and submitted by the Plaintiff's representative is fabricated, for two primary reasons: firstly, the said report bears the signature of no Bank official; and secondly, while the Plaintiff's representative conducted the inspection at the Bank on December 2, 2009, the corresponding report was not filed in the Court until August 18, 2010. The Plaintiff has submitted a fabricated report—which is entirely baseless and, therefore, invalid.

In his cross-examination one is required to carry out whatever tasks are assigned by the officers. In our bank, a 'sepoy' is designated as a Class IV employee. The documents filed in the court—specifically those ranging from 7/51 to 7/81—bear neither the signature nor the official seal of any officer; therefore, I cannot attest to whether or not these papers are copies of entries from the 'Peon Book.' The original vouchers pertaining to payments processed by the bank are retained in the bank's custody; however, the witness further stated that any bank employee is entitled to inspect the bank's vouchers. The signatures appearing on the reverse side of the vouchers submitted here by the plaintiff have been forged. These signatures were fabricated subsequent to the theft of the vouchers. Nevertheless, neither I nor the bank has initiated any legal proceedings or filed a First Information Report (FIR) against the plaintiff. We became aware of the disappearance of the vouchers only after the case had been filed in the court. No disciplinary action has currently been taken against the Bank Manager; however, appropriate action may be initiated against him following the court's final verdict.

As per question of employee of the employer applicant filed photocopies of vouchers numbering 49. After perusal of these vouchers it is clear that this is peon delivery book and so many name are mentioned and every column is fill up and in last receiver signature is made. Applicant established from this paper that he is employee and he do work in bank as directed by Manager.

As per question of those documents peon delivery book does not established that he is employee of the said bank because there is procedure of appointment as advertisement, examination/ interview etc. but none any documents is filed by applicant that he face any interview or any examination, he said he searched job and went to approached Bank Manager and he give him job as Sepoy. Against that clearly said by opposite party Bank Manager has no power or no authority to appoint any person. Next another papers were filed 31 pages photocopies of Peon Book Numbering 31 pages, in that some papers was not visible and some papers was visible in above documents and some payments was made by opposite party.

In all above 31 pages behind the applicant signature is found, how signature is made by applicant now this question is arise. When he is not employee of the said bank how he signed on those Peon Book Pages. There is important that applicant Raj Kumar Tewari's Brother Mahesh Tewari supplier of Generator on monthly rent in opposite party bank. Some papers were filed hence it is established that his brother is supplier of Generator on monthly rent and opposite party witness said in our chief upon vouchers signed by manager not signed by any labour. There is process how he signed about that papers and also stated in chief examination that his brother Mahesh Tewari is supplier of Generator i.e. also established by documentary evidence of the opposite party. In chief examination stated that sometimes applicant is came without brother and after need he engaged as a labour and his services was taken in the morning and end in the evening and he paid some wages against that work and after that labour is free he is not any type of control of the said bank.

Applicant filed those documents and management witness also stated in our chief examination which is mentioned above. Asked in cross by applicant about those papers, opposite party management said about those documents as mentioned above by me that any FIR was logged by the then Branch Manager about theft of those vouchers, the answer was given by witness that the case was pending hence no any proceedings initiated against Bank Manager, it may be initiated after judgment. There is no any provision of signature upon behind the vouchers as stated by claim statement by Sepoy. In cross-examination management witness stated that which vouchers was submitted by applicant and signature is made behind that was forged that vouchers was theft and signature is made. No any FIR was logged because case is pending in Labour Court.

Oral examination of applicant is also important as mentioned above, applicant said in our cross-examination there is no any advertisement call him by manager and appointed. No any appointment letter was given, I have no idea about the appointment of Sepoy, hence it is clear that no any appointment letter was issued by any competent authority to applicant. Opposite party said in our written statement that bank has sufficient employee then why we kept applicant to as Sepoy. Upon that applicant said in our cross-examination that it is right, in 1992 there is three sub staff as Daftri, Cash Peon and Sepoy. It is admitted by applicant that there was already in working Sepoy then why the question is arise the appointment of Sepoy. He said that bank is taken permanent work to him also said that is wrong that is never work in continuation of upto 240 days but there is no any documentary evidence is given by applicant that proves he worked 240 days in a calendar year. He said that behind the vouchers my signature was taken but already mentioned above there is no any provision upon voucher signature of applicant. He said that is wrong my brother is doing Generator work and now that is continue and that is also wrong in connection of that Generator I went in bank and made forged signature upon voucher. Applicant denied that is wrong that Generator of my brother is running in bank but against that documentary evidence is filed by bank by paper number 37/7 to onwards. Hence the statement of the applicant is contradictory because there is documentary prove that his brother Generator is running in bank.

As said by applicant in para 4 of the claim statement is that applicant is Temporary Sepoy as from July, 1992 and in para 11 he said continuously work as Temporary Speoy from July, 1992 till 04.12.2004. Hence as per claim statement he worked July, 1992 till 04.12.2004. He admitted he worked as Temporary Sepoy but no any documentary evidence is given that he worked in said bank form July, 1992 uptil 04.12.2004.

Applicant is also said in our claim statement that bank committed breach of section 25-F of the ID Act.

Section 25-F is as follows:

25F. Conditions precedent to retrenchment of workmen

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

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

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

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

As per above provision it is necessary that he must be employee of opposite party organisation and it is also mandatory who had been continuous in service for not less than one year under the employer shall be retrenched by the employer but applicant is never worked as per provision of section 25 F because he never worked in opposite party organisation hence there is no any question of get benefits under section 25 F of ID Act.

In view of the above discussion, it is clear that the applicant worked only as a **temporary employee** for a limited period and that his appointment was not made in accordance with the prescribed recruitment procedure of the bank.

The applicant has also failed to produce any appointment letter, interview letter, or waiting list showing that he was selected for permanent employment in the respondent bank.

Accordingly, the applicant has failed to establish his claim.

In view of the foregoing discussion and in the given circumstance the reference stands disposed of as Nil award.

Reference is answered accordingly.

Parties are left to bear their respective costs.

Date: 06.02.2026

RAJENDRA PRASAD SRIVASTAVA , Presiding Officer

नई दिल्ली, 18 मई, 2026

का.आ. 970.—औद्योगिक विवाद अधिनियम 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार स्टेट बैंक ऑफ बीकानेर एण्ड जयपुर के प्रबंधतत्र, संबद्ध नियोजकों और उनके कर्मकारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय कानपुर के पंचाट **(14/2004)** प्रकाशित करती है

[सं. एल –12012/82/2003-आईआर (बी-I)]

सलोनी, उप निदेशक

New Delhi, the 18th May, 2026

S.O. 970.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. 14/2004*)* of the *Cent.Govt.Indus.Tribunal-cum-Labour Court Kanpur* as shown in the Annexure, in the industrial dispute between the management of State Bank of Bikaner & Jaipur and their workmen.

[No. L-12012/82/2003- IR(B-I)]

SALONI, Dy. Director

ANNEXURE

THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, KANPUR

ID Case No. 14 of 2004

Present Shri Rajendra Prasad Srivastava, H.J.S. (Retd.)

Shri Ved Prakash, S/o Shri Nand Lal Srivastava,

142/10, H.N., Shastri Nagar,

Kanpur (U.P.)

…….Workman

Vs.

1. The General Manager (Operation),

   State Bank of Bikaner & Jaipur,

Head Office, Tilak Marg,

Jaipur.

2. The Branch Manager, State Bank of Bikaner & Jaipur,

122/124, Sarojani Nagar, Kailash Puri, Kanpur (U.P.)- 208012.

……..Management

(JUDGMENT)

(Passed on this 06th day of February, 2026)

As per reference letter dated 20/02/2004 by the Government of India, Ministry of Labour, New Delhi, the reference has been made to this Tribunal under Section-10 of Industrial Disputes Act, 1947 (in short the 'Act') as per Notification No. L-12012/82/2003 (IR(B-I)) dt. 20.02.2004. The dispute under reference relates to:

"क्या स्टेट बैंक आफ बीकानेर एण्ड जयपुर के प्रबन्धक द्वारा कर्मकार श्री वेद प्रकाश को दिनांक 12.4.1983 से निष्कासित करना न्यायोचित है? यदि नहीं, तो सम्बन्धित कर्मकार किस अनुतोष का हकदार हैं?"

Claimant/workman Shri Ved Prakash (hereinafter stated as the claimant) has filed the statement of claim with averments which may be concisely stated as hereunder:

1. The applicant had been appointed as clerk in Kaushalpuri Branch, Kanpur of the opposite party Bank in February 1981 against a permanent post of clerk. The work and conduct of the applicant had been very good and the applicant had never given any chance of complaint to any officer. The applicant Was appointed after proper selection.
2. The applicant had worked up till 11.4.1983. Thereafter the Bank has refused work w.e.f. 12.4.1983 for no rhyme or reason.
3. The action of the Bank in terminating the services and in refusing to give work to the is illegal, arbitrary and malafide.
4. At the time of termination of the services and refusing work there were many juniors working in the Bank. Few names of the juniors are Serveshri Rakesh Kumar Singh, Ram Naresh Singh, Upendra Nath. There-fore the motion of the Bank is illegal in view of Section 25 G of the Industrial Disputes Act 1947.
5. After termination of the services of the applicant the bank has appointed a number of new persons Few names are were appointed after the termination of the applicant are Servashri Anil Khare, D.K. Dulela, Dinesh Chandra Srivastava, Mukesh Chandra, Ashok Misra, Prabhat Seth, Shyam Agarwal, Charu Shukla, Ravi Chandra Shukla , Awdesh Kumar Srivastava, Mridul Nigam, Viparna Bajpai, Girish Bajpai, Narendra Kumar Bajpai, Poonam Saxena, P.K. Sinha, Veena Srivastava, Mohini Singh, Kalawati Joshi and Usha Pendey etc. But the bank has not given any chance to the applicant. The action of the bank is therefore against the provision of Section 25 H of the Industrial Disputes Act 1947 as such is illegal and unjust.
6. The applicant met various time to the officers of the opposite party bank and requested them to provide work to the applicant but the just and legitimate request of the applicant has not been accepted by the opposite party.
7. Seeing no other way the applicant requested the union to take up the matter with the opposite party bank, and to take suitable legal steps so that the applicant may get justice in the matter.
8. Shri V.M. Shekheri, President, UP. Bank Employees' Federation took up the matter with the opposite party Bank in the year 1983. The employer first assured to take the applicant back in the service but linger on the matters as such Shri V. N. Shekheri ultimately filed applicant's case before the Assistant Labour Commissioner (C)Kanpur along-with certain other similarly terminated employees in the year 1994. The Assistant Labour Commissioner (C) Kanpur took up the matter in the conciliation as I.D. Case No. 7-(1-175-2843-30 of 86-E-2 and after due proceedings submitted failure report to the Ministry of Labour, Government of Indie, New Delhi. The Ministry, however, refused to refer the dispute for adjudication Vide order No. L-12012/671/86-D2(A) dated 1.7.1997.
9. The union submitted a number of representations to the Ministry of Labour Government of India but all in Vain.
10. Seeing no way the union filed a civil Misc. Writ Petition in the Hon'ble High Court of Judicature at Allahabad which was numbered as C.M.W.P. 45884 of 1992 in which order of the Government refusing to refer the dispute of the applicant was challenged along with some other orders refusing to refer the dispute of some other similar employees.

11. The Hon'ble High Court after hearing the petition decided favour of the applicant. In the meantime Shri V.N. Shekheri died and the applicant was not informed shout the development of the case. However the applicant obtained the copy of the judgement of the Hon'ble High Court and submitted the matter to the Assistant Labour Commissioner (C) Kanpur who submitted his report to the Government of India who in term referred the present dispute to this Hon'ble Court for adjudication.

12. The termination of the applicant is retrenchment. The employer has not paid notice pay and retrenchment compensation to the applicants as such the termination of the applicant is illegal and unjust.

13. The employer section is also illegal and unjust in view of Section 25 G and H of the Industrial Disputes Act 1947 since Juniors were retained in the service and new hands have been appointed.

14. The action of the employer is illegal, unjust and arbritrary by all means. The applicant is entitled to be reinstated with continuity of service and full back wages and other benefits.

15. It is, therefore, respect fully prayed that the Hon'ble Court be pleased to award the following relief to the applicant.

    (i) The applicant be reinstated with continuity of service add full back Wages.

    (ii) All other benefits be also awarded to the applicant.

    (iii) Suitable cost be also awarded to the applicant.

Respondent had submitted the written statement with averments which may be summarized as stated below:

1. At the very out-set it is submitted that the reference itself is illegal and beyond the pre-scribed time as fixed by the Hon'ble High Court of Judicature at Allahabad.

2. From the perusal of the judgement of the Hon'ble High Court passed in Civil Misc. Writ Petition No.45884 of 1992 passed on 12.03.1999 it emerges that the Hon'ble High Court had passed inter-alia, the following order :-

   "Let a mandamus do issue accordingly. In case reference is sought by individual workman once again within a period of two months from the date of certified copy of this order is obtained by the workman, Appellate Authority. Under Section 10 to reconsider the said question once again within a period of one month from the date of raising such dispute case."

   Thus it is clear that the submission of the reference by the individual workman within two months from the date certified copy of the order is obtained by the Union was a sign-qua non. The order of the Hon'ble High Court nowhere directs that the reference can be sought within two months from the date of knowledge by the individual workman. The individual work-man is represented by U.P. Bank Employees Federation and none of the interested workman could take a plea that he/she does not/did not have the knowledge of the order passed by the Hon'ble High Court dated 12.03.1999. Assuming without admitting the contents of the workman from the bare perusal of the certified copy of the Hon'ble High Court it is evidently clear that the said application for the certified copy was applied on 12.10.2000 and was ready on 16.10.2000. It is further clear that the said certified copy was secured by the petitioner on 17.10.2000. Be it so, even assuming without admitting, at the most or at the worst the petitioner could have filed the petition within two months thereafter i.e. up till 16.12 2000, but the reference before the Asstt. Labour Commissioner Central has been made only on 29.12 2000 i.e much after the period of two months. The petitioner had/has no right to reagitate the matter before this Hon'ble Court as she has not app-lied within time fixed by the Hon'ble High Court nor any condonation has been sought by the petitioner from the Hon'ble High Court. The petitioner is not entitled to rake-up the issue now at this juncture.

3. Secondly, it is specifically mentioned that it is not a case of termination of service nor a case of retrenchment nor a case of unfair labour practices engisaged Under Section 2 (ra) of Industrial Dispute Act.

4. The contents of para 1 of the petition are wrong and denied. It is submitted that Ved Prakash was employed in the Kaushalpuri Branch of State Bank of Bikaner and Jaipur on purely temporary basis for a period from 22.01.1983 to 11.04.1983. His of services stood ceased as a result of non-renewal contract of employment between the Employer and Workman and his employment ceased on the expiry of the fixed period.

5. Manager did never at any time terminate his services nor retrenched him but his services were purely temporary and fixed time services. The letter of appointment-cum-termination was issued to the Employee workman. He accepted the contract knowing fully well the consequence of the fixed term, contract and on the expiry of period of 80 days since the contract was not renewed by the Management, it ceased and automatically and his services came to end.

6. The workman did never worked for 240 days in the year. As once time opportunity, the bank has issued the news for publication in the various News-paper in the year 1987 even the personal letter was issued to the workman Ved Prakash but he did not apply for the appointment. It is pertinent to mention that Ved Prakash did not have the sufficient qualifications to have absolved by the Recruitment, Board. He was appointed purely as stop gap arrangement on the permanent employees having taken the leave and on the expiration of period of contract it ceased automatically. He has never been terminated and retrenched at any time but his services has ceased by nonrenewal of the contract of the employment.

7. Section 25(H) of the Industrial Dispute Act has no application in the matter. The job of the petitioner was purely contractual. He had accepted the terms of his job with open eyes knowing fully well. The consequences. He is now estopped challenging it at this stage. He was never appointed against the regular vacancy nor he has ever worked against the regular permanent vacancy of post. It is asserted that one time opportunity was given to all the employees in the year 1987 to absolve and permanent service of the bank to all those ex-workman, who had worked in the temporary basis in the bank by giving advertisement in all leading Hindi and English News-paper in the country which was published on 6.7.87 in Hindustan Times, Recruitment proceedings laid down by the Bank were followed and the permanent service those ex-workman who had applied on the prescribed format within the time fixed therein.

8. It is therefore, most respectfully prayed that the petition be dismissed in the interest of justice.

After that respondent filed some documents which is read as under:

1. Copy of letter dated 28/03/2018 sent under provisions of RTI Act by the Bank.
2. Copy of information dated 13/04/2018 received from BIC, Kanpur.
3. Attested copy of bank's letter dated 11 June, 2018.
4. Attested copy of letter dated 20 July, 2018 sent by BIC Limited.

After perusal of record it is mentioned to important here that on dated 24.01.2012 case is decided and held that claimant is not entitled to any relief pursuant to the present claim petition and reference is answered against him and in favour of the management.

A recall application is moved by applicant by hearing of both parties on date 29.10.2013 that award is record and further case was fixed argument, in between one application is moved by applicant on date 29.08.2016 to permit the file evidence, mentioning our illness. On date 19.04.2023 my predecessor is order is read as under:

Claimant side is absent on repeated loud calls.

> *A.R. of O.P. side appears, O.P. side submits that the documents procured by O.P. by lawful means show that the claimant was engaged in the erstwhile British India Corporation Ltd. as its permanent employee. It is submitted by O.P. side that till now claimant side has not repeated the truthfulness of the aforesaid documents procured from the British India Corporation Ltd. through lawful means proceeding is fixed to 28.04.2023 for hearing.*

As per claim statement of applicant and reference order the main question is whether the applicant had been appointed in clerk in opposite party bank in February, 1981 against the permanent post of clerk and he work till 11.04.1993 and after that bank has refused work from 12.04.1983 and bank terminating his services which is illegal of section 25 g of the Industrial Dispute Act.

In our written statement stated that it is not a case of termination of service nor a case of retrenchment nor a case of unfair labour practices, that applicant is employed in the Kaushalpuri Branch of State Bank of Bikaner and Jaipur on purely temporary basis for a period of 22.01.1983 to 11.04.1983, his services stood ceased as result of nonrenewal contract between the Employer and Workman and his employment ceased on the expiry of the fixed period. And he knows to be well the consequence of fixed term contract and on the expiry of period of 80 days contract was not renewed by the management.

Now the question is whether the applicant as said in claim statement is employee of opposite party said that he is temporary employee as said in written statement.

The main question in this reference whether the applicant is employee as said in his claim statement.

Opposite party said that in our written statement that he is not employee.

Applicant has never file any evidence in support of our claim statement. By opposite party file documentary evidence which is availed from RTI Act, attested copy of bank's letter dated 11.06.2018 and attested copy of letter dated 20.07.2018 sent by BIC Ltd. on dated 08.12.2020 which is as follows:

Leave position of Shri V.P. Srivastava, BIC HO during 2007 to 2012.

From 01.04.2007 to 31.12.2007		
B/F – E/L	**S/L**	**C/L**
27.5 (2006)	45	10
15.0	+15	NIL
42.5	60	
15.0 (encashed)	(-)1	
27.5	59	
01.01.2008 to 31.12.2008		
B/F 27.5	59	NIL
+15.0	+15	10
42.5	74	(-)2
(-)4.0	(-)4	8 NIL
38.5	70	
15.0 (encashed)		
23.5 (Bal)		
01.01.2009 to 31.12.2009		
B/F 23.5	70	NIL
+15.0	+15	10
38.5	85	5
15.0 (encashed)		
23.5 (Bal)		
01.01.2010 to 31.12.2010		
B/F 23.5	85	10
+15.0	+15	8 NIL
38.5	100	2 NIL
(-) 15.0 (encashed)	(-)5	
23.5	**95 (Bal)**	
01.01.2011 to 01.12.2011		
B/F 23.5	95	NIL
+15.0	+15	10
38.5	110	9
(-) 15.0 (encashed)	(-) 4	1 NIL
23.5	**106 (Bal)**	
01.01.2012 to 01.12.2012		
B/F 23.5	106	NIL
+15.0	+15	
38.5	121	10
15.0 (encashed)	(-) 7	7
23.5	**114**	**3 NIL**

Further opposite party filed some documents on 27.07.2018 which is availed from RTI Act.

The answer given by BIC Ltd. dated 13.04.2018 in answer of question said that:

(1) Shri Ved Prakash Srivastava, S/o Shri N.L. Srivastava is a bonafide employee of our Corporation and he was appointed in corporation on 01.01.1988 as Clerk.

Hence it is clear that claimant is employee of BIC Ltd since from 01.01.1998 as clerk his leave details has given also above, then how he said in between those period he is employee of stated in claim statement of said bank.

The claim statement is filed on 12.05.2004 and in several paras he says that he is employee of said bank and the termination was done by bank as above, but it is not establish by way of any documentary evidence that he is employee of said bank and he is terminated as above.

From documentary evidence of the opposite party which is mentioned above he is employee of BIC Ltd. from 01.01.1988 as Clerk.

After above discussion and averment applicant is failed to prove as stated in his claim statement that he had not given any evidence. Hence it is not proved that he is employee of as said in provision of industrial dispute Act.

In view of the foregoing discussion and in the given circumstance the reference stands disposed of as of 'NIL' award.

Reference is answered accordingly.

Parties are left to bear their respective costs.

Date: 06.02.2026

RAJENDRA PRASAD SRIVASTAVA , Presiding Officer

नई दिल्ली, 19 मई, 2026

का.आ. 971.—औद्योगिक विवाद अधिनियम 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार **भारतीय स्टेट बैंक** के प्रबंधतत्र, संबद्ध नियोजको और उनके कर्मकारो के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय **हैदराबाद** के पंचाट (56/2002) प्रकाशित करती है।

[सं. एल –12012/261/2000-आईआर बी-I)]

सलोनी, उप निदेशक

New Delhi, the 19th May, 2026

S.O. 971.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. 56/2002*)* 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-12012/261/2000- 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 28th day of April, 2026

INDUSTRIAL DISPUTE No. 56/2002

[Old ID No. 149/2000 of Industrial Tribunal No.I, Hyderabad]

Between:

Sri C. Kishore Kumar,

S/o Sri C. Chandraiah,

H.No.1-4-586/148,

Indiranagar, New bakaram,

Hyderabad – 500 048. … Petitioner

And

The Asst. General Manager,

(Personnel & HRD))

State Bank of India,

Local Head Office, Bank Street,

Hyderabad-500 095. …..Respondent

Appearances:

For the Petitioner : Sri Macherla Rangaiah, Advocate

For the Respondent: Sri Y. Ranjeeth Reddy, Advocate

AWARD

The Government of India, Ministry of Labour by its order No. L-12012/261/2000-IR(B.I) dated 16.10.2000 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.149/2000, 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 C. Kishore Kumar, Temporary Non-Messenger, by way of oral orders with effect from 31.3.1997 is justified? If not, what relief the workman is entitled?"

After receipt of the reference, it was numbered as ID No. 56/2002 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 Respondent s, we see that while the learned single Judge was justified in setting aside the award af the Tribunal, the proper course to be adopted was to remit all the cases to the Tribunal. This we say for reasons more than one. Firstly, in such matters, claims have to be decided on individual basis, as different persons have different claims as to the length of officiation or discharge of duties and functions; quality of engagement, drawings, accounting of the post for each one of them, who have worked etc. AIl these issues will not be the same in all the cases. Therefore, each case ought to have been directed to be decided by the Tribunal afresh on individual basis. The second and most important aspect is the learned single Judge has in one go ordered re-employment of all the workmen. This is not a relief that could have been granted without answering the individual issues; each issue relating to each case could not have been decided by the writ Court within the format of its adjudication procedures and scope. The adjudicating body, which has to do that activity, is the Industrial Tribunal. Therefore, we are of the view that while we would sustain the order of the learned singe Judge insofar as it interfered and sets aside the award of the Tribunal, the further findings and directions, issued through the impugned order have to go and the individual cases have to be sent back for consideration of the Tribunal. Such further procedure before the Tribunal will have to be carried forward with the materials already on record and also by affording an opportunity to the persons, who have claims as well as the management to place their rival contentions and further material before the Tribunal. The learned counsel appearing for the workmen are justified in pointing out that enormous delay has already happened and further action by the Tribunal in this line may be expedited.

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

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

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

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

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

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

3. The factual matrix of instant industrial dispute as narrated by the Workman in his claim statement are that, the he joined the service of the Respondent Bank at Cuddapah main branch as a messenger on 13.07.1989 and he worked upto 10.07.1991 for 132 days. The Petitioner was called for an interview and also to produce the certificates by a letter dt. 7.08.1992 for absorption as a regular employee. The Petitioner was selected and his name was included in the panel at Sl.No.529. Therafter the Petitioner was provided with work from May, 1993 to March 1997 for 352 days as a messenger at Cuddapah main branch. Thereby he worked for about 8 years. 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 (Respondent s 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 Respondent s 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 Respondent s have not only followed the Government of India guidelines but in fact covered cases of the employees who had worked for less than 90 days. As such, question of violation does not arise and in any case those were only broad guidelines and not directives".

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

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

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

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

14. Per contra, Respondent had filed counter and made a contentions that the reference is not tenable and contrary to the provisions of I.D. Act, 1947. Respondent submitted that to tide over severe sub-ordinate staff

constraints which arose out of leave vacancies, exigencies, etc., and also owning to the restrictions imposed by the Government of India/Reserve Bank of India on intake of staff, the Respondent bank used to engage sub-ordinate staff like messengers, sweepers, sweeper cum water boys, etc., depending on the availability of work on purely temporary basis for the smooth and uninterrupted functioning of the branches. It is submitted that the All India State Bank of India Staff Federation which represents majority of the employees in the State Bank of India comprising about 98% of the work force as its' members espoused the cause of temporary employees who have put in less than 240 days of temporary service in 12 calendar months in the bank and who were ineligible for any protection under Industrial Disputes Act, 1947 to give a chance for being considered for absorption and permanent appointments.

15. Discussions were held and on 17.11.1987 an agreement was signed between the federation and the Management bank under Sec. 2(p) read with Sec 18(1) of the Industrial Disputes Act, 1947 read with Rule 58 of Industrial Disputes (Central) Rules 1957. A copy of the said settlement dated 17.11.87 which may be herein after referred as first settlement is filed and 4 categories were made as it has already been mentioned in the claim statement above, it need not be repeated here. In the first settlement, it was agreed that the temporary employees as categorized would be given a chance for being considered for permanent appointment in the bank's service against the vacancies which are likely to arise during the period 1987 to 1991. On 16.7.88 second settlement was arrived between the Federation and the Bank whereby it was agreed to substitute the period of consideration of vacancies as 1987 to 1992 in place of 1987 to 1991 as contemplated under the first settlement dated 17.11.1987. This is the second settlement. A 3rd settlement was entered into on 27.10.88 and it was agreed that the bank's service against the vacancies likely to arise from 1988 to 1992 was to be considered. Government of India vide its letter dated 16.8.90 issued guidelines to all the public sector banks with regard to recruitment and absorption of temporary employees in public sector banks. The said guidelines were issued to implement on the lines of approach paper on the issue provided by a committee constituted in this regard. Government of India guidelines made it clear that all the public sector banks may follow the provisions laid down in the approach paper. The approach paper specified that the cases of temporary service in 12 consecutive months and who are entitled to benefit of Sec.25F of the Industrial Disputes Act, 1947 may be decided by entering into a settlement with the representative union. In respect of temporary employees who had put in less than 240 days of service in 12 consecutive months or less, a settlement could be avoided and however if the Management so desired they could enter into a conciliation settlement with the representative union. In para. 6(h) it is mentioned that only those temporary employees who had put in temporary service of 90 days or more days after 1.1.82 would be eligible for considering under the scheme. Although the Government guidelines envisaged for a settlement in respect of employees who had put in temporary service of 90 days or more days, the bank by way of a further concession entered into settlements. Even in respect of those who had put in less than 90 days and also the bank went a step further and said those persons who are working after 1975 were also considered. Hence, there was a genuine effort on the part of the Respondent bank to provide as many as possible jobs subject to the availability of the vacancies. However, para 6 (k) of the approach paper made it clear that it is a one time, exercise in full and final, settlement of all the claims and disputes for the past period, in respect of temporary workmen covered by the settlement. Another settlement was entered on 9.1.91 herein after referred as 4th settlement and the time limit was extended upto 1994 and separate panel was prepared for temporary employees, casual/daily wagers. It was agreed that while vacancies arising between 1988 to 1994 in respect of temporary employees and in respect of casual/daily wagers, they can be considered for the vacancies arising between 1995-96 only.

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

candidature for absorption in the Management bank under any rule/law except under the settlement entered into thereon.

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

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

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

20. In order to fortify his claim Workman has examined himself as WW1 and also filed documents in evidence which has been exhibited as Ex.W1 to W23. Further, the Workman has filed photocopies of documents in support of his claim which are discussed as under:- notification. panel list.

Ex.W1 is the memo of marks. Ex.W2 is the transfer certificate. Ex.W3 is the service certificate. Ex.W4 is the application of Petitioner for absorption. Ex.W5 is the interview call letter. Ex.W6 to Ex.W10 are the service certificates. Ex.W11 & 12 are the four banker cheques. Ex.W13 is the memo of temporary appointment. Ex.W14 to Ex.W18 are the banker’s cheques and relevant vouchers. Ex.W19 is the service certificate. Ex.W20 is the letter reg. Petitioner’s brother’s illness. Ex.W21 to Ex.W23 are the bills pertaining to Petitioner’s father’s sickness.

21. Though Respondent has filed counter, but the contention made in the counter is not substantiated by any evidence by the Respondent Management.

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.

24. On the basis of rival pleadings of both the parties and submissions made by the Learned Counsel for Petitioner 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, Kamalapuram branch in terminating the services of Workman Sri C. Kishore Kumar, a Messenger with effect from 31.3.1997 is justified?

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

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

Findings:-

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

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

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

Section 18(1) provides as follows:-

18. Persons on whom settlements and awards are binding.

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

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

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

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

Thus, from the contents of the aforesaid letter, it manifest that Head Office of State Bank of India vide letter dated 25.3.1997 has issued direction to all its branches not to make any temporary appointments in messengerial category from 1.4.1997 due to reason of lapse of both panels i.e., 1989 & 1992 on 31.3.1997 as per terms of settlements entered into by both parties. Further, the contents of the subsequent letter dated 27.3.1997 issued by Respondent Management is also direction to Branch Manager, State Bank of India not to make any temporary messengerial category appointment with effect from 1.4.1997 and it has also been communicated to all concerned that the panels of temporary employees and daily wagers maintained by Zonal offices stand lapsed from 31.1.1997. Further, office order dated 31.3.1997 has been issued by Respondent management that goes to reveal that the said office order has been issued to this effect that, "Consequent on absorption of temporary employees in permanent cadre, it has been decided by the competent authority that no one onwards, no further daily labour or temporary employees/appointments should be resorted to/engaged/employed." Therefore, it reflects from the contents of the aforesaid orders that the temporary appointment in messengerial category and daily labour has been stopped by the

Respondent management with effect from 1.4.1997 because of the lapsed of panel of temporary workers and daily wagers by 31.3.1997. The agreement for lapse of both the panels on 31.3.1997 is contained in the 5th settlement which has been arrived at between the parties on dated 30.7.1996 with the consensus of both the parties. Therefore, Workman can not challenge the terms and conditions contained in settlement dated 30.7.1996 regarding lapse of panel on 31.3.1997 as agreed between State Bank of India and State Bank of India Staff Federation. As per provision contained u/s.18(1) of I.D. Act, 1947 the said Agreement dated 30.7.1996 is binding on both the parties.

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

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

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

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

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

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

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

It is not possible to scan the settlement in bits and pieces and hold some parts good and acceptable and others bad. Unless it can be demonstrated that the objectionable portion is such that it completely outweighs all the other advantages gained the Court will be slow to hold a settle- ment as unfair and unjust. The settlement has to be accepted or rejected as a whole and we are unable to reject it as a whole as unfair or unjust. Even before this Court the 3rd Respondent representing admittedly the large majority of the workmen has stood by this settlement and that is a strong factor which it is difficult to ignore. As stated elsewhere in the judgment, we cannot also be oblivious of the fact that all workmen of the company have accepted the settlement. Besides, the period of settlement has since expired

and we are informed that the employer and the 3rd Respondent are negotiating another settlement with further improvements. These factors, apart from what has been stated above, and the need for industrial peace and harmony when a union backed by a large majority of workmen has accepted a settlement in the course of collective bargaining have impelled us not to interfere with this settlement. That being the position, we unhold the settlement as fair and just and order that the award of the Tribunal shall be substituted by the settlement dated October 18, 1973. The said settlement shall be the substituted award. The appeal is disposed of accordingly. There will be no order as to costs."

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

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

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

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

Section 25F provides:-

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

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

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

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

Compensation to workmen in case of transfer of undertakings.

Section 25B defines the term continuous service which provides

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Thus, in view of the law laid down by the Hon'ble Apex Court as discussed above the initial burden of proof lies upon the Workman to show that he has completed 240 days of the service with the Respondent just preceding from the date of his termination. Further, in respect of the employment of calculating the 240 days service 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 and did not undergo the regular process of selection before my engagement as temporary Messenger in the branch.

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

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

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

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

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

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

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

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

35. **Point No.III**:- In this context, the Workman has contended that the management failed to implement the selected panels during its valid tenure. The management adopted the back door methods contrary to the settlements

and filled up the vacancies. The same is evident from the proceedings dated 18.11.1993 a copy of the same is filed in the material papers and the same may be read as part of the claim statement. Further, it is submitted that management has to adhere the procedure issued by the Central Government, the instructions dated 16.8.1990 in the year 1995, but same was not followed in the year 1997 despite there being vacancies. The management has followed the procedure of calling candidates through employment exchange instead of giving chance to the empanelled candidates like the Workman herein. The management sent call letters to the similarly situated candidates like the Workman in the month of June 1997 subsequent to issuance of impugned termination orders. After knowing the fact that they are litigating the issue by way of dispute, the management has refused to engage those candidates, the copies of call letters issued are filed herein along with claim petition. The Workman herein reiterates that the panels are meant for absorption but not for termination. In view of the same a duty is cast upon the Respondent management to engage the empanelled candidates like the Workman herein even in temporary vacancies till they are absorbed permanently in regular vacancies.

36. On the other hand, Respondent has contended that the Federation approached Regional Labour Commissioner (Central) for implementation of bipartite settlement in respect of the absorption of temporary employees. The Regional Labour Commissioner (Central) conducted conciliation proceedings and agreement was arrived at between the Federation and the Management bank. It is submitted that it was agreed between the Federation and the Management that both the panels of temporary employees and daily wagers /casual labour would be kept alive upto March, 1997 and the vacancies as agreed to under the afore set out settlements will be filled from both the lists concurrently. A copy of the conciliation proceedings dated 9.6.1995 signed by the parties to the dispute is filed as a material paper. Further, it is submitted that the settlement was arrived at and an agreement was signed between the Federation and the Management bank on 30.7.1996 under Section 2(p) read with Section 18(1) of the Industrial Disputes (Central) Rules 1957 which is binding on the parties. A copy of this agreement which hereinafter may be referred to as 5th settlement for brevity, is also filed as a material paper. The 5th settlement dated 30.7.1996 whereunder the earlier four settlements dated 17.11.1987, 16.7.1988, 27.10.1988 and 9.1.1991 were also referred, it was agreed to, by the Federation and the Management bank that both the panels of temporary employees and daily wagers/casual employees will be kept alive upto March, 1997 for filling the vacancies existing/arrived at as on 31.12.1994 as per the norms agreed to between the bank and Federation and that thereafter the said panels would lapse. It was also agreed that within the framework of the above settlements the modalities about drawing names from either the panel of temporary employees or the panel of daily wagers and casual labour would be decided administratively on circle to circle basis depending upon the local requirements in consultation with the Federation's affiliate by the Circle management. It was further agreed that all messenger real vacancies/positions in the subordinate cadre including part-time attendants specifically provided as leave reserve will be filled by the end of 31.3.1997. Further, Respondent contended that on 27.2.1997 a memorandum of understanding was also signed between the Federation's affiliate and the bank management regarding the fact that the exercise of identifying the messengerial vacancies as on 31.12.1994 has since been completed by central office and thereby 403 messengerial vacancies were sanctioned to the circle of the Management bank and it was agreed that these vacancies may be filled from 1989 panel of temporary employees after effecting conversion from full time non-messengerial staff in the usual manner and the agreement was reached upon. Further, it was agreed between the Federations affiliate and the management bank that in terms of the settlement dated 30.7.1996 both the panels of temporary employees and daily wagers /casual employees would lapse on 31.3.1997.

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

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

"Till 1982, the branches of the appellant Bank in Calcutta region were recruiting persons locally to work as temporary attenders in leave vacancies. In view of the revised procedure prescribed by the Government of India in respect of such temporary appointments, the Calcutta regional office of the appellant Bank issued a circular to all of its branches on 14.8.1982, instructing all the branches under it to discontinue the old practice from 1.6.1982 and appoint only empanelled candidates. The regional office was to prepare a panel of eligible candidates, after calling names from the local/district employment exchange, and split it up branch-wise. Following that new procedure yearly panels were prepared thereafter. Names of the Respondent s 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 Respondent s 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 Respondent s 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 Respondent s, as contained in the writ petition was thus misconceived and therefore the learned single Judge and the Division Bench, when it first decided the appeal, were right in dismissing the writ petition and the appeal respectively."

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

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

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

"I applied for appointment as Messenger, in response to the advertisement issued by the bank in the year 1992……

The panel was prepared basing upon the number of days of service, put in by the temporary employees. Some of the temporary employees whose names were included in the panel were given regular appointment in the bank in order of their seniority in the panel. …

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

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

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

41. In this context, the perusal of Settlement dated 30.7.1996 reveals that the 5th Settlement dated 30.7.1996 was entered under Section 2(p) and 18(1) of I.D. Act, 1947 read with Rule 58 of Industrial Dispute (Central) Rules 1957. This settlement has been entered into by the competent parties and in this settlement parties thereto agreed that both the panels of temporary employees and daily wagers/casual employees will lapse on 31.3.1997. Thus the date of lapse of panel was fixed by both the parties with consensus under the settlement dated 30.7.1996 and same is binding upon the Workman under the provision of Section 18(1) of I.D. Act, 1947. Moreover, this issue of binding

force of the settlement dated 17.11.1987, 16.7.1988, 27.10.1988 and 9.1.1991 has already been discussed, decided at finding in Point No.I of this award. However, the legality and validity of the aforementioned settlement has not been challenged by the Workman before any competent forum. Thus, claim of Workman that the date of lapse of panel i.e., 31.3.1997 has been fixed arbitrarily by the Respondent bank is untenable. As regard the claim of Workman for his absorption to the permanent post it is settled law that the Workman can not claim his regularization to permanent post merely on the basis of number of working days.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

47. Thus, in view of fore gone discussion and laws laid down by Hon'ble Apex Court as discussed above, the claim of workman of regularization in the employment of Respondent is not substantiated by the evidence of Petitioner, WW1 in his cross examination has admitted that he is not aware of any settlements and he is not having any document to show that any person who worked for less number of days than him was given appointment in the bank and he has no document to show that any of his juniors is continuing in service of the bank as of now. Therefore, the claim of the Petitioner for regularization in the employment of Respondent bank is not tenable. Further, Petitioner failed to produce any document in evidence to establish that any temporary employee junior to him is working in the Respondent bank. Therefore, Petitioner is not entitled for regularization in the service of the Respondent.

This point is answered against the Petitioner Workman and in favour of the Respondent.

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 C. Kishore Kumar, Ex. Messenger by way of oral orders w.e.f. 31.3.1997 is justified. Hence, the Petitioner is not entitled for any relief as prayed for. The claim statement filed by Workman sans merit, hence, dismissed. Reference is answered accordingly.

Award is passed accordingly. Transmit.

Typed to my dictation by Smt. K. Phani Gowri, Personal Assistant, transcribed by her, corrected and signed by me on this the 28th day of April, 2026.

IRFAN QAMAR, Presiding Officer

Appendix of evidence

Witnesses examined for the Petitioner	Witnesses examined for the Respondent
WW1: Sri C. Kishore Kumar	NIL

Documents marked for the Petitioner

Ex.W1:	Photocopy of memo of marks
Ex.W2:	Photocopy of transfer certificate
Ex.W3:	Photocopy of service certificate
Ex.W4:	Photocopy of application of Petitioner for absorption
Ex.W5:	Photocopy of interview call letter
Ex.W6:	Photocopy of service certificate
Ex.W7:	Photocopy of Service certificate
Ex.W8:	Photocopy of service certificate
Ex.W9:	Photocopy of Service certificate
Ex.W10:	Photocopy of Service certificate
Ex.W11:	Photocopy of audit report
Ex.W10:	Photocopy of lr. to employment exchange
Ex.W11:	Photocopy of audit report
Ex.W10:	Photocopy of lr. to employment exchange
Ex.W11:	Photocopy of audit report
Ex.W10:	Photocopy of lr. to employment exchange
Ex.W11:	Photocopy of banker cheques
Ex.W12:	Photocopy of banker cheques

Ex.W13: Photocopy of audit report

Ex.W14 to

Ex.W18: Photocopies of the banker's cheques and relevant vouchers

Ex.W19: Photocopy of service certificate

Ex.W20: Photocopy of letter reg. Petitioner's brother's illness

Ex.W21 to

Ex. W23: Photocopies are the bills pertaining to Petitioner's father's sickness.

Documents marked for the Respondent

NIL

नई दिल्ली, 19 मई, 2026

का.आ. 972.—औद्योगिक विवाद अधिनियम 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार **भारतीय स्टेट बैंक** के प्रबंधतत्र, संबद्ध नियोजकों और उनके कर्मकारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय **हैदराबाद** के पंचाट (86/2002) प्रकाशित करती है।

[सं. एल –12012/112/2000-आईआर बी-I)]

सलोनी, उप निदेशक

New Delhi, the 19th May, 2026

S.O. 972.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. 86/2002*)* 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-12012/112/2000- 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 28th day of April, 2026

INDUSTRIAL DISPUTE No. 86/2002

[Old ID No.79/2000 of Industrial Tribunal No.I, Hyderabad]

Between:

Sri P. Koteswara Rao,

C/o State Bank of India, Pakala,

Prakasham Dist.-523001. … Petitioner

And

The Asst. General Manager,

(Personnel & HRD))

State Bank of India,

Local Head Office, Bank Street,

Hyderabad-500 095. …..Respondent

Appearances:

For the Petitioner : Sri Macherla Rangaiah, Advocate

For the Respondent: Sri Y. Ranjeeth Reddy, Advocate

AWARD

The Government of India, Ministry of Labour by its order No. L-12012/112/2000-IR(B.I) dated 19.7.2000 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. 79/2000, 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 P. Koteswara Rao, Ex.Temporary Messenger, by way of oral orders with effect from 31.3.1997 is justified? If not, what relief the he is entitled?"

After receipt of the reference, it was numbered as ID No. 86/2002 and notices were issued to both the Workman and the management.

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

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

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

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

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

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

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

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

3. The factual matrix of instant industrial dispute as narrated by the Workman in his claim statement are that, the Workman joined in the service of the management institution as Messenger from 1989 to 1997, and has rendered unblemished service spreading over a period of about 6 years. The Respondent has terminated services of Workman by oral orders with effect from 1.4.1997. Further, it is submitted that the management of Respondent bank decided to give a chance to temporarily employed personnel "found suitable for permanent appointment" by wait- listing them by offering permanent appointment or waitlisting till such opportunity arises.

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

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

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

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

impression that their cases will be considered for regularization and were living on the basis of the said reasonable expectation. Unfortunately, contrary to the aforesaid directions given by the High Court and contrary to the settlements entered into between the parties, the bank issued proceedings dated 25.3.1997, dated 27.3.1997 and 31.3.1997 instructing the various authorities of the Management not to continue the temporary employees those who are in services of the bank from 1.4.97. The said order was followed by the Management. Aggrieved by the said action the Workman herein and similarly situated candidates have filed a writ petition before the Hon'ble High Court and by way of Writ Petition No.9206/97 seeking a declaration that the proceedings issued by the Deputy General Manager and the Assistant General Manager (Respondents 3,4 and 5 therein) on 25.3.97, 27.3.97 and 31.3.97 as illegal and also non-continuance of the Workmen therein in service by absorbing them in the services of the bank as violative of Section 2(p) and 18(1) read with Rule 58 of Central Rules and sought for specific direction to the bank to absorb them in service.

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

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

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

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

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

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

10. The Workman submits that the bank also referred a subsequent settlement dated 9.1.1991 wherein there is a clause to the effect- that the panel of temporary employees and the panel of daily wage employees will be operated to a particular period. Therefore, their cases will not be considered. The Management herein relying upon this settlement in their impugned action. It is submitted that even the settlement dated 9.1.1991 will not empower the management to terminate the services of the temporary employees who are working in the bank services like the Workman herein as it does not specify the termination of the employees. In fact there are so many vacancies wherein the Management has engaged several new persons as temporary messengers/ attendars/ sweepers etc., even after the judgment of

Hon'ble High Court without considering the cases of the similarly situated candidates like the Workman herein. It is submitted inspite of engaging fresh candidates as is now being done by the Management they would have continued the similarly situated candidates like the Workman herein in the services of the bank and consider their cases for absorption in view of the circulars issued by Central Government as well as the directions of this Hon'ble Court in Writ Petition No.4194/97, dated 5.3.97. In view of the circulars issued by the Central Government, the Management should not have relied upon the settlement dated 9.1.1991. Hence, the impugned action of the Management is illegal, unjust, violative of fundamental rights such as Articles 14,16 and 21 of the Constitution of India.

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

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

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

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

15. Discussions were held and on 17.11.1987 an agreement was signed between the federation and the Management bank under Sec. 2(p) read with Sec 18(1) of the Industrial Disputes Act, 1947 read with Rule 58 of Industrial Disputes (Central) Rules 1957. A copy of the said settlement dated 17.11.87 which may be herein after referred as first settlement is filed and 4 categories were made as it has already been mentioned in the claim statement above, it need not be repeated here. In the first settlement, it was agreed that the temporary employees as categorized

would be given a chance for being considered for permanent appointment in the bank's service against the vacancies which are likely to arise during the period 1987 to 1991. On 16.7.88 second settlement was arrived between the Federation and the Bank whereby it was agreed to substitute the period of consideration of vacancies as 1987 to 1992 in place of 1987 to 1991 as contemplated under the first settlement dated 17.11.1987. This is the second settlement. A 3rd settlement was entered into on 27.10.88 and it was agreed that the bank's service against the vacancies likely to arise from 1988 to 1992 was to be considered. Government of India vide its letter dated 16.8.90 issued guidelines to all the public sector banks with regard to recruitment and absorption of temporary employees in public sector banks. The said guidelines were issued to implement on the lines of approach paper on the issue provided by a committee constituted in this regard. Government of India guidelines made it clear that all the public sector banks may follow the provisions laid down in the approach paper. The approach paper specified that the cases of temporary service in 12 consecutive months and who are entitled to benefit of Sec.25F of the Industrial Disputes Act, 1947 may be decided by entering into a settlement with the representative union. In respect of temporary employees who had put in less than 240 days of service in 12 consecutive months or less, a settlement could be avoided and however if the Management so desired they could enter into a conciliation settlement with the representative union. In para. 6(h) it is mentioned that only those temporary employees who had put in temporary service of 90 days or more days after 1.1.82 would be eligible for considering under the scheme. Although the Government guidelines envisaged for a settlement in respect of employees who had put in temporary service of 90 days or more days, the bank by way of a further concession entered into settlements. Even in respect of those who had put in less than 90 days and also the bank went a step further and said those persons who are working after 1975 were also considered. Hence, there was a genuine effort on the part of the Respondent bank to provide as many as possible jobs subject to the availability of the vacancies. However, para 6 (k) of the approach paper made it clear that it is a one time, exercise in full and final, settlement of all the claims and disputes for the past period, in respect of temporary workmen covered by the settlement. Another settlement was entered on 9.1.91 herein after referred as 4th settlement and the time limit was extended upto 1994 and separate panel was prepared for temporary employees, casual/daily wagers. It was agreed that while vacancies arising between 1988 to 1994 in respect of temporary employees and in respect of casual/daily wagers, they can be considered for the vacancies arising between 1995-96 only.

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

17. Respondent contended that, in fact, the case of the Workman can be considered under all the five settlements having got his case considered under provisions of these settlements. All the other provisions and terms of the settlements are also binding on him/her. The Management bank has not violated any of the provisions of the terms of the said settlement. That the very preparation and maintenance of panel is in compliance of the terms agreed under these settlements. These settlements were time bound and they ceased to exist on 31.3.1997. That the bank has never promised that all the candidates in the panel will be absorbed. In the advertisement itself it was made clear that candidates will be considered for absorption in the vacancies that may arise upto 1992. Keeping alive the panels after 31.3.1997 is contrary to the settlements arrived between the State Bank of India Staff Federation and the Management bank. That the settlements are binding on the parties. The Workman is also bound under the terms of the said settlement. The settlement does not suffer from any ambiguity as their language is very clear. The right under the settlements is to give them a chance to be considered for future appointment in the bank's services against the

vacancies likely to arise. The settlements were effected to balance the expectations of the temporary employees to be absorbed in permanent service as against the constitutional rights for all eligible persons to be considered for employment every time a vacancy arises. That the alleged dispute including the demand for reinstatement has to be decided in this context. It is submitted that the period of panel list got expired on 31.3.97 and it is an integral term of the settlement and cannot be modified in any proceedings under the law. These temporary employees who unfortunately could not be accommodated for want of vacancies have no further rights to be considered for regularization. That the Hon'ble High Court in WP No.12964/94, held as follows, "It is needless to state that the settlement arrived at between the All India State Bank of India Staff Federation which, is the majority union and the bank Management is binding on the Workmen also. It is not at all the case of the Workman that any of the terms of the settlement has been violated by the bank's Management. If the Workman had worked in the bank on part-time basis before 31.5.94, that itself would not vest in him a right to claim that his services should be regularized on permanent basis against a full time cadre post. The claim put forth by the Workman in the present petition is therefore misconceived and not tenable. However, it is open to the Workman to claim any right which flows from the settlement between the union and the bank Management. As already pointed out that it is not the grievance of the Workman that some right which has flown from the settlement in favour of the Workman has been denied by the bank Management. Therefore, I do not find any ground, let alone substantial ground, to grant the kind of relief sought for by the Workman. Writ Petition fails and is accordingly dismissed. No costs."

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

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

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

Ex.W1 is the notification. Further Ex.W2 is the interview call letter. Ex.W3 is the panel list. Ex.W4 to Ex.W7 are service certificates. Ex.W8 is the letter to employment exchange. Ex.W9 is the audit report.

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, branch in terminating the services of Workman Sri P. Koteswara Rao, a Messenger with effect from 31.3.1997 is justified?

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

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

Findings:-

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

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

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

Section 18(1) provides as follows:-

18. Persons on whom settlements and awards are binding.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Section 25F provides:-

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

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

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

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

Compensation to workmen in case of transfer of undertakings.

Section 25B defines the term continuous service which provides

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

"I was not sponsored by any employment exchange. I did not undergo the regular process of selection before my engagement as a temporary attender in the branch.."

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

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

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

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

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

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

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

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

35. **Point No.III**:- In this context, the Workman has contended that the management failed to implement the selected panels during its valid tenure. The management adopted the back door methods contrary to the settlements and filled up the vacancies. The same is evident from the proceedings dated 18.11.1993 a copy of the same is filed in the material papers and the same may be read as part of the claim statement. Further, it is submitted that management has to adhere the procedure issued by the Central Government, the instructions dated 16.8.1990 in the year 1995, but same was not followed in the year 1997 despite there being vacancies. The management has followed the procedure of calling candidates through employment exchange instead of giving chance to the empanelled candidates like the

Workman herein. The management sent call letters to the similarly situated candidates like the Workman in the month of June 1997 subsequent to issuance of impugned termination orders. After knowing the fact that they are litigating the issue by way of dispute, the management has refused to engage those candidates, the copies of call letters issued are filed herein along with claim petition. The Workman herein reiterates that the panels are meant for absorption but not for termination. In view of the same a duty is cast upon the Respondent management to engage the empanelled candidates like the Workman herein even in temporary vacancies till they are absorbed permanently in regular vacancies.

36. On the other hand, Respondent has contended that the Federation approached Regional Labour Commissioner (Central) for implementation of bipartite settlement in respect of the absorption of temporary employees. The Regional Labour Commissioner (Central) conducted conciliation proceedings and agreement was arrived at between the Federation and the Management bank. It is submitted that it was agreed between the Federation and the Management that both the panels of temporary employees and daily wagers /casual labour would be kept alive upto March, 1997 and the vacancies as agreed to under the afore set out settlements will be filled from both the lists concurrently. A copy of the conciliation proceedings dated 9.6.1995 signed by the parties to the dispute is filed as a material paper. Further, it is submitted that the settlement was arrived at and an agreement was signed between the Federation and the Management bank on 30.7.1996 under Section 2(p) read with Section 18(1) of the Industrial Disputes (Central) Rules 1957 which is binding on the parties. A copy of this agreement which hereinafter may be referred to as 5th settlement for brevity, is also filed as a material paper. The 5th settlement dated 30.7.1996 whereunder the earlier four settlements dated 17.11.1987, 16.7.1988, 27.10.1988 and 9.1.1991 were also referred, it was agreed to, by the Federation and the Management bank that both the panels of temporary employees and daily wagers/casual employees will be kept alive upto March, 1997 for filling the vacancies existing/arrived at as on 31.12.1994 as per the norms agreed to between the bank and Federation and that thereafter the said panels would lapse. It was also agreed that within the framework of the above settlements the modalities about drawing names from either the panel of temporary employees or the panel of daily wagers and casual labour would be decided administratively on circle to circle basis depending upon the local requirements in consultation with the Federation's affiliate by the Circle management. It was further agreed that all messenger real vacancies/positions in the subordinate cadre including part-time attendants specifically provided as leave reserve will be filled by the end of 31.3.1997. Further, Respondent contended that on 27.2.1997 a memorandum of understanding was also signed between the Federation's affiliate and the bank management regarding the fact that the exercise of identifying the messengerial vacancies as on 31.12.1994 has since been completed by central office and thereby 403 messengerial vacancies were sanctioned to the circle of the Management bank and it was agreed that these vacancies may be filled from 1989 panel of temporary employees after effecting conversion from full time non-messengerial staff in the usual manner and the agreement was reached upon. Further, it was agreed between the Federations affiliate and the management bank that in terms of the settlement dated 30.7.1996 both the panels of temporary employees and daily wagers /casual employees would lapse on 31.3.1997.

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

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

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

the writ petition was thus misconceived and therefore the learned single Judge and the Division Bench, when it first decided the appeal, were right in dismissing the writ petition and the appeal respectively."

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

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

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

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

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

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

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

absorption to the permanent post it is settled law that the Workman can not claim his regularization to permanent post merely on the basis of number of working days.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

47. On the other hand, in support of his contention Respondent has examined witness MW1 and MW1 in chief examination states that, Settlements i.e., on 17.11.1987, 16.7.1988, 27.10.1988, 9.1.1991 were entered into between the SBI and SBI Staff Federation for filling up of the vacancies that arise up to 1994 for those temporary employees who has worked on scale wages. Further, MW1 states that two different panels for messengers and non-messengers as per the eligibility criteria prescribed by the bank. There are four modules in Andhra Pradesh and they are Hyderabad, Tirupathi, Vijayawada and Visakhapatnam. MW1 states that the temporary employees so empanelled were given permanent absorption depending upon the vacancies so arise strictly in terms of the settlement. MW1

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

This point is answered against the Workman.

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

This Point is answered accordingly.

AWARD

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

Award is passed accordingly. Transmit.

Typed to my dictation by Smt. K. Phani Gowri, Personal Assistant, transcribed by her, corrected and signed by me on this the 28th day of April, 2026.

IRFAN QAMAR, Presiding Officer

Appendix of evidence

Witnesses examined for the Petitioner	Witnesses examined for the Respondent
WW1: Sri P. Koteswara Rao	MW1: Sri K. Bala Kotaiah

Documents marked for the Petitioner

Ex.W1:	Photocopy of service certificate
Ex.W2:	Photocopy of News paper advertisement/ notification
Ex.W3:	Photocopy of Panel list

Ex.W4:	Photocopy of absorption letter
Ex.W5:	Photocopy of Service certificate
Ex.W6:	Photocopy of service certificate
Ex.W7:	Photocopy of Service certificate
Ex.W8:	Photocopy of service certificate
Ex.W9:	Photocopy of Service certificate
Ex.W10:	Photocopy of lr. to employment exchange
Ex.W11:	Photocopy of audit report

Documents marked for the Respondent

Ex.M1:	Photocopy of settlement between Respondent and All India State Bank of India Staff Federation dt.17.11.87
Ex.M2:	Photocopy of settlement between Respondent and All India State Bank of India Staff Federation dt.16.7.88
Ex.M3:	Photocopy of settlement between Respondent and All India State Bank of India Staff Federation dt.27.10.1988
Ex.M4:	Photocopy of settlement between Respondent and All India State Bank of India Staff Federation dt.9.1.1991
Ex.M5:	Photocopy of conciliation proceedings before the Regional Labour Commissioner(C) dt.9.6.1995
Ex.M6:	Photocopy of settlement between Respondent and All India State Bank of India Staff Federation dt.30.7.1996
Ex.M7:	Photocopy of Memorandum of understanding dt. 27.1.1997
Ex.M8:	Photocopy of statements giving the particulars of 1989 messenger panel.
Ex.M9:	Photocopy of statement of 1989 Non-messenger panel
Ex.M10:	Photocopy of statement of 1992 panel
Ex.M11:	Photocopy of order of Hon'ble High Court in WA No.86/98 dt. 1.5.98
Ex.M12:	Photocopy of order in SLP No.11886-11888 of 1998 dated 10.8.98

नई दिल्ली, 19 मई, 2026

का.आ. 973.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार **भारतीय स्टेट बैंक** के प्रबंधतत्र, संबद्ध नियोजकों और उनके कर्मकारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय **हैदराबाद** के पंचाट (96/2002) प्रकाशित करती है।

[सं. एल –12012/124/2000-आईआर बी-I)]

सलोनी, उप निदेशक

New Delhi, the 19th May, 2026

S.O. 973.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. 96/2002*)* 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-12012/124/2000- 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 28th day of April, 2026

INDUSTRIAL DISPUTE No. 96/2002

[Old ID No. 84/2000 of Industrial Tribunal No.I, Hyderabad]

Between:

Sri Beesa Venkateswarlu,

S/o B. Subbaramaiah,

R/o Kothur Road,

Kovur Nadaham (P.O.)

Nellore – 524 001. … Petitioner

And

The Asst. General Manager,

State Bank of India,

Zonal Office Region-II,

Tirupathi-517501. …..Respondent

Appearances:

For the Petitioner : Sri Macherla Rangaiah, Advocate

For the Respondent: Sri A. Rathang Phani Reddy, Advocate

AWARD

The Government of India, Ministry of Labour by its order No. L-12012/124/2000-IR(B.I) dated 20.7.2000 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.84/2000, 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 B. Venkateswarlu, Ex. Temporary Messenger, Nellore by way of oral orders with effect from 31.3.1997 is justified? If not, what relief he is entitled?"

After receipt of the reference, it was numbered as ID No. 96/2002 and notices were issued to both the Workman and the management.

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

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

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

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

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

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

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

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

3. The factual matrix of instant industrial dispute as narrated by the Workman in his claim statement are that, the Workman joined in the service of the management institution as Messenger from 1981 to 1997, and has rendered unblemished service spreading over a period of about 9 years. The Respondent has terminated services of Workman by oral orders with effect from 1.4.1997. Further, it is submitted that the management of Respondent bank decided to give a chance to temporarily employed personnel "found suitable for permanent appointment" by wait- listing them by offering permanent appointment or waitlisting till such opportunity arises.

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

5. The persons who satisfied in all the above 4 categories were to be interviewed by a selection committee and the said selection committee would determine the suitability of the said candidate for permanent appointment. Therefore, the bank prescribed certain qualifications and from among the candidates satisfying the qualifications the suitable candidates were enlisted by a selection committee. The Clause 7 of the said agreement provided with the selected candidate would be wait listed in order of their respective categorization and the selected panel would be valid upto December, 1991. Clause 10 of the settlement specifically provided that henceforth. "there will be no temporary appointments in the subordinate cadre", except on a restrictive basis in the specified category, "from amongst empanelled candidates as per existing guidelines of the bank". The Workman further submits that consequent upon the said agreement and the draft, a notification was issued in the newspapers. The last date for responding to the advertisement was 30.8.1988. A written examination followed by viva-voce in May, 1989 was held. A selected panel was prepared, as per Clause 7 of the agreement, ie. Settlement No.1, the selected panel was to be valid upto December, 1991, the Workman submits that circular was issued on 26.4.91 by the said letter it is mentioned that the terms of the agreement dated 17.11.87 was modified vide second agreement dated 16.7.88 was entered into between the parties. In terms of the said agreement a chance was to be given, "to all eligible temporary employees for permanent appointments. The appointments were against the vacancies likely to arise during the years 1995-96, circular made it clear that in view of the enormity of the problem an extension of the currency of the

panel, eligible temporary employees who have been empanelled could not appear in the earlier interviews and have been pursuing their cases thereafter, "will be given another chance to appear for interview".

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

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

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

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

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

The approach paper specified that the cases of temporary employees who had put in not less than 240 days of temporary service in 12 consecutive Months and who are entitled to benefit of Section 25-F may be decided by

entering into a settlement with the representative union. In respect of temporary employees who had put in less than 240 days of service in 12 consecutive months or less, a settlement could be avoided and however if the Management so desired, they could enter into a conciliation settlement with the representative union. Para 6(h), it is mentioned that only those temporary employees who had put in temporary service of 90 or more days after 1.1 1982 would be eligible for considering under the scheme. Although the Government guidelines envisaged for a settlement in respect of employees who had put in temporary service of 90 or more days, the bank by way of further concession entered into settlements Even in respect of those who had put in less than 90 days. As such, it could be Seen that the settlements are more beneficial to the temporary employees concerned. The approach paper also specify at para 6(c) that the banks would provide one time opportunity to all the temporary employees and for that purpose temporary employees worked in the bank on or after 1.1.1982 could be considered for re-employment in terms of the scheme. The Respondents have gone further wherein even persons working after 1975 were also considered.

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

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

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

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

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

13. The Workman submits that it is strange as to how the panels were allowed to lapse by a so-called Memorandum of Understanding dated 25.2.1997, that the action of terminating such employees like the Workman by virtue of an impugned oral proceedings without implementing the settlement would be illegal and unfair labour practice which cannot be allowed to be perpetuated. That the discontinuance of the Workman after 31.3.97 who had served in the bank in any capacity amounts to retrenchment. It could not have been done without any notice and it violates Sec.25FF of the Industrial Disputes Act, 1947 and the said action is violative of principles of natural justice guaranteed under Chapter III of the Constitution of India. This amounts to retrenchment without one month's notice and taken in view of such notice. Thus, the main proceedings issued by the Respondent is without jurisdiction and is arbitrary, illegal and therefore liable to be quashed. That the alleged Memorandum of Understanding dated 27.2.97, Ex.M5 does not own any legal entity, as the said Memorandum of Understanding is not published anywhere

to brought to the notice of the Workman whose rights are being affected. It is submitted that Management did not adhere to the procedure envisaged by the Central Government in its' instructions dated 16.8.90 in the year 1995. The same was not followed in the year 1997 despite there being vacancies. The management has followed the procedure of calling candidates through Employment exchange instead of giving chance to the empanelled candidates like the Workman here. It is pertinent to mention here that the Respondent Management sent letters to the all similarly situated candidates like the Workman in the month of June, 1997, subsequent to the passing of impugned termination orders. After knowing the facts that the candidates are litigating, the Management refused to engage these candidates. It is once again reiterated that the panels are meant for absorption but not for termination. It was the duty of the Management to engage the empanelled candidates like the Workman even in temporary vacancies till they are absorbed permanently in regular vacancies. Hence, the action of the Respondent Management terminating the services of the Workman by oral order dated 31.3.97 is unjust, illegal, violative of principles of natural justice and hence, the Management be directed to reinstate and absorb the Workman and to grant all incidental and consequential benefits.

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

15. Discussions were held and on 17.11.1987 an agreement was signed between the federation and the Management bank under Sec. 2(p) read with Sec 18(1) of the Industrial Disputes Act, 1947 read with Rule 58 of Industrial Disputes (Central) Rules 1957. A copy of the said settlement dated 17.11.87 which may be herein after referred as first settlement is filed and 4 categories were made as it has already been mentioned in the claim statement above, it need not be repeated here. In the first settlement, it was agreed that the temporary employees as categorized would be given a chance for being considered for permanent appointment in the bank's service against the vacancies which are likely to arise during the period 1987 to 1991. On 16.7.88 second settlement was arrived between the Federation and the Bank whereby it was agreed to substitute the period of consideration of vacancies as 1987 to 1992 in place of 1987 to 1991 as contemplated under the first settlement dated 17.11.1987. This is the second settlement. A 3rd settlement was entered into on 27.10.88 and it was agreed that the bank's service against the vacancies likely to arise from 1988 to 1992 was to be considered. Government of India vide its letter dated 16.8.90 issued guidelines to all the public sector banks with regard to recruitment and absorption of temporary employees in public sector banks. The said guidelines were issued to implement on the lines of approach paper on the issue provided by a committee constituted in this regard. Government of India guidelines made it clear that all the public sector banks may follow the provisions laid down in the approach paper. The approach paper specified that the cases of temporary service in 12 consecutive months and who are entitled to benefit of Sec.25F of the Industrial Disputes Act, 1947 may be decided by entering into a settlement with the representative union. In respect of temporary employees who had put in less than 240 days of service in 12 consecutive months or less, a settlement could be avoided and however if the Management so desired they could enter into a conciliation settlement with the representative union. In para. 6(h) it is mentioned that only those temporary employees who had put in temporary service of 90 days or more days after 1.1.82 would be eligible for considering under the scheme. Although the Government guidelines envisaged for a settlement in respect of employees who had put in temporary service of 90 days or more days, the bank by way of a further concession entered into settlements. Even in respect of those who had put in less than 90 days and also the bank went a step further and said those persons who are working after 1975 were also considered. Hence, there was a genuine effort on the part of the Respondent bank to provide as many as possible jobs subject to the availability of the vacancies. However, para 6 (k) of the approach paper made it clear that it is a one time, exercise in full and final, settlement of all the claims and disputes for the past period, in respect of temporary workmen covered by the settlement. Another settlement was entered on 9.1.91 herein after referred as 4th settlement and the time limit was extended upto 1994 and separate panel was prepared for temporary employees, casual/daily wagers. It was agreed that while vacancies arising between 1988 to 1994 in respect of temporary employees and in respect of casual/daily wagers, they can be considered for the vacancies arising between 1995-96 only.

16. It is submitted that the administrative set up of the Hyderabad Local Head Office comprises of four Zonal Offices (Zones) at Hyderabad, Vijayawada, Visakhapatnam and Tirupathi covering all the Districts of Andhra Pradesh. In terms of the settlement the Management after following the procedure laid down therein prepared the panels of qualified candidates of temporary employees denoted as 1989 panel and also panel of casual/daily wagers denoted as 1992 panel for giving a chance for being considered for permanent absorption. These panels were prepared zone-wise separately for messengers and non-messengers in the descending order of temporary service put in by the candidates during the stipulated period i.e., 1.7.1975 to 31.7.1988. That the Federation approached the

Regional Labour Commissioner(C) for implementation of bi-partite settlement in respect of absorption of temporary employees. The Regional Labour Commissioner(C) conducted conciliation proceedings and an agreement was arrived between the Federation and the bank. It was agreed that it would be kept alive upto March, 1997. A copy of the conciliation proceedings dated 9.2.1995 signed by the parties is filed as material paper. A settlement was arrived at and an agreement was signed between the Federation and the Management bank on 30.7.1996 under Sec.2 (p) read with Sec.18(1) of the Industrial Disputes (Central) Rules, 1957, which is hereinafter called as 5th settlement. That on 27.2.1997 a Memorandum of understanding was also signed by the federation's affiliate and the bank Management recording the fact that the exercise of identifying the messengerial vacancies as on 31.12.1994 has since been completed by Central Office and thereby 403 messengerial vacancies were sanctioned . It was agreed that these vacancies may be filled from 1989 panel of temporary employees after effecting conversion from full time non-messengerial staff in the usual manner and the agreement was reached accordingly. It was agreed between the Federation's affiliate and the Management bank that in terms of the settlement dated 30.7.1996 both the panels of temporary employees and daily wagers/casual employees would lapse on 31.3.1997. That as agreed upon vacancies were filled from the panels. The Workman who has put in an aggregate temporary service of less than 240 days in a continuous block of 12 months period during 1.7.1975 to 31.7.1988 has no right to seek a direction to consider his candidature for absorption in the Management bank under any rule/law except under the settlement entered into thereon.

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

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

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

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

Ex.W1 is the interview call letter. Further Ex.W2 is the panel list. Ex.W3 and Ex.W4 are service certificates.

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, Kovvur ADB branch in terminating the services of Workman Sri Beesa Venkateswarlu, a Messenger with effect from 31.3.1997 is justified?

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

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

Findings:-

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

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

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

Section 18(1) provides as follows:-

18. Persons on whom settlements and awards are binding.

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

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

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

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

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

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

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

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

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

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

The Tribunal thought that the question of the quantum of membership of the 2nd Respondent did not call for a finding at all in view of 1his Court's order. As observed above that was not a correct assumption. On the other hand, we feel that this view of the Tribunal has led it to approach the matter in an entirely erroneous manner. The Tribunal is, rightly enough, conscious that under section 18 (1) of the Industrial Disputes Act the settlement was binding on the

company and the members of the 3rd Respondent union. Even so, the Tribunal devoted nearly half of its order in scanning the evidence given by the company and Respondent No. 3 to find out whether the terms of the settlement had been explained by the President of the union to the workmen or not and whether the workers voluntarily accepted the settlement knowing all the "consequences". This to our mind is again an entirely wrong approach.

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

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

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

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

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

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

Section 25F provides:-

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

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

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

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

Compensation to workmen in case of transfer of undertakings.

Section 25B defines the term continuous service which provides

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

for a period of one year. It is enough that he has worked for 240 days in a period of 12 months, it is not necessary that he should have been in the service of the employer for one whole year."

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

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

29. Now, in view of the provision contained under Section 25 F and law laid down by the Hon'ble Apex Court, we have to examine whether the Workman has discharged his initial burden of proof in respect of his claim of 240 days continuous service in a calendar year just preceding from the date of his termination i.e., 31.3.1997.

In this context, WW1 in his cross examination has stated that,

"I was not sponsored by any employment exchange. I did not undergo the regular selection process before my engagement as temporary attender.."

"I did not work for 240 days in any year in my entire service in the bank."

Thus, it is clear from the testimony of WW1 that the Workman had not worked for 240 days continuously in any 12 months of a calendar year just preceding from the date of his termination in the Respondent bank. Therefore, Workman failed to establish his plea by his oral and documentary evidence that he had worked for 240 days continuously in calendar year just preceding from the date of his termination i.e., 31.3.1997. Thus, the claim of the Workman that he has been terminated by oral order without issuing notice or payment in lieu after termination, in contravention of Section 25 F of Industrial Disputes Act, 1947 is not tenable. However the documents filed by the Workman in support of his claim, number of days worked with the Respondent goes to reveal that the Workman had worked intermittently as daily wager depending upon availability of work in branch. Workman did not file any document of appointment letter or salary slips in support of his claim for appointment as a non-messenger in the Respondent branch on temporary basis.

30. Per contra, the Learned Counsel for Respondent has submitted the allegation of Workman that he was terminated from services is not correct. As the vacancies were filled up on regular basis in order of their respective seniority the non-engagement of the Workman does not amount to termination. Further, Respondent contended that no law provide that even though there is no work temporary employee should be continued in the bank work as the very engagement of Workman was subject to availability of work. Therefore, the allegation that the bank has indulged in unfair labour practice is incorrect.

31. Thus, in view of the fore gone discussion and contentions made by the Respondent, I find the force in the argument advanced by the Respondent that in the instant matter, Workman was not terminated from service by order dated 31.3.1997 rather he was disengaged in view of the non-availability of the work in the branch. Further, there was direction issued by the Head Office of the Respondent authority not to engage any daily wager Workman/ temporary Worker w.e.f. 1.4.1997. Thus, such disengagement of Workman does not amount to termination. Moreover, the Workman failed to prove his claim that he was terminated in contravention of provision of Sec.25F of the I.D. Act, 1947 as he failed to establish his plea by any oral or documentary evidence that he had worked for 240 days continuously in a twelve months of calendar year just preceding from date of termination i.e., 31.3.1997.

32. Further, perusal of the order dated 25.3.1997 goes to reveal that the Chief Branch Manager, State Bank of India has issued the letter to Zonal Office with direction to all its branches to this effect that they have been advised by the DGM, Zonal Office, Hyderabad that as both the panel of temporary employees of 1989 and daily wagers/casual labour of 1992 will lapse on 31.3.1997 it has been decided by central office not to make any temporary appointments in messengerial cadre from 1.4.1997, therefore it was directed to issue suitable instructions not to make temporary appointments from 1.4.1997. There is no mention in this order that the Workman herein has been terminated from service by this order.

33. Further, the circular dated 27.3.1997 was issued by DGM, SBI to all branches in commercial network in respect of the non-appointment of temporary employees in subordinate cadre and it has directed not to make any temporary employment in the subordinate cadre with effect from 1.4.97 and further, it has directed to ensure that no temporary/casual/daily basis appointment of the petty cash. Further, it is directed to all Branch Managers that any deviation in this regard will be viewed seriously. Thus, these circulars do not reflect that the Workman has been terminated from service by this order.

34. Similarly, office order dated 31.3.1997 is simply a direction to all branches of the Respondent bank by DGM that no further daily labour should be engaged or employed. Therefore, the plea of the Workman that he has been terminated by the aforesaid order dated 25.3.1997, 27.3.1997 and 31.3.1997 from the service by the Respondent is not acceptable. The evidence adduced by the Workman clearly goes to reveal that he had worked as a daily wager for which he has been paid wages according to number of working days. As there was an order for prohibition for engaging temporary workmen, in the bank, therefore, Workman could not be engaged by the Respondent for work from 1.4.1997 and there after. It is settled law that the daily wagers are engaged by the employer depending upon the availability of work and as the work was not available the Workman was not engaged further by the Respondent management. Therefore, the Workman on the ground of number of days he had worked in the Respondent bank cannot claim any right to reinstate him into the employment. As the Workman failed to prove the mandatory condition of 240 days of continuous service as required under Sec.25F of I.D. Act, 1947. Therefore, the disengagement of Workman from work can not be termed in contravention of provision contained under Sec.25F and 25 B of the I.D. Act, 1947.

Thus, this point is answered against the Workman and in favour of Respondent.

35. **Point No.III**:- In this context, the Workman has contended that the management failed to implement the selected panels during its valid tenure. The management adopted the back door methods contrary to the settlements and filled up the vacancies. The same is evident from the proceedings dated 18.11.1993 a copy of the same is filed in the material papers and the same may be read as part of the claim statement. Further, it is submitted that management has to adhere the procedure issued by the Central Government, the instructions dated 16.8.1990 in the year 1995, but same was not followed in the year 1997 despite there being vacancies. The management has followed the procedure of calling candidates through employment exchange instead of giving chance to the empanelled candidates like the Workman herein. The management sent call letters to the similarly situated candidates like the Workman in the month of June 1997 subsequent to issuance of impugned termination orders. After knowing the fact that they are litigating the issue by way of dispute, the management has refused to engage those candidates, the copies of call letters issued are filed herein along with claim petition. The Workman herein reiterates that the panels are meant for absorption but not for termination. In view of the same a duty is cast upon the Respondent management to engage the empanelled candidates like the Workman herein even in temporary vacancies till they are absorbed permanently in regular vacancies.

36. On the other hand, Respondent has contended that the Federation approached Regional Labour Commissioner (Central) for implementation of bipartite settlement in respect of the absorption of temporary employees. The Regional Labour Commissioner (Central) conducted conciliation proceedings and agreement was arrived at between the Federation and the Management bank. It is submitted that it was agreed between the Federation and the Management that both the panels of temporary employees and daily wagers /casual labour would be kept alive upto March, 1997 and the vacancies as agreed to under the afore set out settlements will be filled from both the lists concurrently. A copy of the conciliation proceedings dated 9.6.1995 signed by the parties to the dispute is filed as a material paper. Further, it is submitted that the settlement was arrived at and an agreement was signed between the Federation and the Management bank on 30.7.1996 under Section 2(p) read with Section 18(1) of the Industrial Disputes (Central) Rules 1957 which is binding on the parties. A copy of this agreement which hereinafter may be referred to as 5th settlement for brevity, is also filed as a material paper. The 5th settlement dated 30.7.1996 whereunder the earlier four settlements dated 17.11.1987, 16.7.1988, 27.10.1988 and 9.1.1991 were also referred, it was agreed to, by the Federation and the Management bank that both the panels of temporary employees and daily wagers/casual employees will be kept alive upto March, 1997 for filling the vacancies existing/arrived at as on 31.12.1994 as per the norms agreed to between the bank and Federation and that thereafter the said panels would lapse. It was also agreed that within the framework of the above settlements the modalities about drawing names from either the panel of temporary employees or the panel of daily wagers and casual labour would be decided administratively on circle to circle basis depending upon the local requirements in consultation with the Federation's affiliate by the Circle management. It was further agreed that all messenger real vacancies/positions in the subordinate cadre including part-time attendants specifically provided as leave reserve will be filled by the end of 31.3.1997. Further, Respondent contended that on 27.2.1997 a memorandum of understanding was also signed between the Federation's affiliate and the bank management regarding the fact that the exercise of identifying the messengerial vacancies as on 31.12.1994 has since been completed by central office and thereby 403 messengerial vacancies were sanctioned to the circle of the Management bank and it was agreed that these vacancies may be filled from 1989 panel of temporary employees after effecting conversion from full time non-messengerial staff in the usual manner and the agreement was reached upon. Further, it was agreed between the Federations affiliate and the management bank that in terms of the settlement dated 30.7.1996 both the panels of temporary employees and daily wagers /casual employees would lapse on 31.3.1997.

37. The Workman has contended that the empanelled list prepared by the Respondent management for appointment of temporary and daily wage Workers to the permanent post cannot lapse unless until it is exhausted by appointing all the empanelled persons and it should continue even after 31.3.1997, i.e., the date fixed for the lapse of panel. It is undisputed that the date of lapse of empanelled list of Workmen has been fixed to 31.3.1997 as

mentioned in the settlement dated 30.7.1996, and agreed between the parties. It is settled law that and once the life of panel list lapses on the date as agreed between the parties it cannot be extended beyond that date. In the instant case the panel list of the workmen was valid upto 31.3.1997 in view of the terms and conditions enumerated in the 5th Settlement entered into between the parties. As the lapse of panel i.e., 31.3.1997 has been agreed by State Bank of India and State Bank of India Staff Federation through 5th Settlement, the Workman is not competent to challenge the same.

In this context I would like to take reference of the decision of the apex court in the case of **Syndicate Bank and Ors vs. Shankar Paul and Ors , AIR 1997 SC 3091, therein the Hon'ble Apex Court** have held:-

"Till 1982, the branches of the appellant Bank in Calcutta region were recruiting persons locally to work as temporary attenders in leave vacancies. In view of the revised procedure prescribed by the Government of India in respect of such temporary appointments, the Calcutta regional office of the appellant Bank issued a circular to all of its branches on 14.8.1982, instructing all the branches under it to discontinue the old practice from 1.6.1982 and appoint only empanelled candidates. The regional office was to prepare a panel of eligible candidates, after calling names from the local/district employment exchange, and split it up branch-wise. Following that new procedure yearly panels were prepared thereafter. Names of the Respondents were for the first time included in the panel prepared for the period 7.2.1987 to 6.2.1988. By its letter dated 7.2.1987 the Bank had informed the Respondents that the panel was valid for one year only and that inclusion of their names in the panel was not to confer on them any right to seek permanent appointment in the service of the bank. Considering the object with which the panel was prepared and the fact that it was an yearly panel expiring on 6.2.1988, we are of the opinion that the Respondents did not get any right, because of inclusion of their names in the said panel, for permanent absorption in the service of the Bank. Whatever conditional right they had came to an end with the expiry of the panel. The claim of the Respondents, as contained in the writ petition was thus misconceived and therefore the learned single Judge and the Division Bench, when it first decided the appeal, were right in dismissing the writ petition and the appeal respectively."

Thus, in view of the above law laid down by the Hon'ble Apex Court and in view of the terms and conditions of the 5th Settlement the contention of the Workman that empanelled list should continue even after 31.3.1997 till the last Workman in the panel is absorbed is not tenable. The contention of the Workman is baseless in view of recital in the settlement. Therefore, in view of the fore gone discussion and finding given at Point No. I regarding binding nature of Settlements and terms and conditions enumerated therein, in view of the provision contained u/s.18(1) of the I.D. Act, 1947, I am of the considered view that life of panels lapsed on 31.3.1997 in view of terms of settlement dated 30.7.1996 and plea of Workman that the panel shall continue even after 31.3.1997 till last man absorbed has no legal force and same is untenable.

38. Undisputedly, settlement agreement dated 30.7.1996 was executed between the State Bank of India and State Bank of India Staff Federation and in that settlement it was agreed that both the panels of temporary employees and daily wagers/ casual employees will be used for filling vacancies existing as on 31.12.1994 as per the norms agreed between the bank and the Federation. These empanelled workmen were to be given a chance for permanent appointment in the bank against vacancies arising up to December 1994 whereas the daily wagers/ casual employees were to be considered against the vacancies arise from January 1995 to December 1996, whereby the said panel would lapse. It was agreed that the vacancies falls upto 31.3.1997 shall be filled before the empanelled list is allowed to lapse. Thus, the claim of the Workman to the post of permanent non-messenger in the Respondent management was subject to the availability of the sanctioned post and vacancies arising upto 31.3.1997. The workmen given chance to the permanent post were seniors in number of working days in panel list and Workman herein was junior to those workmen. Therefore, Workman could not be given absorption to permanent post being junior to other workmen in the panel list.

39. In this context the Workman witness WW1 was cross examined by the Respondent counsel and in the cross examination the witness WW1 states:-

"I applied in response to the notification issued by the bank .... Further, witness states, *It is true that some of the employees from the panel were given regular appointment in the bank ....* Further witness states, *I am not having any papers to show that any person who is junior to me is working in the bank."*

Thus, from the above statement of the Workman witness WW1 it is clear that the panel was prepared in terms of various settlements entered into between Staff Federation of State Bank of India and State Bank of India and it was prepared on the basis of number of days of work put in by the temporary employees. Further, the Workman himself admitted that some of the temporary employees whose names were included in the panel were given regular appointment in the bank in order of their seniority in the panel and he is not having any document to show that any person who worked for less number of days than the Workman was given appointment in the bank. Therefore, the allegation of the Workman that the regular appointment has been made by the bank from the panel list in breach of the terms of the settlement and violation of seniority of panel list is not proved by this evidence of WW1. Thus, there is no evidence on record that bank has given the appointment to the temporary employees as well as daily wagers from the panel list 1989 and 1992 in breach of seniority of the temporary employees in the list. There is no evidence of jumbling in the panel list to make appointment of any permanent Workman in breach of the seniority. Therefore, I

am constrained to hold that the Respondent Management has appointed the workmen from panel list in order of seniority and there is no jumbling of workmen in the panel list before it got lapsed on 31.3.1997.

40. However, Workman has taken the plea that the panels of Workmen for absorption in the employment of the Respondent banks (panels of temporary employees and daily wagers) has been lapsed on 31.3.1997 in contravention of terms of settlement as the object of preparing the entire empanelment of temporary and daily wagers was to provide them permanent employment and till the both the panel lists exhausted the panel list cannot be lapsed on 31.3.1997 and the date of lapsing of the panel on 31.3.1997 has been fixed by the Respondent arbitrarily without any authority.

41. In this context, the perusal of Settlement dated 30.7.1996 reveals that the 5th Settlement dated 30.7.1996 was entered under Section 2(p) and 18(1) of I.D. Act, 1947 read with Rule 58 of Industrial Dispute (Central) Rules 1957. This settlement has been entered into by the competent parties and in this settlement parties thereto agreed that both the panels of temporary employees and daily wagers/casual employees will lapse on 31.3.1997. Thus the date of lapse of panel was fixed by both the parties with consensus under the settlement dated 30.7.1996 and same is binding upon the Workman under the provision of Section 18(1) of I.D. Act, 1947. Moreover, this issue of binding force of the settlement dated 17.11.1987, 16.7.1988, 27.10.1988 and 9.1.1991 has already been discussed, decided at finding in Point No.I of this award. However, the legality and validity of the aforementioned settlement has not been challenged by the Workman before any competent forum. Thus, claim of Workman that the date of lapse of panel i.e., 31.3.1997 has been fixed arbitrarily by the Respondent bank is untenable. As regard the claim of Workman for his absorption to the permanent post it is settled law that the Workman can not claim his regularization to permanent post merely on the basis of number of working days.

42. In this context the reference of the decision of Hon'ble Supreme Court in the case of **Oil and Natural Gas Corporation vs Krishan Gopal 2020(3) SCALE 272, date of decision 7.2.2020** is relevant therein Hon'ble Supreme Court have has laid down principle regarding regularization of the Workman on permanent posts. Hon'ble Supreme Court have laid down the prepositions of regularization of the workmen to permanent post is as under:-

"*(i) Wide as they are, the powers of the Labour Court and the Industrial Court cannot extend to a direction to order regularisation, where such a direction would in the context of public employment offend the provisions contained in Article 14 of the Constitution;*

(ii) The statutory power of the Labour Court or Industrial Court to grant relief to workmen including the status of permanency continues to exist in circumstances where the employer has indulged in an unfair labour practice by not filling up permanent posts even though such posts are available and by continuing to employ workmen as temporary or daily wage employees despite their performing the same work as regular workmen on lower wages;

(iii) The power to create permanent or sanctioned posts lies outside the judicial domain and where no posts are available, a direction to grant regularisation would be impermissible merely on the basis of the number of years of service;

(iv) Where an employer has regularised similarly situated workmen either in a scheme or otherwise, it would be open to workmen who have been deprived of the same benefit at par with the workmen who have been regularised to make a complaint before the Labour or Industrial Court, since the deprivation of the benefit would amount to a violation of Article 14; and

(v) In order to constitute an unfair labour practice under Section 2(ra) read with Item 10 of the Vth Schedule of the ID Act, the employer should be engaging workmen as badlis, temporaries or casuals, and continuing them for years, with the object of depriving them of the benefits payable to permanent workmen.

Thus, in view of the principles laid down by the Hon'ble Supreme Court as discussed above, in the instant matter the Workman utterly failed to prove his claim by adducing any documentary or oral evidence that the employer has indulged in unfair labour practice by not filling the permanent posts even though such posts are available and by continuing to employ workmen as temporary or daily wage employees despite their performance was the same work, as regular workmen on lower wages.

43. Respondent has contended that all the vacancies exist and arise upto 31.3.1997 has been filled up from the panel list in order of seniority and no vacancy exists or arises as on 31.3.1997 remained unfilled. Further, it is contended that as per terms of settlement the life of panel lists has been lapsed on 31.3.1997, hence, there is no occasion to extend the life of panel lists beyond 31.3.1997. However, the workman failed to prove contrary by any evidence to the aforesaid contention of the Respondent that the vacancies were existing as on 31.3.1997 and the workman was not given absorption to the permanent post in order of his seniority. It is settled law that the power to create permanent or sanctioned post lies outside the judicial domain and where no posts are available, a direction to grant regularization would be impermissible merely on the basis of the number of years of service. Therefore, the claim of the workman on this ground also not acceptable.

44. Further, as per the of settlement, panel was prepared for absorption of the workmen on the permanent posts has already been lapsed on 31.3.1997 and the vacancies existing and arising upto 31.12.1994 and upto 31.3.1997 as

settlement dated 30.7.1996 has been filled up from the panel by appointing the workmen as per seniority in the panel list. Workman witness WW1 in his cross examination has himself admitted this fact that, some of the temporary employees whose names were included in the panel were given regular appointment in the bank in order of their seniority in the panel. The Workman failed to show that there was any breach of terms of settlement has been committed by the Respondent in appointment to permanent post from aforesaid panel list.

45. As discussed in preceding paragraph of this Award, the life of the panel has not been extended beyond 31.3.1997, by any further settlement hence, the panel list in which name of the Workman was included got expired on 31.3.1997. It is not the case of the Workman that Respondent has regularized similarly situated workmen either in the scheme or otherwise and the Workman has been deprived of same benefit on par with those workmen or the vacancies remained unfilled on the date of lapse of panels i.e., 31.3.1997, Industrial Tribunal has no jurisdiction to extend the date of lapse of panel i.e., 31.3.1997. This Tribunal can not order for regularization of workmen to the permanent post in contravention of the provision of Article 14 of the Constitution of India.

In the case of **Mahboob Deepak vs. Nagar Panchayat Gajraula & Anr, Civil Appeal No.5875/2007 date of judgement 13.12.2007,** Hon'ble Supreme Court have held:-

"8. Respondent is a Local Authority. The terms and conditions of employment of the employees are governed by a statute and statutory rules. No appointment can be made by a Local Authority without following the provisions of the recruitment rules. Any appointment made in violation of the said rules as also the constitutional scheme of equality as contained in Articles 14 and 16 of the Constitution of India would be a nullity.

9. Due to some exigency of work, although recruitment on daily wages or on an ad hoc basis was permissible, but by reason thereof an employee cannot claim any right to be permanently absorbed in service or made permanent in absence of any statute or statutory rules. Merely because an employee has completed 240 days of work in a year preceding the date of retrenchment, the same would not mean that his services were liable to be regularized."

Therefore, in view of the law laid down by the Hon'ble Apex Court, the claim of the Workman for absorption merely on the basis of number of day of work in the Respondent bank Branch is not acceptable. As regard plea of the Workman that the Workman should have been given employment even after 31.3.1997 as temporary Workman, it is the discretion of Respondent to engage the Workman depending upon availability of work and this Tribunal can not direct the Respondent to engage the Workman in the absent of such rule/scheme.

46. In view of principle laid down by Hon'ble Apex Court as discussed above, in the instant matter Workman utterly failed to establish the fact of rendering continuous service for a period of 240 days of service within a period of 12 calendar months commencing and coming backward from relevant date i.e., the date of retrenchment, if has he would be denied to be in continuous service for a period of one year. Therefore, the provision contained under Sec.25F of retrenchment is not applicable to Workman.

Counsel for Workman has relied upon number of decisions of Hon'ble High Court and Hon'ble Supreme Court and few of them are discussed herein:-

In the case of **F.C.I., vs. Kamdhenu Cattle Feed Industries 1993 (1) SCC 71,** therein Hon'ble Supreme Court have held:-

"7. In contractual sphere as in all other State actions, the State and all its instrumentalities have to conform to Article 14 of the Constitution of which non-arbitrariness is a significant facet. There is no unfettered discretion in public law: A public authority possesses powers only to use them for public good. This impose the duty to act fairly and to adopt a procedure which is `fairplay in action'. Due observance of this obligation as a part of good administration raises a reasonable or legitimate expectation in every citizen to be treated fairly in his interaction with the State and its instrumentalities, with this element forming a necessary component of the decision making process in all State actions. To satisfy this requirement of non- arbitrariness in a State action, it is, therefore, necessary to consider and give due weight to the reasonable or legitimate expectations of the persons likely lo be affected by the decision or else that unfairness in the exercise of the power may amount to an abuse or excess of power apart from affecting the bona fides of the decision in a given case. The decision so made would be exposed to challenge on the ground of arbitrariness. Rule of law does not completely eliminate discretion in the exercise of power, as it is unrealistic, but providers for control of its exercise by judicial review."

In the case of **State Bank of India, R.O., Vijayawada vs. Industrial Tribunal, Hyderabad WP No.193/1997,** therein Hon'ble High Court have held,

"*Sri Krovvidi Narasimham, the learned counsel for the 2nd respondent contends, supporting the award that it was a permanent vacancy and even though the 2nd respondent was appointed on temporary basis, his services were not liable to be terminated and he was to be regularised into service on permanent basis. Shastry award warrants that no temporary appointment can be made to a permanent post. But the matter is now covered by two division bench judgements dated 28.11.1986 in W.A. No.791 of 1986 and 25.8.1987 in W.A. No.270 of 1982. The ratio decided in the two judgements is to the effect that there cannot be any mandate to appoint employees on permanent basis when the requirement was for appointment on temporary basis. But it is held in the said judgements that when a temporary*

appointee is ousted from service and not for misconduct and, if again temporary appointment is to be made, then, the case of such temporary appointee who was ousted, has got to be considered in accordance with Sec. 25-H of the Act."

In the case of **State of Haryana and others vs. Piara Singh and others. 1992 (4) SCC 118,** therein Hon'ble Supreme Court have held:-

" 49. If for any reason an adhoc or temporary employee is continued for a fairly long spell, the authorities must consider his case for regularization provided he is eligible and qualified according to the rules and his service record is satisfactory and his appointment does not run counter to the reservation policy of the state."

In the above cited judgements by the Workman the facts of the case are different hence do not apply to instant case of Workman.

47. On the other hand, in support of his contention Respondent has examined witness MW1 and MW1 in chief examination states that, Settlements i.e., on 17.11.1987, 16.7.1988, 27.10.1988, 9.1.1991 were entered into between the SBI and SBI Staff Federation for filling up of the vacancies that arise up to 1994 for those temporary employees who has worked on scale wages. Further, MW1 states that two different panels for messengers and non-messengers as per the eligibility criteria prescribed by the bank. There are four modules in Andhra Pradesh and they are Hyderabad, Tirupathi, Vijayawada and Visakhapatnam. MW1 states that the temporary employees so empanelled were given permanent absorption depending upon the vacancies so arise strictly in terms of the settlement. MW1 states that on 9.6.1995 conciliation proceeding was held before the RLC(C), Hyderabad and in said proceedings it was decided that the panels will be kept live up to 31.3.1997 and vacancies will be filled from both the lists concurrently. A copy of the said minutes of proceedings is Ex.M5. Further, MW1 states that on 30.7.1996 another settlement was entered between the SBI and All India SBI Staff Federation providing for filling up of the vacancies arising up to December 1994 in respect of subordinate cadre and daily wage /casual wage employees out of panel so prepared were to be considered against vacancies arising from January 1995 to December 1996, thereafter the said panels lapse. MW1 states that it was also agreed that all the non- messenger positions in subordinate cadre including part time attendants specially provided as leave reserve will be filled before 31.3.1997 and as regards to non-messengerial positions it is agreed that all such posts sanctioned and fallen vacant up to 31.3.1997 shall be filled before the empanelled list is allowed to lapse. Thus in both the cases empanelled list were lapsed on 1.4.1997. Ex.M6 is the copy of the settlement dated 30.7.1996. Further, witness states that on 27.2.1997 a memorandum of understanding was reached between the SBI and SBI Staff Federation providing that both the panels above mentioned will lapse on 31.3.1997. Ex.M7 is the copy of the memorandum of understanding and Ex.M8 is the copy of the statements giving the particulars of 1989 non-messenger panel, Ex.M9 is the copy of the statement of 1989 non-messenger panel, Ex.M10 is the copy of statement of 1992 panel. Further, witness states that petitioner was included in the 1989 panel. As the existing vacancies at that time were exhausted and his turn did not come he could not be given permanent employment in the bank as per the agreements. All the appointments were made strictly in accordance with the settlements reached from time to time between SBI and SBI staff federation and as per seniority, number of days of temporary service put in by them in the bank in the given period. Further, MW1 states petitioner was not sponsored by any employment exchange he did not undergo the regular process of selection required for appointment as a regular non-messenger the petitioner has not worked for 240 days in any year in his entire temporary service in the bank. The petitioner and other temporary employees were terminated from service by the bank. Further, MW1 states that the vacancies were filled up on regular basis with the temporary employees from the panels and these panels were expired in terms of the settlements so reached and there were no vacancies to absorb such employees. Thus, witness MW1 has proved the documents Ex.M1 to Ex.M12 and also contentions made in the counter. However, MW1 was cross examined by the Petitioner Counsel. But nothing has been elicited in his cross examination so as to discredit the testimony of the witness MW1 as regards the date of lapse of both the panels on 31.3.1997 and reasons assigned for non-absorption of the Petitioner from the panel list to the permanent post. Moreover the witness MW1 was re-examined by the Respondent and the witness MW1 states that panels were expired in terms of the settlement send absorptions to the extent of the available vacancies were made. There was no termination of any temporary messenger as such but their services were not utilized after the cut off date as the available vacancies were already filled up and most of these Petitioners were not in the service of the bank as on the date of the expiry date of the panels. Therefore, in view of the aforesaid testimony of the MW1 in re-examination in the absence of cross examination remained uncontraverted, the claim of the Workman that he was entitled for absorption in permanent post in the branch of Respondent Management on the basis of panel list is found not established.

This point is answered against the Workman.

48. **Point No.IV**:- In view of the discussion and finding given at Point Nos. I, II and III, the Workman is not entitled for any relief and claim statement of Workman sans merit and liable to be dismissed.

This Point is answered accordingly.

AWARD

In view of the fore gone discussion, it is held that the action of the Respondent bank in terminating the services of Sri Beesa Venkateswarlu, Ex. Messenger by way of oral orders w.e.f. 31.3.1997 is justified. Hence, the Petitioner is not entitled for any relief as prayed for. The claim statement filed by Workman sans merit, hence, dismissed. Reference is answered accordingly.

Award is passed accordingly. Transmit.

Typed to my dictation by Smt. K. Phani Gowri, Personal Assistant, transcribed by her, corrected and signed by me on this the 28th day of April, 2026.

IRFAN QAMAR, Presiding Officer

Appendix of evidence

Witnesses examined for the Petitioner	Witnesses examined for the Respondent
WW1: Sri Beesa Venkateswarlu	MW1: Sri K. Bala Kotaiah

Documents marked for the Petitioner

Ex.W1:	Photocopy of interview call letter
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, 19 मई, 2026

का.आ. 974.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार **भारतीय स्टेट बैंक** के प्रबंधतत्र, संबद्ध नियोजकों और उनके कर्मकारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय **हैदराबाद** के पंचाट (102/2002) प्रकाशित करती है।

[सं. एल –12012/183/2000-आईआर बी-I)]

सलोनी, उप निदेशक

New Delhi, the 19th May, 2026

S.O. 974.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref.102/2002*)* 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-12012/183/2000- 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 28th day of April, 2026

INDUSTRIAL DISPUTE No. 102/2002

[Old ID No. 123/2000 of Industrial Tribunal No.I, Hyderabad]

Between:

Sri P. Lakshmi Ramana,

Penekalapadu,

Muddanur.

Distt. Cuddapah – 516001. … Petitioner

And

The Dy. General Manager,

State Bank of India,

Zonal Office,

Renigunta Road,

Tirupathi-517501. …..Respondent

Appearances:

For the Petitioner : Sri Macherla Rangaiah, Advocate

For the Respondent: Sri Y. Ranjeeth Reddy, Advocate

AWARD

The Government of India, Ministry of Labour by its order No. L-12012/183/2000-IR(B.I) dated 19.9.2000 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. 123 /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, Cuddapah main branch in terminating the services of Sri P. Lakshmi Ramana, Messenger, from the services of the Bank? If not, what relief he is entitled?"

After receipt of the reference, it was numbered as ID No. 102/2002 and notices were issued to both the Workman and the management.

2. Before unfolding the factual matrix of the instant industrial dispute it would be apposite to have a bird eye view of a chequered history of the instant industrial dispute. Earlier instant industrial dispute along with the batch cases was decided by this Tribunal vide common award dated 17.5.2005 and the reference was answered in favour of the Respondent and against the Workman. That said common award dated 17.5.2005 was challenged by the aggrieved Workmen in various Writ petition No.6470/2014 along with batch of writ petitions before the Hon'ble High Court of Andhra Pradesh and Hon'ble High Court vide its' judgement dated 23.6.2014 allowed all batch of writ

petitions and set aside the common award dated 17.5.2005 passed in ID No.222 of 2001 and other batch of ID cases by Central Government Industrial Tribunal cum Labour Court, Hyderabad and the Respondent management of State Bank of India was directed to reengage the Writ Petitioners in position, which they have been occupying prior to their termination and further directed to consider their cases for regularization as and when the substantive vacancy arises. This judgement dated 23.6.2014 of Hon'ble High Court of AP, passed in WP No.6470/2014 and batch petitions was challenged by Respondent management before the Hon'ble High Court in Writ Appeal No. 1268 of 2014. The aforesaid Writ Appeals No.1268/2014 and other Writ Appeals were decided by Division Bench of High Court of Andhra Pradesh by a common judgement dated 20.3.2019. Hon'ble High Court in aforesaid Writ Appeal was pleased to pass the order which is extracted as below:-

" 7. Hearing the learned senior counsel for the SBI and the learned senior counsel for the contesting unofficial Respondents, we see that while the learned single Judge was justified in setting aside the award af the Tribunal, the proper course to be adopted was to remit all the cases to the Tribunal. This we say for reasons more than one. Firstly, in such matters, claims have to be decided on individual basis, as different persons have different claims as to the length of officiation or discharge of duties and functions; quality of engagement, drawings, accounting of the post for each one of them, who have worked etc. All these issues will not be the same in all the cases. Therefore, each case ought to have been directed to be decided by the Tribunal afresh on individual basis. The second and most important aspect is the learned single Judge has in one go ordered re-employment of all the workmen. This is not a relief that could have been granted without answering the individual issues; each issue relating to each case could not have been decided by the writ Court within the format of its adjudication procedures and scope. The adjudicating body, which has to do that activity, is the Industrial Tribunal. Therefore, we are of the view that while we would sustain the order of the learned singe Judge insofar as it interfered and sets aside the award of the Tribunal, the further findings and directions, issued through the impugned order have to go and the individual cases have to be sent back for consideration of the Tribunal. Such further procedure before the Tribunal will have to be carried forward with the materials already on record and also by affording an opportunity to the persons, who have claims as well as the management to place their rival contentions and further material before the Tribunal. The learned counsel appearing for the workmen are justified in pointing out that enormous delay has already happened and further action by the Tribunal in this line may be expedited.

9. In the result, these writ appeals are ordered;

(1) affirming the impugned common order of the learned single Judge to the extent it sets aside the common award dated 17.05.2005 of the Industrial Tribunal;

(2) the further findings and directions issued through the impugned common order are vacated:

(3) all the matters shall be remitted to the Industrial Tribunal with a direction to dispose of them within an outer limit of five (5) months from the date of receipt of a copy of this order; and,

(4) the parties to make appearance before the Tribunal on the given date."

Thus, in view of the above direction of Hon'ble High Court of Andhra Pradesh in W.A.No.1268 of 2014 and batch cases. This Tribunal has taken up the matter of industrial dispute for hearing and deciding it afresh in view of the aforesaid guidelines laid down by the Hon'ble High Court in Writ Appeal No.1268/2014 vide judgement dated 20.3.019.

3. The factual matrix of instant industrial dispute as narrated by the Workman in his claim statement are that, the Workman joined in the service of the management institution as Messenger from 1987 to 1997, and has rendered unblemished service spreading over a period of about 11 years. The Respondent has terminated services of Workman by oral orders with effect from 1.4.1997. Further, it is submitted that the management of Respondent bank decided to give a chance to temporarily employed personnel "found suitable for permanent appointment" by wait- listing them by offering permanent appointment or waitlisting till such opportunity arises.

4. That on 17.11.1987 a settlement was reached between All India State Bank of India Staff Federation and the Management of State Bank of India - settlement one, under this settlement three categories of employees were listed. That is, A) those who have completed 240 days in 12 months or less after 1.7.1975. B) those who have completed 270 days in any continuous block of 36 calendar months after 1.7.1975. C) (i) those who have completed minimum of 30 days aggregate temporary service in any calendar year after 1.7.1975 or (ii) 70 days aggregate temporary service in continuous block of 36 months after 1.7.1975.

5. The persons who satisfied in all the above 4 categories were to be interviewed by a selection committee and the said selection committee would determine the suitability of the said candidate for permanent appointment. Therefore, the bank prescribed certain qualifications and from among the candidates satisfying the qualifications the suitable candidates were enlisted by a selection committee. The Clause 7 of the said agreement provided with the selected candidate would be wait listed in order of their respective categorization and the selected panel would be valid upto December, 1991. Clause 10 of the settlement specifically provided that henceforth. "there will be no temporary appointments in the subordinate cadre", except on a restrictive basis in the specified category, "from

amongst empanelled candidates as per existing guidelines of the bank". The Workman further submits that consequent upon the said agreement and the draft, a notification was issued in the newspapers. The last date for responding to the advertisement was 30.8.1988. A written examination followed by viva-voce in May, 1989 was held. A selected panel was prepared, as per Clause 7 of the agreement, ie. Settlement No.1, the selected panel was to be valid upto December, 1991, the Workman submits that circular was issued on 26.4.91 by the said letter it is mentioned that the terms of the agreement dated 17.11.87 was modified vide second agreement dated 16.7.88 was entered into between the parties. In terms of the said agreement a chance was to be given, "to all eligible temporary employees for permanent appointments. The appointments were against the vacancies likely to arise during the years 1995-96, circular made it clear that in view of the enormity of the problem an extension of the currency of the panel, eligible temporary employees who have been empanelled could not appear in the earlier interviews and have been pursuing their cases thereafter, "will be given another chance to appear for interview".

6. Workman submits that there were total five settlements. The settlement dated 17.11.87 is the 1st settlement (Ex M1), settlement dated 16.7.88 is 2nd settlement (Ex M2), settlement dated 27.10.88 is the 3rd settlement (Ex M3), then settlement dated 9.1.91 is 4th settlement and settlement dated 30.7.96 is 5th settlement (Ex M6). In between there is minutes of conciliation proceedings dated 9.6.95 marked as Ex M5. That due to all these settlements which were extended by subsequent settlements thereby created reasonable expectations in the list of the selected candidates arose with that it's a question of time their appointments or services would be regularized in the services of the bank. The Workman was working with the bank on temporary basis was under the bonafide hope that sooner his services will be regularized with the bank. He is thereby closed all his options elsewhere. It is needless to point out that employing person to whom hope of employment in substantial terms was made is a facet of Article 21 of the Constitution of India.

7. Further Workman submits that the Government of India issued Circular No. F-3/3/104/87-IR, dated 16.8.1990. Under said circular the chief Executives of all public sector banks including the Management herein were specifically instructed that until the problem of existing temporary employees is fully resolved, no bank is permitted to make any permanent appointments. That some of the persons similarly situated like this Workman aggrieved by the inaction on the part of the management of the bank is not regularizing their services from out of the selected panel and not clearly focusing the vacancy position, filed W.P. No. 4194/97 before Hon'ble High court of A.P.. It is specifically averred in the said writ petition that the Management of the bank had failed to implement the settlement and that it violates the various fundamental rights guaranteed under the constitution of India. The Hon'ble High court of A.P .. by order dated 5.3.97 directed the bank to implement the settlement as amended from time to time. It also directed the bank to carry out the terms of settlement before the expiry of March, 1997. The Hon'ble High Court also recorded finding that the Bank cannot escape its liability of enforcement of the Settlement. In view of the directions given by the High Court all candidates whose names appeared in the select panels prepared on the basis of the agreement entered into on 17.11.87 under which the panel was valid upto December, 1991, and on the basis of a settlement dated 27.10.1988 whereby the panels were made alive upto 31.3.1997 under which the panel was valid upto December, 1999. The other agreement dated 16.7.1988 under which the panel was valid upto 1992 and on the basis of the settlement dated 27.10.1998 whereby the panels were made alive upto 31.3.1997 were under the bonafide impression that their cases will be considered for regularization and were living on the basis of the said reasonable expectation. Unfortunately, contrary to the aforesaid directions given by the High Court and contrary to the settlements entered into between the parties, the bank issued proceedings dated 25.3.1997, dated 27.3.1997 and 31.3.1997 instructing the various authorities of the Management not to continue the temporary employees those who are in services of the bank from 1.4.97. The said order was followed by the Management. Aggrieved by the said action the Workman herein and similarly situated candidates have filed a writ petition before the Hon'ble High Court and by way of Writ Petition No.9206/97 seeking a declaration that the proceedings issued by the Deputy General Manager and the Assistant General Manager (Respondents 3,4 and 5 therein) on 25.3.97, 27.3.97 and 31.3.97 as illegal and also non-continuance of the Workmen therein in service by absorbing them in the services of the bank as violative of Section 2(p) and 18(1) read with Rule 58 of Central Rules and sought for specific direction to the bank to absorb them in service.

8. Further, Workman submits that in the counter affidavit filed in Writ Petition No.9206/97, the bank has submitted that it has about 805 branches in Andhra Pradesh alone. It has stated that due to exigencies of circumstances and on account of the urgent need in its banks, it employed temporary employees in subordinate cadre. It is pertinent to mention that it does not state the urgent or need or the nature of temporary employees that it had engaged. Enquiry into the same would reveal that the stand taken by the bank either on the ground of urgent need or of temporary employees is a façade to perpetuate unfair labour practice. It is designed to on the one hand, keep the employed in the erroneous zone of hope and on the other to ensure that benefits that a model employer will extend under various statutes to its employees is not required to be borne out by the bank. A reading of the counter affidavit would show that the bank would opines that being just fair and reasonable are which obviously is reprehensible and is a facet of unfair labour practice.

9. The Workman submits that the bank had referred in its counter affidavit to three settlements dated 17.11.87, 16.7.88 and 27.10.88. The bank in the guise of extending the benefits of the circular of Government dated 16.8.90 stated in its counter affidavit that as follows:

"Government of India, vide its letter dated 16.8.1990, issued guidelines to all the public sector banks with regard to recruitment and absorption of temporary employees in public sector banks. The said guidelines were issued to implement on the lines of the approach paper on the issue provided by a committee constituted in this regard. The Government of India guidelines made it clear that all the public sector banks may follow the provisions laid down in the approach paper.

The approach paper specified that the cases of temporary employees who had put in not less than 240 days of temporary service in 12 consecutive Months and who are entitled to benefit of Section 25-F may be decided by entering into a settlement with the representative union. In respect of temporary employees who had put in less than 240 days of service in 12 consecutive months or less, a settlement could be avoided and however if the Management so desired, they could enter into a conciliation settlement with the representative union. Para 6(h), it is mentioned that only those temporary employees who had put in temporary service of 90 or more days after 1.1 1982 would be eligible for considering under the scheme. Although the Government guidelines envisaged for a settlement in respect of employees who had put in temporary service of 90 or more days, the bank by way of further concession entered into settlements Even in respect of those who had put in less than 90 days. As such, it could be Seen that the settlements are more beneficial to the temporary employees concerned. The approach paper also specify at para 6(c) that the banks would provide one time opportunity to all the temporary employees and for that purpose temporary employees worked in the bank on or after 1.1.1982 could be considered for re-employment in terms of the scheme. The Respondents have gone further wherein even persons working after 1975 were also considered.

As could be seen from the above, there was a genuine effort on the part of the Respondent bank to provide permanent employment for as many as possible subject to availability of the vacancies.

It is further submitted that at para 6(k) of the approach paper, it was made clear that this would be one time exercise in full and final settlement of all the aims and disputes for the past period in respect of temporary workmen covered by the settlement. This would mean that the Government of India guidelines would cover only those persons who were temporarily employed for the period specified therein and not otherwise. As such, it is submitted that the Respondents have not only followed the Government of India guidelines but in fact covered cases of the employees who had worked for less than 90 days. As such, question of violation does not arise and in any case those were only broad guidelines and not directives".

10. The Workman submits that the bank also referred a subsequent settlement dated 9.1.1991 wherein there is a clause to the effect- that the panel of temporary employees and the panel of daily wage employees will be operated to a particular period. Therefore, their cases will not be considered. The Management herein relying upon this settlement in their impugned action. It is submitted that even the settlement dated 9.1.1991 will not empower the management to terminate the services of the temporary employees who are working in the bank services like the Workman herein as it does not specify the termination of the employees. In fact there are so many vacancies wherein the Management has engaged several new persons as temporary messengers/ attendars/ sweepers etc., even after the judgment of Hon'ble High Court without considering the cases of the similarly situated candidates like the Workman herein. It is submitted inspite of engaging fresh candidates as is now being done by the Management they would have continued the similarly situated candidates like the Workman herein in the services of the bank and consider their cases for absorption in view of the circulars issued by Central Government as well as the directions of this Hon'ble Court in Writ Petition No.4194/97, dated 5.3.97. In view of the circulars issued by the Central Government, the Management should not have relied upon the settlement dated 9.1.1991. Hence, the impugned action of the Management is illegal, unjust, violative of fundamental rights such as Articles 14,16 and 21 of the Constitution of India.

11. The Workman submits that in W.P. No.4194/97 filed by the union of temporary employees where in they have complained about the non- implementation of the settlements arrived between the parties and sought for absorption. Such employees in the bank services on permanent basis before the date fixed for carrying out the terms of settlement, the Court held that the members of the union had been empanelled in the list, they were not regularized and the time was going to run out to the near future and the Respondent bank and its officers cannot escape from the liability of enforcing the settlement which has been reached and therefore directed that the bank and the officers shall implement the settlement dated 17.11.87 as amended from time to time before the expiry of 31.3.97.

12. Further, it is submitted that in the clause of Settlement it is specifically mentioned that the workmen to be absorbed/appointed in the bank prohibiting any temporary appointments subsequent to the date of settlement even the authorities want to make temporary appointments that should be made only from among the empanelled can be appointed either for temporary vacancy or permanent vacancy except from among the empanelled candidates like the Workman and that should be continued till they are absorbed. The management committed unfair labour practices and terminated the services of the candidates with effect from 1.4.1997 which is arbitrary, discriminatory, contrary to their own guidelines and violative of the constitutional provisions which are guaranteed in Chapter-III of the Constitution of India.

13. The Workman submits that it is strange as to how the panels were allowed to lapse by a so-called Memorandum of Understanding dated 25.2.1997, that the action of terminating such employees like the Workman by virtue of an impugned oral proceedings without implementing the settlement would be illegal and unfair labour practice which cannot be allowed to be perpetuated. That the discontinuance of the Workman after 31.3.97 who had served in the bank in any capacity amounts to retrenchment. It could not have been done without any notice and it violates Sec.25FF of the Industrial Disputes Act, 1947 and the said action is violative of principles of natural justice guaranteed under Chapter III of the Constitution of India. This amounts to retrenchment without one month's notice and taken in view of such notice. Thus, the main proceedings issued by the Respondent is without jurisdiction and is arbitrary, illegal and therefore liable to be quashed. That the alleged Memorandum of Understanding dated 27.2.97, Ex.M5 does not own any legal entity, as the said Memorandum of Understanding is not published anywhere to brought to the notice of the Workman whose rights are being affected. It is submitted that Management did not adhere to the procedure envisaged by the Central Government in its' instructions dated 16.8.90 in the year 1995. The same was not followed in the year 1997 despite there being vacancies. The management has followed the procedure of calling candidates through Employment exchange instead of giving chance to the empanelled candidates like the Workman here. It is pertinent to mention here that the Respondent Management sent letters to the all similarly situated candidates like the Workman in the month of June, 1997, subsequent to the passing of impugned termination orders. After knowing the facts that the candidates are litigating, the Management refused to engage these candidates. It is once again reiterated that the panels are meant for absorption but not for termination. It was the duty of the Management to engage the empanelled candidates like the Workman even in temporary vacancies till they are absorbed permanently in regular vacancies. Hence, the action of the Respondent Management terminating the services of the Workman by oral order dated 31.3.97 is unjust, illegal, violative of principles of natural justice and hence, the Management be directed to reinstate and absorb the Workman and to grant all incidental and consequential benefits.

14. Per contra, Respondent had filed counter and made a contentions that the reference is not tenable and contrary to the provisions of I.D. Act, 1947. Respondent submitted that to tide over severe sub-ordinate staff constraints which arose out of leave vacancies, exigencies, etc., and also owning to the restrictions imposed by the Government of India/Reserve Bank of India on intake of staff, the Respondent bank used to engage sub-ordinate staff like messengers, sweepers, sweeper cum water boys, etc., depending on the availability of work on purely temporary basis for the smooth and uninterrupted functioning of the branches. It is submitted that the All India State Bank of India Staff Federation which represents majority of the employees in the State Bank of India comprising about 98% of the work force as its' members espoused the cause of temporary employees who have put in less than 240 days of temporary service in 12 calendar months in the bank and who were ineligible for any protection under Industrial Disputes Act, 1947 to give a chance for being considered for absorption and permanent appointments.

15. Discussions were held and on 17.11.1987 an agreement was signed between the federation and the Management bank under Sec. 2(p) read with Sec 18(1) of the Industrial Disputes Act, 1947 read with Rule 58 of Industrial Disputes (Central) Rules 1957. A copy of the said settlement dated 17.11.87 which may be herein after referred as first settlement is filed and 4 categories were made as it has already been mentioned in the claim statement above, it need not be repeated here. In the first settlement, it was agreed that the temporary employees as categorized would be given a chance for being considered for permanent appointment in the bank's service against the vacancies which are likely to arise during the period 1987 to 1991. On 16.7.88 second settlement was arrived between the Federation and the Bank whereby it was agreed to substitute the period of consideration of vacancies as 1987 to 1992 in place of 1987 to 1991 as contemplated under the first settlement dated 17.11.1987. This is the second settlement. A 3rd settlement was entered into on 27.10.88 and it was agreed that the bank's service against the vacancies likely to arise from 1988 to 1992 was to be considered. Government of India vide its letter dated 16.8.90 issued guidelines to all the public sector banks with regard to recruitment and absorption of temporary employees in public sector banks. The said guidelines were issued to implement on the lines of approach paper on the issue provided by a committee constituted in this regard. Government of India guidelines made it clear that all the public sector banks may follow the provisions laid down in the approach paper. The approach paper specified that the cases of temporary service in 12 consecutive months and who are entitled to benefit of Sec.25F of the Industrial Disputes Act, 1947 may be decided by entering into a settlement with the representative union. In respect of temporary employees who had put in less than 240 days of service in 12 consecutive months or less, a settlement could be avoided and however if the Management so desired they could enter into a conciliation settlement with the representative union. In para. 6(h) it is mentioned that only those temporary employees who had put in temporary service of 90 days or more days after 1.1.82 would be eligible for considering under the scheme. Although the Government guidelines envisaged for a settlement in respect of employees who had put in temporary service of 90 days or more days, the bank by way of a further concession entered into settlements. Even in respect of those who had put in less than 90 days and also the bank went a step further and said those persons who are working after 1975 were also considered. Hence, there was a genuine effort on the part of the Respondent bank to provide as many as possible jobs subject to the availability of the vacancies. However, para 6 (k) of the approach paper made it clear that it is a one time, exercise in full and final, settlement of all the claims and disputes for the past period, in respect of temporary workmen covered by the settlement. Another settlement was entered on 9.1.91 herein after referred as 4th settlement and the time limit was

extended upto 1994 and separate panel was prepared for temporary employees, casual/daily wagers. It was agreed that while vacancies arising between 1988 to 1994 in respect of temporary employees and in respect of casual/daily wagers, they can be considered for the vacancies arising between 1995-96 only.

16. It is submitted that the administrative set up of the Hyderabad Local Head Office comprises of four Zonal Offices (Zones) at Hyderabad, Vijayawada, Visakhapatnam and Tirupathi covering all the Districts of Andhra Pradesh. In terms of the settlement the Management after following the procedure laid down therein prepared the panels of qualified candidates of temporary employees denoted as 1989 panel and also panel of casual/daily wagers denoted as 1992 panel for giving a chance for being considered for permanent absorption. These panels were prepared zone-wise separately for messengers and non-messengers in the descending order of temporary service put in by the candidates during the stipulated period i.e., 1.7.1975 to 31.7.1988. That the Federation approached the Regional Labour Commissioner(C) for implementation of bi-partite settlement in respect of absorption of temporary employees. The Regional Labour Commissioner(C) conducted conciliation proceedings and an agreement was arrived between the Federation and the bank. It was agreed that it would be kept alive upto March, 1997. A copy of the conciliation proceedings dated 9.2.1995 signed by the parties is filed as material paper. A settlement was arrived at and an agreement was signed between the Federation and the Management bank on 30.7.1996 under Sec.2 (p) read with Sec.18(1) of the Industrial Disputes (Central) Rules, 1957, which is hereinafter called as 5th settlement. That on 27.2.1997 a Memorandum of understanding was also signed by the federation's affiliate and the bank Management recording the fact that the exercise of identifying the messengerial vacancies as on 31.12.1994 has since been completed by Central Office and thereby 403 messengerial vacancies were sanctioned . It was agreed that these vacancies may be filled from 1989 panel of temporary employees after effecting conversion from full time non-messengerial staff in the usual manner and the agreement was reached accordingly. It was agreed between the Federation's affiliate and the Management bank that in terms of the settlement dated 30.7.1996 both the panels of temporary employees and daily wagers/casual employees would lapse on 31.3.1997. That as agreed upon vacancies were filled from the panels. The Workman who has put in an aggregate temporary service of less than 240 days in a continuous block of 12 months period during 1.7.1975 to 31.7.1988 has no right to seek a direction to consider his candidature for absorption in the Management bank under any rule/law except under the settlement entered into thereon.

17. Respondent contended that, in fact, the case of the Workman can be considered under all the five settlements having got his case considered under provisions of these settlements. All the other provisions and terms of the settlements are also binding on him/her. The Management bank has not violated any of the provisions of the terms of the said settlement. That the very preparation and maintenance of panel is in compliance of the terms agreed under these settlements. These settlements were time bound and they ceased to exist on 31.3.1997. That the bank has never promised that all the candidates in the panel will be absorbed. In the advertisement itself it was made clear that candidates will be considered for absorption in the vacancies that may arise upto 1992. Keeping alive the panels after 31.3.1997 is contrary to the settlements arrived between the State Bank of India Staff Federation and the Management bank. That the settlements are binding on the parties. The Workman is also bound under the terms of the said settlement. The settlement does not suffer from any ambiguity as their language is very clear. The right under the settlements is to give them a chance to be considered for future appointment in the bank's services against the vacancies likely to arise. The settlements were effected to balance the expectations of the temporary employees to be absorbed in permanent service as against the constitutional rights for all eligible persons to be considered for employment every time a vacancy arises. That the alleged dispute including the demand for reinstatement has to be decided in this context. It is submitted that the period of panel list got expired on 31.3.97 and it is an integral term of the settlement and cannot be modified in any proceedings under the law. These temporary employees who unfortunately could not be accommodated for want of vacancies have no further rights to be considered for regularization. That the Hon'ble High Court in WP No.12964/94, held as follows, "It is needless to state that the settlement arrived at between the All India State Bank of India Staff Federation which, is the majority union and the bank Management is binding on the Workmen also. It is not at all the case of the Workman that any of the terms of the settlement has been violated by the bank's Management. If the Workman had worked in the bank on part-time basis before 31.5.94, that itself would not vest in him a right to claim that his services should be regularized on permanent basis against a full time cadre post. The claim put forth by the Workman in the present petition is therefore misconceived and not tenable. However, it is open to the Workman to claim any right which flows from the settlement between the union and the bank Management. As already pointed out that it is not the grievance of the Workman that some right which has flown from the settlement in favour of the Workman has been denied by the bank Management. Therefore, I do not find any ground, let alone substantial ground, to grant the kind of relief sought for by the Workman. Writ Petition fails and is accordingly dismissed. No costs."

18. Further, it is contended that if the panels were not lapsed at the end of designated period and allowed to be continued it would result in making the contracts of temporary employment indirectly permanent through back door entry, which would not only be contrary to the settlements but also to Articles 14 and 16 of Constitution of India and deprive the chances of original claimants who would Come through proper recruitment procedure. As their rights have been crystallized by operation of the settlements. Hence, there is no question of any Legitimate expectation being violated.

19. Similarly placed ex-employees filed WP No.9206/1995 and the batch before the Hon'ble High Court of A.P. and the learned Single Judge allowed the Writ Petitions. Aggrieved by the same WA No.86/98 and the batch was filed and the Division Bench set aside the order of the Single Judge. Thereafter the ex-temporary employees filed Special Leave Petition No.11886-11888 of 1998 before the Hon'ble Supreme Court of India. The Hon'ble Supreme Court of India also dismissed the SLP. Therefore, reference to the Judgement of the Learned Single Judge in WP No.9206/97 is of no consequences as the same has already been set aside. The observations made in the Judgements cannot be relied upon for any purpose what so ever. The question of operation of Sec.25F would not come into play. Further the issue is covered by various Judgements of Hon'ble Supreme Court of India and various Hon'ble High Courts. Hence, the reference may be ordered that the Workman is not entitled for any relief.

20. In order to fortify his claim Workman has examined himself as WW1 and also filed documents in evidence which has been exhibited as Ex.W1 to W12. Further, the Workman has filed photocopies of documents in support of his claim which are discussed as under:-

Ex.W1 is the service certificate. Ex.W2 is the interview call letter. Ex.W3 is the panel list. Ex.W4 and Ex.W5 are the lists of panel. Ex.W6 to Ex.W9 are the service certificates. Ex.W10 is the memo of marks. Ex.W11 is the caste certificate. Ex.W12 is the transfer 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, Cuddapah main branch in terminating the services of Workman Sri P. Lakshmi Ramana, a Messenger with effect from 31.3.1997 is justified?

III. Whether the Workman is entitled for absorption on permanent post in the Branch of Respondent management as per averments made by him in the claim statement?

IV. To what relief if any the Workman is entitled for?

Findings:-

25. Point No.I:-Undisputedly settlements dated 17.11.1987, 16.7.1988, 27.10.1988, 9.1.1991 and 30.7.1996, minutes of conciliation proceedings and memorandum of understanding dated 27.2.1997 were executed between the State Bank of India and All India State Bank of India Staff Federation under section 2(p) and 18 (1) of I.D. Act, 1947 read with Rule 58 of Industrial Disputes (Central Rules), 1957.

Section 2(p) of the Industrial Disputes Act, 1947 as follows:-

(p) "settlement" means a settlement arrived at in the course of conciliation proceeding and includes a written agreement between the employer and workmen arrived at otherwise than in the course of conciliation proceeding where such agreement has been signed by the parties thereto in such manner as may be prescribed and a copy thereof has been sent to an officer authorised in this behalf by the appropriate Government and the conciliation officer;

Section 18(1) provides as follows:-

18. Persons on whom settlements and awards are binding.

- [(1) A settlement arrived at by agreement between the employer and Workman otherwise than in the course of conciliation proceeding shall be binding on the parties to the agreement.

Therefore, in view of the provision contained u/s.18 (1) I.D. Act, 1947, terms and conditions enumerated in the aforesaid settlements are binding on the parties to the agreement. The Learned Counsel for Workman has argued that the Workman after going through the selection procedure has successfully been listed in the panel for appointment on the permanent basis in the Respondent management and the empanelled list has to be valid till last person in the empanelled list is appointed on permanent basis. But the impugned order dated 25.3.97, 27.3.97 and 31.3.97, has been issued by Respondent management thereby the services of the Workman has been terminated and the said order is not in consonance of the terms of the agreement entered into between the parties. Further, Workman submits that the Respondent in the 5th settlement has mentioned the date i.e., 31.3.1997 for lapse of empanel list which is illegal and that is not binding upon the Workman. The condition of lapse of empanelment list on 31.3.97 incorporated in the aforesaid 5th settlement, is arbitrary and illegal.

26. The perusal of the impugned order dated 25.3.1997 goes to reveal that the Chief/Branch Manager, SBI Zonal Office has issued the letter to all the branches with regard to the subject not to make any temporary appointments in the Branch in messengerial category from 1.4.1997. The extract of the said letter is given below:-

"We have been advised by the Deputy General Manager, Zonal Office, Hyderabad that as both the panels of temporary employees of 1989 and daily wagers/casual labours of 1992 will lapse by 31.3.1997, it has been decided by Central Office not to make any temporary appointments in messengerial category from 1.4.1997."

Thus, from the contents of the aforesaid letter, it manifest that Head Office of State Bank of India vide letter dated 25.3.1997 has issued direction to all its branches not to make any temporary appointments in messengerial category from 1.4.1997 due to reason of lapse of both panels i.e., 1989 & 1992 on 31.3.1997 as per terms of settlements entered into by both parties. Further, the contents of the subsequent letter dated 27.3.1997 issued by Respondent Management is also direction to Branch Manager, State Bank of India not to make any temporary messengerial category appointment with effect from 1.4.1997 and it has also been communicated to all concerned that the panels of temporary employees and daily wagers maintained by Zonal offices stand lapsed from 31.1.1997. Further, office order dated 31.3.1997 has been issued by Respondent management that goes to reveal that the said office order has been issued to this effect that, "Consequent on absorption of temporary employees in permanent cadre, it has been decided by the competent authority that no one onwards, no further daily labour or temporary employees/appointments should be resorted to/engaged/employed." Therefore, it reflects from the contents of the aforesaid orders that the temporary appointment in messengerial category and daily labour has been stopped by the Respondent management with effect from 1.4.1997 because of the lapsed of panel of temporary workers and daily wagers by 31.3.1997. The agreement for lapse of both the panels on 31.3.1997 is contained in the 5th settlement which has been arrived at between the parties on dated 30.7.1996 with the consensus of both the parties. Therefore, Workman can not challenge the terms and conditions contained in settlement dated 30.7.1996 regarding lapse of panel on 31.3.1997 as agreed between State Bank of India and State Bank of India Staff Federation. As per provision contained u/s.18(1) of I.D. Act, 1947 the said Agreement dated 30.7.1996 is binding on both the parties.

In the case of **Allied Sales Corporation Secunderabad vs.The Authority Under Andhra Pradesh..... 1990 II LLJ 510 AP para 414, Hon'ble Court have held:-**

"*4. There was a settlement between the Management and the workmen under Section 18(1) of the Industrial Disputes Act on 25th April 1983 under which the age of superannuation of the workmen was fixed at 55 years. The settlement was to be in force upto 30th June 1986 and the next settlement, incorporating practically the same terms, was again entered into on 4th February 1987 under Section 18(1) of the Industrial Disputes Act. There is no dispute that these settlements are under Section 18(1).*

14. Now the Authority constituted under Section 41(1) of the Act is an authority with very limited jurisdiction. It can only decide in the first appeal whether a termination by the management is valid or not and is within the parameters of Section 40 of the Act. The said Authority, in our view, has absolutely no jurisdiction to decide whether a settlement entered into under Section 18(1) of the Industrial Disputes Act between the representatives of the Workmen and of the Management, is vitiated by undue influence or misrepresentation or coercion on the part of the Management. The Authority, namely, the Assistant Commissioner of Labour, was never intended by the A.P. Legislature to have jurisdiction to go into the question of the validity of a settlement arrived at under Section 18 of the Industrial Disputes Act by an Industrial Court. That Parliament has, in fact, constituted Industrial Courts under the Industrial Disputes Act, with extensive powers cannot be disputed. What we mean to say is that the Authority under Section 41(1) of the A.P. Act has no jurisdiction what-so-ever either to question or to decide about the validity of any such settlements. If parties to a settlement have a grievance about the validity of a settlement, it is for them to agitate the matter before the appropriate forum and they cannot ask an Authority constituted under Section 41(1) of the A.P. Shops and Establishments Act, 1966 with limited jurisdiction, to go into any such question and, that too, incidentally while deciding whether retirement as per the contract of employment, is legal or not."

It is not the case of Workman that aforesaid settlements are vitiated by undue influence or misrepresentation or coercion on the part of the management. If the Workman feeling aggrieved by any terms of settlement/ agreement on the aforementioned grounds then he can challenge of settlement before a competent authority under the Act, 1947. But here in the instant matter it is not a case of Workman that aforementioned settlement has been entered into

between the parties on the ground of undue influence or misrepresentation or coercion. Therefore, Workman is barred to raise any objection in respect of fixing the date of lapse of both panels on 31.3.1997 as agreed between both the parties and Workman can not challenge any terms of said Agreement.

Further in the case of **Herbertsons Limited Vs. Workmen of Herbertsons Limited and Ors, 1977 AIR 322,** Hon'ble Supreme Court have held:-

The Tribunal thought that the question of the quantum of membership of the 2nd Respondent did not call for a finding at all in view of 1his Court's order. As observed above that was not a correct assumption. On the other hand, we feel that this view of the Tribunal has led it to approach the matter in an entirely erroneous manner. The Tribunal is, rightly enough, conscious that under section 18 (1) of the Industrial Disputes Act the settlement was binding on the company and the members of the 3rd Respondent union. Even so, the Tribunal devoted nearly half of its order in scanning the evidence given by the company and Respondent No. 3 to find out whether the terms of the settlement had been explained by the President of the union to the workmen or not and whether the workers voluntarily accepted the settlement knowing all the "consequences". This to our mind is again an entirely wrong approach.

"When a recognised union negotiates with an employer the workers as individuals do not come into the picture. It is not necessary that each individual worker should know the implications of the settlement since a recognised union, which is expected to protect the legitimate interests of labour, enters into a settlement in the best interests of labour. This would be the normal rule. We cannot altogether rule out exceptional cases where there may be allegations of mala fides, fraud or even corruption or other induce- ments. Nothing of that kind has been suggested against the President of the 3rd Respondent in this case. That being the position, prima facie, this is a settlement in the course of collective bargaining and, therefore, is entitled to due weight and consideration.

It is not possible to scan the settlement in bits and pieces and hold some parts good and acceptable and others bad. Unless it can be demonstrated that the objectionable portion is such that it completely outweighs all the other advantages gained the Court will be slow to hold a settle- ment as unfair and unjust. The settlement has to be accepted or rejected as a whole and we are unable to reject it as a whole as unfair or unjust. Even before this Court the 3rd Respondent representing admittedly the large majority of the workmen has stood by this settlement and that is a strong factor which it is difficult to ignore. As stated elsewhere in the judgment, we cannot also be oblivious of the fact that all workmen of the company have accepted the settlement. Besides, the period of settlement has since expired and we are informed that the employer and the 3rd Respondent are negotiating another settlement with further improvements. These factors, apart from what has been stated above, and the need for industrial peace and harmony when a union backed by a large majority of workmen has accepted a settlement in the course of collective bargaining have impelled us not to interfere with this settlement. That being the position, we unhold the settlement as fair and just and order that the award of the Tribunal shall be substituted by the settlement dated October 18, 1973. The said settlement shall be the substituted award. The appeal is disposed of accordingly. There will be no order as to costs."

Therefore, in view of the law laid down by the Hon'ble Apex Court as discussed above, the contention of the Workman that the date fixed for lapse of empanelled list on 31.3.1997 for appointment to the permanent post vide 5th Settlement dated 30.7.1996 is arbitrary, illegal is not untenable. The recognized union of Workmen has negotiated with the Respondent Bank Management representing large number of Workmen and the Workman as individual do not come into picture. Workman in the instant case has work as temporary Workmen in the Respondent Branch and in response of Notification he had applied for inclusion of his name in the panel and he was selected for inclusion his name in the panel list to be utilized for absorption of such Workman to permanent post in order of their seniority in the list. The Settlement dated 30.7.1996 between State Bank of India and All India State Bank of India Staff Federation under Sec.2(p) and Sec.18(1) of I.D. Act, 1947 has clearly provided as regard non-messengerial position and it is agreed that all such posts sanctioned fallen vacant upto 31.3.1997 shall be filled before empanel list is allowed to lapse. Thus, in view of law laid down by the Hon'ble Apex Court, in the instant case, Agreement dated 30.7.1996 was entered into between both the parties in respect of lapsing of the both the panels on 31.3.1997 and absorption of the Workmen from panel list was subject to availability of vacancy of post likely to arise upto 31.3.1997, have a binding force on Workman as well as management of State Bank of India in view of provision contained under section 18 (1) of I.D. Act, 1947.

Thus, Point No.I is answered against the Workman and in favour of the Respondent.

27. **Point No.II**:- Firstly, it is submitted on behalf of the Workman that the Respondent has terminated his services by oral order on 31.3.1997 without issuing any notice or paying any salary or compensation in lieu thereof. Therefore, the termination order of the Workman from service is in violation of provision contained Under Section 25 F of I.D. Act, 1947. Therefore, the order is liable to be set aside.

28. On the other hand, Respondent counsel contended that Workman has not worked for 240 days in any preceding calendar year. Therefore, reference of the industrial dispute is not relevant. In this context, the Workman has examined himself as WW1 who has reiterated that Workman has been terminated from service by Respondent on 31.3.1997 without notice of salary or compensation in lieu thereof. Before examining the claim of the Workman on merit it would be apposite to reproduce the provision contained under section 25 F:-

Section 25F provides:-

Conditions precedent to retrenchment of workmen.- No Workman employed in any industry who has been in continuous service for not less than one year under an employer shall be retrenched by that employer until—

(a) the Workman has been given one month' s notice in writing indicating the reasons for retrenchment and the period of notice has expired, or the Workman has been paid in lieu of such notice, wages for the period of the notice:

(b) the Workman has been paid, at the time of retrenchment, compensation which shall be equivalent to fifteen days' average pay for every completed year of continuous service] or any part thereof in excess of six months; and

(c) notice in the prescribed manner is served on the appropriate Government or such authority as may be specified by the appropriate Government by notification in the Official Gazette].

Compensation to workmen in case of transfer of undertakings.

Section 25B defines the term continuous service which provides

Definition of continuous service.- For the purposes of this Chapter,--

(1) a Workman shall be said to be in continuous service for a period if he is, for that period, in uninterrupted service, including service which may be interrupted on account of sickness or authorized leave or an accident or a strike which is not illegal, or a lock- out or a cessation of work which is not due to any fault on the part of the Workman;

(2) where a Workman is not in continuous service within the meaning of clause (1) for a period of one year or six months, he shall be deemed to be in continuous service under an employer--

(a) for a period of one year, if the Workman, during a period of twelve calendar months preceding the date with reference to which calculation is to be made, has actually worked under the employer for not less than--

(i) one hundred and ninety days in the case of a Workman employed below ground in a mine; and

(ii) two hundred and forty days, in any other case;

In order to prove the fact of 240 days of service within 12 months of a calendar year just preceding from the date of termination, the initial burden of proof lies upon the Workman and the Workman has to prove this factum by adducing his oral as well as documentary evidence in support of his claim.

Further, how to calculate 240 days of service by the Workman in a calendar year. In this context the reference of decisions of Hon'ble Supreme Court is relevant and the same are discussed below:-

In Rajasthan State Ganganagar S. Mills Ltd. v. State of Rajasthan and Anr. (2004) Apex Court held:

"It was the case of the Workman that he had worked for more than 240 days in the year concerned. This claim was denied by the appellant. It was for the claimant to lead evidence to show that he had worked for 240 days in the year preceding the date of his termination. He has filed an affidavit. It is statement which is in his favor and that cannot be regarded as sufficient evidence for any Court or Tribunal to come to the conclusion that in fact the claimant had worked for 240 days in a year These aspects were highlighted in Range Forest Officer v. S.T. Hadimani (2002 (3) SCC 25. No proof of receipt of salary or wages for 240 days or order or record in that regard was produced. Mere non-production of the muster roll for a particular period was not sufficient for the Labour Court held that the Workman had worked for 240 days as claimed."

In Municipal Corporation, Faridabad v. Siri Niwas (2004 (8) SCC 195), held "*the burden was on the Workman to show that he was working for more than 240 days in the preceding one year prior to his alleged retrenchment." In M.P. Electricity Board v. Hariram (2004 (8) SCC 246) the position was again reiterated in paragraph 11 as follows: "The above burden having not been discharged and the Labour Court having held so, in our opinion, the Industrial Court and the High Court erred in basing an order of reinstatement solely on an adverse inference drawn erroneously ..*"

In the case of Manager, RBI, Bangalore vs. S Mani (2005) SCC Page 100, the 3 Judges Bench of the Apex Court held that "*the initial burden of proof was on the Workman to show that he had completed 240 days of service."*

Hon'ble Apex Court in the case of Mohan Lal vs Management BEL 1981 SCC page 225 has laid down the principle that how to count 240 days of service within one year it is held: *"Clause (2)(a) provides for a fiction to treat a Workman in continuous service for a period of one year despite the fact that he has not rendered uninterrupted service for a period of one year but he has rendered period of 240 days during the period of 12 calendar service for months counting backwards and just preceding the relevant date being the date of retrenchment. In other words, in order to invoke the fiction enacted in clause (2)(a) it is necessary to determine first the relevant date, ie the date of termination of service which is complained of as retrenchment. After that date is ascertained. move backward to a period of 12 months just preceding the date of retrenchment and then ascertain whether within the period of 12 months, the Workman has rendered service for a period of 240 days. If these three facts are affirmatively*

answered in favor of the Workman pursuant to the deeming fiction enacted in clause (2)(a) it will have to be assumed that the Workman is in continuous service for a period of one year and he will satisfy the eligibility qualification enacted in Section 25-F"

"14. We have already extracted section 25B since its amendment and the change in language is the legislative exposition of which note must be taken. In fact, we need not further dilate upon this aspect because in Surendra Kumar Verma and Ors. v. Central Government Industrial-cum-Labour Court, New Delhi and Anr., Chinnappa Reddy. J., after noticing the amendment and referring to the decision in Sur Enamel and Stamping Works (P) Ltd case, held as under:

"These changes brought about by Act 36 of 1964 appear to be clearly designed to provide that a Workman who has actually worked under the employer for not less than 240 days during a period of twelve months shall be deemed to have been in continuous service for a period of one year whether or not he has in fact been in such continuous service for a period of one year. It is enough that he has worked for 240 days in a period of 12 months, it is not necessary that he should have been in the service of the employer for one whole year."

In a concurring judgment Pathak J. agreed with this interpretation of section 25B(2). Therefore, both on principle and on precedent it must be held that section 25B(2) comprehends a situation where a Workman is not in employment for a period of 12 calendar months, but has rendered service for a period of 240 days within the period of 12 calendar months commencing and counting backwards from the relevant date, i.e. the date of retrenchment. If he has, he would be deemed to be in continuous service for a period of one year for the purpose of section 25B and Chapter VA."

Thus, in view of the law laid down by the Hon'ble Apex Court as discussed above the initial burden of proof lies upon the Workman to show that he has completed 240 days of the service with the Respondent just preceding from the date of his termination. Further, in respect of the employment of calculating the 240 days service in view of the contents of Section 25-F read with Section 25-B of the I.D. Act, 1947.

29. Now, in view of the provision contained under Section 25 F and law laid down by the Hon'ble Apex Court, we have to examine whether the Workman has discharged his initial burden of proof in respect of his claim of 240 days continuous service in a calendar year just preceding from the date of his termination i.e., 31.3.1997.

In this context, WW1 in his cross examination has stated that,

"I was not sponsored by any employment exchange for appointment in the bank. I did not undergo the regular selection process required for appointment as a temporary messenger in the bank.."

"It is true that I did not work for 240 days in any year in my entire service."

Thus, it is clear from the testimony of WW1 that the Workman had not worked for 240 days continuously in any 12 months of a calendar year just preceding from the date of his termination in the Respondent bank. Therefore, Workman failed to establish his plea by his oral and documentary evidence that he had worked for 240 days continuously in calendar year just preceding from the date of his termination i.e., 31.3.1997. Thus, the claim of the Workman that he has been terminated by oral order without issuing notice or payment in lieu after termination, in contravention of Section 25 F of Industrial Disputes Act, 1947 is not tenable. However the documents filed by the Workman in support of his claim, number of days worked with the Respondent goes to reveal that the Workman had worked intermittently as daily wager depending upon availability of work in branch. Workman did not file any document of appointment letter or salary slips in support of his claim for appointment as a non-messenger in the Respondent branch on temporary basis.

30. Per contra, the Learned Counsel for Respondent has submitted the allegation of Workman that he was terminated from services is not correct. As the vacancies were filled up on regular basis in order of their respective seniority the non-engagement of the Workman does not amount to termination. Further, Respondent contended that no law provide that even though there is no work temporary employee should be continued in the bank work as the very engagement of Workman was subject to availability of work. Therefore, the allegation that the bank has indulged in unfair labour practice is incorrect.

31. Thus, in view of the fore gone discussion and contentions made by the Respondent, I find the force in the argument advanced by the Respondent that in the instant matter, Workman was not terminated from service by order dated 31.3.1997 rather he was disengaged in view of the non-availability of the work in the branch. Further, there was direction issued by the Head Office of the Respondent authority not to engage any daily wager Workman/ temporary Worker w.e.f. 1.4.1997. Thus, such disengagement of Workman does not amount to termination. Moreover, the Workman failed to prove his claim that he was terminated in contravention of provision of Sec.25F of the I.D. Act, 1947 as he failed to establish his plea by any oral or documentary evidence that he had worked for 240 days continuously in a twelve months of calendar year just preceding from date of termination i.e., 31.3.1997.

32. Further, perusal of the order dated 25.3.1997 goes to reveal that the Chief Branch Manager, State Bank of India has issued the letter to Zonal Office with direction to all its branches to this effect that they have been advised by the DGM, Zonal Office, Hyderabad that as both the panel of temporary employees of 1989 and daily wagers/casual

labour of 1992 will lapse on 31.3.1997 it has been decided by central office not to make any temporary appointments in messengerial cadre from 1.4.1997, therefore it was directed to issue suitable instructions not to make temporary appointments from 1.4.1997. There is no mention in this order that the Workman herein has been terminated from service by this order.

33. Further, the circular dated 27.3.1997 was issued by DGM, SBI to all branches in commercial network in respect of the non-appointment of temporary employees in subordinate cadre and it has directed not to make any temporary employment in the subordinate cadre with effect from 1.4.97 and further, it has directed to ensure that no temporary/casual/daily basis appointment of the petty cash. Further, it is directed to all Branch Managers that any deviation in this regard will be viewed seriously. Thus, these circulars do not reflect that the Workman has been terminated from service by this order.

34. Similarly, office order dated 31.3.1997 is simply a direction to all branches of the Respondent bank by DGM that no further daily labour should be engaged or employed. Therefore, the plea of the Workman that he has been terminated by the aforesaid order dated 25.3.1997, 27.3.1997 and 31.3.1997 from the service by the Respondent is not acceptable. The evidence adduced by the Workman clearly goes to reveal that he had worked as a daily wager for which he has been paid wages according to number of working days. As there was an order for prohibition for engaging temporary workmen, in the bank, therefore, Workman could not be engaged by the Respondent for work from 1.4.1997 and there after. It is settled law that the daily wagers are engaged by the employer depending upon the availability of work and as the work was not available the Workman was not engaged further by the Respondent management. Therefore, the Workman on the ground of number of days he had worked in the Respondent bank cannot claim any right to reinstate him into the employment. As the Workman failed to prove the mandatory condition of 240 days of continuous service as required under Sec.25F of I.D. Act, 1947. Therefore, the disengagement of Workman from work can not be termed in contravention of provision contained under Sec.25F and 25 B of the I.D. Act, 1947.

Thus, this point is answered against the Workman and in favour of Respondent.

35. **Point No.III**:- In this context, the Workman has contended that the management failed to implement the selected panels during its valid tenure. The management adopted the back door methods contrary to the settlements and filled up the vacancies. The same is evident from the proceedings dated 18.11.1993 a copy of the same is filed in the material papers and the same may be read as part of the claim statement. Further, it is submitted that management has to adhere the procedure issued by the Central Government, the instructions dated 16.8.1990 in the year 1995, but same was not followed in the year 1997 despite there being vacancies. The management has followed the procedure of calling candidates through employment exchange instead of giving chance to the empanelled candidates like the Workman herein. The management sent call letters to the similarly situated candidates like the Workman in the month of June 1997 subsequent to issuance of impugned termination orders. After knowing the fact that they are litigating the issue by way of dispute, the management has refused to engage those candidates, the copies of call letters issued are filed herein along with claim petition. The Workman herein reiterates that the panels are meant for absorption but not for termination. In view of the same a duty is cast upon the Respondent management to engage the empanelled candidates like the Workman herein even in temporary vacancies till they are absorbed permanently in regular vacancies.

36. On the other hand, Respondent has contended that the Federation approached Regional Labour Commissioner (Central) for implementation of bipartite settlement in respect of the absorption of temporary employees. The Regional Labour Commissioner (Central) conducted conciliation proceedings and agreement was arrived at between the Federation and the Management bank. It is submitted that it was agreed between the Federation and the Management that both the panels of temporary employees and daily wagers /casual labour would be kept alive upto March, 1997 and the vacancies as agreed to under the afore set out settlements will be filled from both the lists concurrently. A copy of the conciliation proceedings dated 9.6.1995 signed by the parties to the dispute is filed as a material paper. Further, it is submitted that the settlement was arrived at and an agreement was signed between the Federation and the Management bank on 30.7.1996 under Section 2(p) read with Section 18(1) of the Industrial Disputes (Central) Rules 1957 which is binding on the parties. A copy of this agreement which hereinafter may be referred to as 5th settlement for brevity, is also filed as a material paper. The 5th settlement dated 30.7.1996 whereunder the earlier four settlements dated 17.11.1987, 16.7.1988, 27.10.1988 and 9.1.1991 were also referred, it was agreed to, by the Federation and the Management bank that both the panels of temporary employees and daily wagers/casual employees will be kept alive upto March, 1997 for filling the vacancies existing/arrived at as on 31.12.1994 as per the norms agreed to between the bank and Federation and that thereafter the said panels would lapse. It was also agreed that within the framework of the above settlements the modalities about drawing names from either the panel of temporary employees or the panel of daily wagers and casual labour would be decided administratively on circle to circle basis depending upon the local requirements in consultation with the Federation's affiliate by the Circle management. It was further agreed that all messenger real vacancies/positions in the subordinate cadre including part-time attendants specifically provided as leave reserve will be filled by the end of 31.3.1997. Further, Respondent contended that on 27.2.1997 a memorandum of understanding was also signed between the Federation's affiliate and the bank management regarding the fact that the exercise of identifying the messengerial

vacancies as on 31.12.1994 has since been completed by central office and thereby 403 messengerial vacancies were sanctioned to the circle of the Management bank and it was agreed that these vacancies may be filled from 1989 panel of temporary employees after effecting conversion from full time non-messengerial staff in the usual manner and the agreement was reached upon. Further, it was agreed between the Federations affiliate and the management bank that in terms of the settlement dated 30.7.1996 both the panels of temporary employees and daily wagers /casual employees would lapse on 31.3.1997.

37. The Workman has contended that the empanelled list prepared by the Respondent management for appointment of temporary and daily wage Workers to the permanent post cannot lapse unless until it is exhausted by appointing all the empanelled persons and it should continue even after 31.3.1997, i.e., the date fixed for the lapse of panel. It is undisputed that the date of lapse of empanelled list of Workmen has been fixed to 31.3.1997 as mentioned in the settlement dated 30.7.1996, and agreed between the parties. It is settled law that and once the life of panel list lapses on the date as agreed between the parties it cannot be extended beyond that date. In the instant case the panel list of the workmen was valid upto 31.3.1997 in view of the terms and conditions enumerated in the 5th Settlement entered into between the parties. As the lapse of panel i.e., 31.3.1997 has been agreed by State Bank of India and State Bank of India Staff Federation through 5th Settlement, the Workman is not competent to challenge the same.

In this context I would like to take reference of the decision of the apex court in the case of **Syndicate Bank and Ors vs. Shankar Paul and Ors , AIR 1997 SC 3091, therein the Hon'ble Apex Court** have held:-

"Till 1982, the branches of the appellant Bank in Calcutta region were recruiting persons locally to work as temporary attenders in leave vacancies. In view of the revised procedure prescribed by the Government of India in respect of such temporary appointments, the Calcutta regional office of the appellant Bank issued a circular to all of its branches on 14.8.1982, instructing all the branches under it to discontinue the old practice from 1.6.1982 and appoint only empanelled candidates. The regional office was to prepare a panel of eligible candidates, after calling names from the local/district employment exchange, and split it up branch-wise. Following that new procedure yearly panels were prepared thereafter. Names of the Respondents were for the first time included in the panel prepared for the period 7.2.1987 to 6.2.1988. By its letter dated 7.2.1987 the Bank had informed the Respondents that the panel was valid for one year only and that inclusion of their names in the panel was not to confer on them any right to seek permanent appointment in the service of the bank. Considering the object with which the panel was prepared and the fact that it was an yearly panel expiring on 6.2.1988, we are of the opinion that the Respondents did not get any right, because of inclusion of their names in the said panel, for permanent absorption in the service of the Bank. Whatever conditional right they had came to an end with the expiry of the panel. The claim of the Respondents, as contained in the writ petition was thus misconceived and therefore the learned single Judge and the Division Bench, when it first decided the appeal, were right in dismissing the writ petition and the appeal respectively."

Thus, in view of the above law laid down by the Hon'ble Apex Court and in view of the terms and conditions of the 5th Settlement the contention of the Workman that empanelled list should continue even after 31.3.1997 till the last Workman in the panel is absorbed is not tenable. The contention of the Workman is baseless in view of recital in the settlement. Therefore, in view of the fore gone discussion and finding given at Point No. I regarding binding nature of Settlements and terms and conditions enumerated therein, in view of the provision contained u/s.18(1) of the I.D. Act, 1947, I am of the considered view that life of panels lapsed on 31.3.1997 in view of terms of settlement dated 30.7.1996 and plea of Workman that the panel shall continue even after 31.3.1997 till last man absorbed has no legal force and same is untenable.

38. Undisputedly, settlement agreement dated 30.7.1996 was executed between the State Bank of India and State Bank of India Staff Federation and in that settlement it was agreed that both the panels of temporary employees and daily wagers/ casual employees will be used for filling vacancies existing as on 31.12.1994 as per the norms agreed between the bank and the Federation. These empanelled workmen were to be given a chance for permanent appointment in the bank against vacancies arising up to December 1994 whereas the daily wagers/ casual employees were to be considered against the vacancies arise from January 1995 to December 1996, whereby the said panel would lapse. It was agreed that the vacancies falls upto 31.3.1997 shall be filled before the empanelled list is allowed to lapse. Thus, the claim of the Workman to the post of permanent non-messenger in the Respondent management was subject to the availability of the sanctioned post and vacancies arising upto 31.3.1997. The workmen given chance to the permanent post were seniors in number of working days in panel list and Workman herein was junior to those workmen. Therefore, Workman could not be given absorption to permanent post being junior to other workmen in the panel list.

39. In this context the Workman witness WW1 was cross examined by the Respondent counsel and in the cross examination the witness WW1 states:-

"I applied in response to the notification issued by the bank as per the settlements entered into by the union with the bank.... Further, witness states, *I did not know that the panels were prepared by the bank basing on the number of days of service put in by the temporary employees. I do not know that the bank had filled up the vacancies of*

messenger with the temporary employees in order of their seniority depending upon the no. of days they worked…. Further witness states, *I am not having any document to show that the persons who worked less no. of days of service than me were given regular appointment in the bank."*

Thus, from the above statement of the Workman witness WW1 it is clear that the panel was prepared in terms of various settlements entered into between Staff Federation of State Bank of India and State Bank of India and it was prepared on the basis of number of days of work put in by the temporary employees. Further, the Workman himself admitted that some of the temporary employees whose names were included in the panel were given regular appointment in the bank in order of their seniority in the panel and he is not having any document to show that any person who worked for less number of days than the Workman was given appointment in the bank. Therefore, the allegation of the Workman that the regular appointment has been made by the bank from the panel list in breach of the terms of the settlement and violation of seniority of panel list is not proved by this evidence of WW1. Thus, there is no evidence on record that bank has given the appointment to the temporary employees as well as daily wagers from the panel list 1989 and 1992 in breach of seniority of the temporary employees in the list. There is no evidence of jumbling in the panel list to make appointment of any permanent Workman in breach of the seniority. Therefore, I am constrained to hold that the Respondent Management has appointed the workmen from panel list in order of seniority and there is no jumbling of workmen in the panel list before it got lapsed on 31.3.1997.

40. However, Workman has taken the plea that the panels of Workmen for absorption in the employment of the Respondent banks (panels of temporary employees and daily wagers) has been lapsed on 31.3.1997 in contravention of terms of settlement as the object of preparing the entire empanelment of temporary and daily wagers was to provide them permanent employment and till the both the panel lists exhausted the panel list cannot be lapsed on 31.3.1997 and the date of lapsing of the panel on 31.3.1997 has been fixed by the Respondent arbitrarily without any authority.

41. In this context, the perusal of Settlement dated 30.7.1996 reveals that the 5th Settlement dated 30.7.1996 was entered under Section 2(p) and 18(1) of I.D. Act, 1947 read with Rule 58 of Industrial Dispute (Central) Rules 1957. This settlement has been entered into by the competent parties and in this settlement parties thereto agreed that both the panels of temporary employees and daily wagers/casual employees will lapse on 31.3.1997. Thus the date of lapse of panel was fixed by both the parties with consensus under the settlement dated 30.7.1996 and same is binding upon the Workman under the provision of Section 18(1) of I.D. Act, 1947. Moreover, this issue of binding force of the settlement dated 17.11.1987, 16.7.1988, 27.10.1988 and 9.1.1991 has already been discussed, decided at finding in Point No.I of this award. However, the legality and validity of the aforementioned settlement has not been challenged by the Workman before any competent forum. Thus, claim of Workman that the date of lapse of panel i.e., 31.3.1997 has been fixed arbitrarily by the Respondent bank is untenable. As regard the claim of Workman for his absorption to the permanent post it is settled law that the Workman can not claim his regularization to permanent post merely on the basis of number of working days.

42. In this context the reference of the decision of Hon'ble Supreme Court in the case of **Oil and Natural Gas Corporation vs Krishan Gopal 2020(3) SCALE 272, date of decision 7.2.2020** is relevant therein Hon'ble Supreme Court have has laid down principle regarding regularization of the Workman on permanent posts. Hon'ble Supreme Court have laid down the prepositions of regularization of the workmen to permanent post is as under:-

"*(i) Wide as they are, the powers of the Labour Court and the Industrial Court cannot extend to a direction to order regularisation, where such a direction would in the context of public employment offend the provisions contained in Article 14 of the Constitution;*

(ii) The statutory power of the Labour Court or Industrial Court to grant relief to workmen including the status of permanency continues to exist in circumstances where the employer has indulged in an unfair labour practice by not filling up permanent posts even though such posts are available and by continuing to employ workmen as temporary or daily wage employees despite their performing the same work as regular workmen on lower wages;

(iii) The power to create permanent or sanctioned posts lies outside the judicial domain and where no posts are available, a direction to grant regularisation would be impermissible merely on the basis of the number of years of service;

(iv) Where an employer has regularised similarly situated workmen either in a scheme or otherwise, it would be open to workmen who have been deprived of the same benefit at par with the workmen who have been regularised to make a complaint before the Labour or Industrial Court, since the deprivation of the benefit would amount to a violation of Article 14; and

(v) In order to constitute an unfair labour practice under Section 2(ra) read with Item 10 of the Vth Schedule of the ID Act, the employer should be engaging workmen as badlis, temporaries or casuals, and continuing them for years, with the object of depriving them of the benefits payable to permanent workmen.

Thus, in view of the principles laid down by the Hon'ble Supreme Court as discussed above, in the instant matter the Workman utterly failed to prove his claim by adducing any documentary or oral evidence that the employer has indulged in unfair labour practice by not filling the permanent posts even though such posts are available and by

continuing to employ workmen as temporary or daily wage employees despite their performance was the same work, as regular workmen on lower wages.

43. Respondent has contended that all the vacancies exist and arise upto 31.3.1997 has been filled up from the panel list in order of seniority and no vacancy exists or arises as on 31.3.1997 remained unfilled. Further, it is contended that as per terms of settlement the life of panel lists has been lapsed on 31.3.1997, hence, there is no occasion to extend the life of panel lists beyond 31.3.1997. However, the workman failed to prove contrary by any evidence to the aforesaid contention of the Respondent that the vacancies were existing as on 31.3.1997 and the workman was not given absorption to the permanent post in order of his seniority. It is settled law that the power to create permanent or sanctioned post lies outside the judicial domain and where no posts are available, a direction to grant regularization would be impermissible merely on the basis of the number of years of service. Therefore, the claim of the workman on this ground also not acceptable.

44. Further, as per the of settlement, panel was prepared for absorption of the workmen on the permanent posts has already been lapsed on 31.3.1997 and the vacancies existing and arising upto 31.12.1994 and upto 31.3.1997 as settlement dated 30.7.1996 has been filled up from the panel by appointing the workmen as per seniority in the panel list. Workman witness WW1 in his cross examination has himself admitted this fact that, some of the temporary employees whose names were included in the panel were given regular appointment in the bank in order of their seniority in the panel. The Workman failed to show that there was any breach of terms of settlement has been committed by the Respondent in appointment to permanent post from aforesaid panel list.

45. As discussed in preceding paragraph of this Award, the life of the panel has not been extended beyond 31.3.1997, by any further settlement hence, the panel list in which name of the Workman was included got expired on 31.3.1997. It is not the case of the Workman that Respondent has regularized similarly situated workmen either in the scheme or otherwise and the Workman has been deprived of same benefit on par with those workmen or the vacancies remained unfilled on the date of lapse of panels i.e., 31.3.1997, Industrial Tribunal has no jurisdiction to extend the date of lapse of panel i.e., 31.3.1997. This Tribunal can not order for regularization of workmen to the permanent post in contravention of the provision of Article 14 of the Constitution of India.

In the case of **Mahboob Deepak vs. Nagar Panchayat Gajraula & Anr, Civil Appeal No.5875/2007 date of judgement 13.12.2007,** Hon'ble Supreme Court have held:-

"8. Respondent is a Local Authority. The terms and conditions of employment of the employees are governed by a statute and statutory rules. No appointment can be made by a Local Authority without following the provisions of the recruitment rules. Any appointment made in violation of the said rules as also the constitutional scheme of equality as contained in Articles 14 and 16 of the Constitution of India would be a nullity.

9. Due to some exigency of work, although recruitment on daily wages or on an ad hoc basis was permissible, but by reason thereof an employee cannot claim any right to be permanently absorbed in service or made permanent in absence of any statute or statutory rules. Merely because an employee has completed 240 days of work in a year preceding the date of retrenchment, the same would not mean that his services were liable to be regularized."

Therefore, in view of the law laid down by the Hon'ble Apex Court, the claim of the Workman for absorption merely on the basis of number of day of work in the Respondent bank Branch is not acceptable. As regard plea of the Workman that the Workman should have been given employment even after 31.3.1997 as temporary Workman, it is the discretion of Respondent to engage the Workman depending upon availability of work and this Tribunal can not direct the Respondent to engage the Workman in the absent of such rule/scheme.

46. In view of principle laid down by Hon'ble Apex Court as discussed above, in the instant matter Workman utterly failed to establish the fact of rendering continuous service for a period of 240 days of service within a period of 12 calendar months commencing and coming backward from relevant date i.e., the date of retrenchment, if has he would be denied to be in continuous service for a period of one year. Therefore, the provision contained under Sec.25F of retrenchment is not applicable to Workman.

Counsel for Workman has relied upon number of decisions of Hon'ble High Court and Hon'ble Supreme Court and few of them are discussed herein:-

In the case of **F.C.I., vs. Kamdhenu Cattle Feed Industries 1993 (1) SCC 71,** therein Hon'ble Supreme Court have held:-

"7. In contractual sphere as in all other State actions, the State and all its instrumentalities have to conform to Article 14 of the Constitution of which non-arbitrariness is a significant facet. There is no unfettered discretion in public law: A public authority possesses powers only to use them for public good. This impose the duty to act fairly and to adopt a procedure which is `fairplay in action'. Due observance of this obligation as a part of good administration raises a reasonable or legitimate expectation in every citizen to be treated fairly in his interaction with the State and its instrumentalities, with this element forming a necessary component of the decision making process in all State actions. To satisfy this requirement of non- arbitrariness in a State action, it is, therefore, necessary to consider and

give due weight to the reasonable or legitimate expectations of the persons likely lo be affected by the decision or else that unfairness in the exercise of the power may amount to an abuse or excess of power apart from affecting the bona fides of the decision in a given case. The decision so made would be exposed to challenge on the ground of arbitrariness. Rule of law does not completely eliminate discretion in the exercise of power, as it is unrealistic, but providers for control of its exercise by judicial review."

In the case of **State Bank of India, R.O., Vijayawada vs. Industrial Tribunal, Hyderabad WP No.193/1997,** therein Hon'ble High Court have held,

"*Sri Krovvidi Narasimham, the learned counsel for the 2nd respondent contends, supporting the award that it was a permanent vacancy and even though the 2nd respondent was appointed on temporary basis, his services were not liable to be terminated and he was to be regularised into service on permanent basis. Shastry award warrants that no temporary appointment can be made to a permanent post. But the matter is now covered by two division bench judgements dated 28.11.1986 in W.A. No.791 of 1986 and 25.8.1987 in W.A. No.270 of 1982. The ratio decided in the two judgements is to the effect that there cannot be any mandate to appoint employees on permanent basis when the requirement was for appointment on temporary basis. But it is held in the said judgements that when a temporary appointee is ousted from service and not for misconduct and, if again temporary appointment is to be made, then, the case of such temporary appointee who was ousted, has got to be considered in accordance with Sec. 25-H of the Act."*

In the case of **State of Haryana and others vs. Piara Singh and others. 1992 (4) SCC 118,** therein Hon'ble Supreme Court have held:-

" 49. If for any reason an adhoc or temporary employee is continued for a fairly long spell, the authorities must consider his case for regularization provided he is eligible and qualified according to the rules and his service record is satisfactory and his appointment does not run counter to the reservation policy of the state."

In the above cited judgements by the Workman the facts of the case are different hence do not apply to instant case of Workman.

47. On the other hand, in support of his contention Respondent has examined witness MW1 and MW1 in chief examination states that, Settlements i.e., on 17.11.1987, 16.7.1988, 27.10.1988, 9.1.1991 were entered into between the SBI and SBI Staff Federation for filling up of the vacancies that arise up to 1994 for those temporary employees who has worked on scale wages. Further, MW1 states that two different panels for messengers and non-messengers as per the eligibility criteria prescribed by the bank. There are four modules in Andhra Pradesh and they are Hyderabad, Tirupathi, Vijayawada and Visakhapatnam. MW1 states that the temporary employees so empanelled were given permanent absorption depending upon the vacancies so arise strictly in terms of the settlement. MW1 states that on 9.6.1995 conciliation proceeding was held before the RLC(C), Hyderabad and in said proceedings it was decided that the panels will be kept live up to 31.3.1997 and vacancies will be filled from both the lists concurrently. A copy of the said minutes of proceedings is Ex.M5. Further, MW1 states that on 30.7.1996 another settlement was entered between the SBI and All India SBI Staff Federation providing for filling up of the vacancies arising up to December 1994 in respect of subordinate cadre and daily wage /casual wage employees out of panel so prepared were to be considered against vacancies arising from January 1995 to December 1996, thereafter the said panels lapse. MW1 states that it was also agreed that all the non- messenger positions in subordinate cadre including part time attendants specially provided as leave reserve will be filled before 31.3.1997 and as regards to non-messengerial positions it is agreed that all such posts sanctioned and fallen vacant up to 31.3.1997 shall be filled before the empanelled list is allowed to lapse. Thus in both the cases empanelled list were lapsed on 1.4.1997. Ex.M6 is the copy of the settlement dated 30.7.1996. Further, witness states that on 27.2.1997 a memorandum of understanding was reached between the SBI and SBI Staff Federation providing that both the panels above mentioned will lapse on 31.3.1997. Ex.M7 is the copy of the memorandum of understanding and Ex.M8 is the copy of the statements giving the particulars of 1989 non-messenger panel, Ex.M9 is the copy of the statement of 1989 non-messenger panel, Ex.M10 is the copy of statement of 1992 panel. Further, witness states that petitioner was included in the 1989 panel. As the existing vacancies at that time were exhausted and his turn did not come he could not be given permanent employment in the bank as per the agreements. All the appointments were made strictly in accordance with the settlements reached from time to time between SBI and SBI staff federation and as per seniority, number of days of temporary service put in by them in the bank in the given period. Further, MW1 states petitioner was not sponsored by any employment exchange he did not undergo the regular process of selection required for appointment as a regular non-messenger the petitioner has not worked for 240 days in any year in his entire temporary service in the bank. The petitioner and other temporary employees were terminated from service by the bank. Further, MW1 states that the vacancies were filled up on regular basis with the temporary employees from the panels and these panels were expired in terms of the settlements so reached and there were no vacancies to absorb such employees. Thus, witness MW1 has proved the documents Ex.M1 to Ex.M12 and also contentions made in the counter. However, MW1 was cross examined by the Petitioner Counsel. But nothing has been elicited in his cross examination so as to discredit the testimony of the witness MW1 as regards the date of lapse of both the panels on 31.3.1997 and reasons assigned for non-absorption of the Petitioner from the panel list to the permanent post.

Moreover the witness MW1 was re-examined by the Respondent and the witness MW1 states that panels were expired in terms of the settlement send absorptions to the extent of the available vacancies were made. There was no termination of any temporary messenger as such but their services were not utilized after the cut off date as the available vacancies were already filled up and most of these Petitioners were not in the service of the bank as on the date of the expiry date of the panels. Therefore, in view of the aforesaid testimony of the MW1 in re-examination in the absence of cross examination remained uncontraverted, the claim of the Workman that he was entitled for absorption in permanent post in the branch of Respondent Management on the basis of panel list is found not established.

This point is answered against the Workman.

48. **Point No.IV**:- In view of the discussion and finding given at Point Nos. I, II and III, the Workman is not entitled for any relief and claim statement of Workman sans merit and liable to be dismissed.

This Point is answered accordingly.

AWARD

In view of the fore gone discussion, it is held that the action of the Respondent bank in terminating the services of Sri P. Lakshmi Ramana, Ex. Messenger by way of oral orders w.e.f. 31.3.1997 is justified. Hence, the Petitioner is not entitled for any relief as prayed for. The claim statement filed by Workman sans merit, hence, dismissed. Reference is answered accordingly.

Award is passed accordingly. Transmit.

Typed to my dictation by Smt. K. Phani Gowri, Personal Assistant, transcribed by her, corrected and signed by me on this the 28th day of April, 2026.

IRFAN QAMAR, Presiding Officer

Appendix of evidence

Witnesses examined for the Petitioner	Witnesses examined for the Respondent
WW1: Sri P. Lakshmi Ramana	MW1: Sri K. Bala Kotaiah

Documents marked for the Petitioner

Ex.W1:	Photocopy of service certificate
Ex.W2:	Photocopy of interview call letter
Ex.W3:	Photocopy of Panel list
Ex.W4:	Photocopy of Panel list
Ex.W5:	Photocopy of Panel list
Ex.W6:	Photocopy of service certificate
Ex.W7:	Photocopy of Service certificate
Ex.W8:	Photocopy of service certificate
Ex.W9:	Photocopy of Service certificate
Ex.W10:	Photocopy of memo of marks
Ex.W11:	Photocopy of caste certificate
Ex.W12:	Photocopy of the transfer 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, 19 मई, 2026

का.आ. 975.—औद्योगिक विवाद अधिनियम 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार **केनरा** बैंक के प्रबंधतत्र, संबद्ध नियोजकों और उनके कर्मकारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय मुम्बई-1, के पंचाट (12/2024) प्रकाशित करती है।

[सं. एल –39025/01/2026-आईआर बी-II)-51]

सलोनी, उप निदेशक

New Delhi, the 19th May, 2026

S.O. 975.—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 Mumbai -1* as shown in the Annexure, in the industrial dispute between the management of Canara Bank and their workmen.

[No. L-39025/01/2026- IR (B-II)-51]

SALONI, Dy. Director

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO.1, MUMBAI

Present

JUSTICE ARVIND KUMAR MISHRA

Presiding Officer

REFERENCE NO.CGIT - 12 of 2024

Parties: Employers in relation to the management of

Canara Bank

V/s.

Their Workman

Appearances:

For the first party Management : Absent

For the second party workmen : Absent

Mumbai, dated the 03rd day of February, 2026.

AWARD

The present reference has been made by the Central Government by its order No. B-7(27)/2022-B.I, dated 16.01.2024 passed in exercise of the powers conferred by (5) of Section 12 read with sub-section (2A) of Section 10 of the Industrial Dispute Act 1947. The terms of reference as per the schedule to the said order are as under:

"Whether the action of removal of eleven daily wage workers i.e. Mr. Sikander Paramhansh Prajapti and ten others list attached) by the management of Canara Bank is legal and justified. If not, what relief is the Union entitled to?"

In view of the above said facts the claimant/workman has not field any statement of claim/ evidence in support of his case on affidavit, in spite of several opportunities given to him and taking into consideration the law as laid by the Hon'ble High Court in the case of ***V. K. Raj Industries v. Labour Court (1) and others 1981 (29) FLR 194*** as under:

"It is well settled that if a party challenges the legality of an order, the burden lies upon him to prove illegality of the order and if no evidence is produced the party invoking jurisdiction of the Court must fail. Whenever a workman raises a dispute challenging the validity of the termination of service if is imperative for him to file written statement before the Industrial Court setting out grounds on which the order is challenged and he must also produce evidence to prove his case. If the workman fails to appear or to file written statement or produce evidence, the dispute referred by the State Government cannot be answered in favour of the workman and he would not be entitled to any relief."

In the case of ***M/s Uptron Powertronics Employees' Union, Ghaziabad through its Secretary v. Presiding Officer, Labour Court (II), Ghaziabad and others 2008 (118) FLR 1164*** Hon'ble Allahabad High Court has held as under:

"The law has been settled by the Apex Court in case of Shanker Chakravarti v. Britannia Biscuit Co. Ltd., V.K. Raj Industries v. Labour Court and Ors., Airtech Private Limited v. State of U.P. and Ors. 1984 (49) FLR 38 and Meritech India Ltd. v. State of U.P. and Ors. 1996 FLR that in the absence of any evidence led by or on behalf of the workman the reference is bound to be answered by the court against the workman. In such a situation it is not necessary for the employers to lead any evidence at all. The obligation to lead evidence to establish an allegation made by a party is on the party making the allegation. The test would be, who would fail if no evidence is led."

And by the Hon'ble Allahabad High Court in the case of ***District Administrative Committee, U.P. P.A.C.C.S.C. Services v. Secretary-cum-G.M. District Co-operative Bank Ltd. 2010 (126) FLR 519****;* wherein it has been held as under:

"The submission is that even if the petitioner failed to lead the evidence, burden was on the shoulders of the respondent to prove the termination order as illegal. He was required to lead evidence first which he failed. A perusal of the impugned award also does not show that any evidence either oral or documentary was led by the respondent. In the case of no evidence, the reference has to be dismissed."

Since no statement of claim has been filed by the union in support of his case, the claim is liable to be dismissed.

For the foregoing reasons, the case is dismissed and the union is not entitled for any relief.

Accordingly, the reference stands answered in terms aforesaid.

Award as above.

Justice ARVIND KUMAR MISHRA, Presiding Officer

नई दिल्ली, 19 मई, 2026

का.आ. 976.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार पंजाब नै"ानल बैंक के प्रबंधतत्र, संबद्ध नियोजकों और उनके कर्मकारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय **लखनऊ** के पंचाट (78/2020) प्रकाशित करती है।

[सं. एल –12011/32/2020-आईआर बी-II)]

सलोनी, उप निदेशक

New Delhi, the 19th May, 2026

S.O. 976.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. 78/2020*)* of the *Cent.Govt.Indus.Tribunal-cum-Labour Court Lucknow* as shown in the Annexure, in the industrial dispute between the management of Punjab National Bank and their workmen.

[No. L-12011/32/2020- IR(B-II)]

SALONI, Dy. Director

ANNEXURE

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT. LUCKNOW

PRESENT

JUSTICE ANIL KUMAR

PRESIDING OFFICER

I. D. No. 78/2020

Ref. No. L-12011/32/2020-IR(B-II) dated: 07.10.2020

BETWEEN

The General Secretary, Punjab National Bank Progressive Employees Association, E-5/146, Rajajipuram, Lucknow

AND

1. The Chief Executive Officer, Punjab National Bank, Corporate Office, Plot No. 4, Sector-10, New Delhi

2. The Circle Head, Punjab National Bank, Circle Office, Vibhuti Khand, Lucknow

AWARD

By order No. L-12011/32/2020-IR(B-II) dated: 07.10.2020 the present industrial dispute has been referred for adjudication to this CGIT, Lucknow, in exercise of the powers conferred by clause (d) of sub-section (1) and sub-section (2A) of Section 10 the Industrial Disputes Act, 1947 (14 of 1947) by the Central Government, with following schedule:

> " Whether the action of the management of Punjab National Bank in deducting the salary of one day of the members of Union for staging on dharna on 13.06.2019 after granting statutory leave is illegal and unjustified in eye of law or not? If yes, to what relief the concerned workmen are entitled to?"

Accordingly, an industrial dispute No. 06/2021 has been registered.

On 08.10.2021 claimant filed claim statement, with following prayer:

> *"I. That this Hon'ble court may kindly be pleased to hold the unauthorished deduction of salary of union members staging dharna on 13.06.2021 (as per reference order) as illegal and unjustified.*
>
> *II. To direct the management for payment of 1 day salary to the union members whose salary were deducted.*
>
> *III. To grant a compensation to the employees along with penal interest against management for unauthorized deduction of salary.*
>
> *IV. Any other relief under the facts and circumstances in the interest of justice."*

On behalf of the respondent statement of defense filed on 22.10.2024 denying claim of the claimant.

Thereafter, workman filed rejoinder on 13.12.2024.

From the perusal of record, it is clearly established that claimant/workman has not filed evidence on affidavit in support of his case in spite of several opportunities; and it is a case of no evidence from the side of workman/claimant in support of his case.

Thus, in view of the above said facts and the law as laid by the Hon'ble High Court in the case of ***V. K. Raj Industries v. Labour Court (1) and others 1981 (29) FLR 194*** as under:

> *"It is well settled that if a party challenges the legality of an order, the burden lies upon him to prove illegality of the order and if no evidence is produced the party invoking jurisdiction of the Court must fail. Whenever a workman raises a dispute challenging the validity of the termination of service if is imperative for him to file written statement before the Industrial Court setting out grounds on which the order is challenged and he must also produce evidence to prove his case. If the workman fails to appear or to file written statement or produce evidence, the dispute referred by the State Government cannot be answered in favour of the workman and he would not be entitled to any relief."*

In the case of ***M/s Uptron Powertronics Employees' Union, Ghaziabad through its Secretary v. Presiding Officer, Labour Court (II), Ghaziabad and others 2008 (118) FLR 1164*** Hon'ble Allahabad High Court has held as under:

> *"The law has been settled by the Apex Court in case of Shanker Chakravarti v. Britannia Biscuit Co. Ltd., V.K. Raj Industries v. Labour Court and Ors., Airtech Private Limited v. State of U.P. and Ors. 1984 (49) FLR 38 and Meritech India Ltd. v. State of U.P. and Ors. 1996 FLR that in the absence of any evidence led by or on behalf of the workman the reference is bound to be answered by the court against the workman. In such a situation it is not necessary for the employers to lead any evidence at all. The obligation to lead*

evidence to establish an allegation made by a party is on the party making the allegation. The test would be, who would fail if no evidence is led."

And by the Hon'ble Allahabad High Court in the case of ***District Administrative Committee, U.P. P.A.C.C.S.C. Services v. Secretary-cum-G.M. District Co-operative Bank Ltd. 2010 (126) FLR 519****;* wherein it has been held as under:

"The submission is that even if the petitioner failed to lead the evidence, burden was on the shoulders of the respondent to prove the termination order as illegal. He was required to lead evidence first which he failed. A perusal of the impugned award also does not show that any evidence either oral or documentary was led by the respondent. In the case of no evidence, the reference has to be dismissed."

As the workman did not file any evidence on affidavit in support of his case, so it is a case of no evidence filed on behalf of workman in support of case, liable to be dismissed.

For the foregoing reasons, the case is dismissed and; and the workman is not entitled for any relief.

Award as above.

Lucknow.

20th March, 2026

Justice ANIL KUMAR, Presiding Officer

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नई दिल्ली, 19 मई, 2026

का.आ. 977.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार पंजाब एंड सिंध बैंक के प्रबंधतत्र, संबद्ध नियोजकों और उनके कर्मकारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय **लखनऊ** के पंचाट (17/2017) प्रकाशित करती है।

[सं. एल –12012/15/2017-आईआर बी-II)]

सलोनी, उप निदेशक

New Delhi, the 19th May, 2026

S.O. 977.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. 17/2017*)* of the *Cent.Govt.Indus.Tribunal-cum-Labour Court Lucknow* as shown in the Annexure, in the industrial dispute between the management of Punjab & Sindh Bank and their workmen.

[No. L-12012/15/2017- IR(B- II)]

SALONI, Dy. Director

ANNEXURE

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, LUCKNOW.

I.D. No. 17/2017

Ref No.L-12012/15/2017 (IR (B-II)) Dated: 01.05.2017

Shri Shivraj Kumar Mishra,

S/o late Bhanuja Prasad Mishra,

R/o Padriyakala Madihan,

Distt. Mirzapur, (UP) – 231309. **……Claimant**

Versus

1- The Branch Manager, Punjab & Sindh Bank,

Rexa Khurd, Branch Mirzapur, UP,

MIRZAPUR (UP) – 231309.

2- The Zonal Manager, Punjab & Sindh Bank,

Zonal Office, Lal Bagh, Lucknow-226001. **……Respondents**

AWARD

By order No.L-12012/15/2017 (IR (B-II)) Dated: 01.05.2017, the present Industrial Dispute has been referred for adjudication in exercise of the powers conferred by clause (d) of sub-section (1) and sub-section (2A) of Section 10 the Industrial Disputes Act, 1947 (14 of 1947) by the Central Government, with following schedule:

> *Whether the action of the Punjab & Sindh Bank in alleged terminating the services of Shri Shivraj Kumar Mishra w.e.f. 30.08.2016 is legal & justified? If not, to what relief the concerned workman is entitled for?"*

Accordingly, the present I.D case no.17/2017, registered before this tribunal.

FACTS OF THE CASE

I have heard Shri RK Verma learned counsel for workman

Shri Yash Deep Srivastava learned counsel for respondent, and perused the record.

Shri Shivraj Kumar Mishra/workman, in his claim statement pleaded in brief, that he was initially engaged in the Punjab & Sindh Bank, in November/2013, and in the said capacity he worked and discharged his duties up till 30.08.2016, and thereafter his services was retrenched/terminated, without following the provision of Section 25F of the Act.

Accordingly it is prayed on behalf of claimant/Shivraj Kumar Mishra, that as the services of workman has been retrenched on 30.08.2016, without following the provision of Section 25F of the Act, so the same may be set aside, and he may be reinstated back in services.

On behalf of respondent in there written statement an objection was taken that he does not fall within the definition as given u/s 2(s) of the Industrial Dispute Act, 1947.

Further on behalf of respondent it is categorically denied that by way of pleading that workman/claimant was continuously work and discharged his duties up till 30.08.2016, and his services are orally retrenched/terminated, as such it is request by the respondent that workman is not entitled for any relief.

In view of the above said factual background in the controversy following points/issues are to be considered/adjudicated:-

(1). Whether Claimant/Shri Shivraj Kumar Mishra, falls within the definition of workman, as per section 2(S) of the Act, or not?

(2). whether the workman has completed 240 days continuously in the last 12 calendar months in the preceding year as casual/daily wager on 30.08.2016, prior to terminated/retrenched of his service without following the provision of section 25F of the Industrial Disputes Act, or not?

POINT No. (1)

Whether Claimant/Shri Shivraj Kumar Mishra, falls within the definition of workman, as per section 2S of the Act, or not?

The definition of 'workman' as given under Section 2(s) of the Industrial Disputes Act 1947, the said definition as it stood originally when the ID Act came into force w.e.f. 1.4.1947, read as follows:-

> *"(s) "workman means any person employed (including an apprentice) in any industry to do any skilled or unskilled manual or clerical work for hire or reward and includes, for the purposes of any proceeding under this Act in relation to an industrial dispute, but does not include any person employed in the naval, military, or air service of the Crown."*

The definition was amended by Amending Act No. 36 of 1956 which came into force from 29th August, 1956 to read as follows:-

> *(s) "workman" means any person (including an apprentice) employed in any industry to do any skilled or unskilled manual, supervisory technical or clerical work for hire or reward, whether the terms of employment be express or implied, and for the purposes of any proceeding under this Act in relation to an industrial dispute, includes any such person who has been dismissed, discharged or retrenched in connection with, or as a consequence of, that dispute, or whose dismissal discharge, or retrenchment has led to that dispute, but does not include any such person -*
>
> > *(i) who is subject to the Army Act, 1950, or the Air Force Act, 1950, or the Navy (Discipline) Act, 1934; or*

(ii) who is employed in the police service or as an officer or other employee of a prison; or

(iii) who is employed mainly in a managerial or administrative capacity;

or

(i) who, being employed in a supervisory capacity, draws wages exceeding five hundred rupees per mensem or exercises, either by the nature of the duties attached to the office or by reason of the powers vested in him, functions mainly of a managerial nature."

The change brought about by this Amendment was that the persons employed to do "supervisory" and "technical" work were also included in the definition for the first time by this Amendment, although those who were employed in a supervisory capacity were so included in the definition provided their monthly wage did not exceed Rs.500.

The definition of 'workman' was further amended by Amending Act No.46 of 1982 which was brought into force w.e.f. 21.8 1984 and the same reads as under:-

"(s) "workman" means any person (including an apprentice) employed in any industry to do any manual, unskilled, skilled, technical, operational, clerical or supervisory work for hire or reward, whether the terms of employment be express or implied, and for the purposes of any proceeding under this Act in relation to an industrial dispute, includes any such person who has been dismissed, discharged or retrenched in connection with, or as a consequence of, that dispute, or whose dismissal discharge, or retrenchment has led to that dispute, but does not include any such person-

(i) who is subject to the Air Force Act, 1950 (45 of 1950), or the Army Act, 1950 (46 of 1950), or the Navy Act, 1957 (62 of 1957);

(ii) who is employed in the police service or as an officer or other employee of a prison, or

(iii) who is employed mainly in a managerial or administrative capacity,

or

(iv) who, being employed in a supervisory capacity, draws wages exceeding one thousand six hundred rupees per mensem or exercises, either by the nature of the duties attached to the office or by reason of the powers vested in him, functions mainly of a managerial nature."

A bare perusal of the aforementioned provision clearly indicates that a person would come within the purview of the said definition if he: (i) is employed in any industry; and (ii) performs any manual, unskilled, skilled, technical, operational, clerical or supervisory work.

Hon'ble the Apex Court in the case of **All India Reserve Bank Employees Association Versus Reserve Bank of India reported in AIR 1966 SC 305** held as under-

23. The argument is extremely ingemous and the simile interesting but it misses the realities of the amendment of the Industrial Disputes Act in 1956. The definition of 'workman' as it originally stood before the amendment in 1956 was as follows :-

"2. (s) 'workman' means any person employed (including in apprentice) in any industry to do any skilled (11) 91 L. ed. 104 or unskilled manual or clerical work for hire or reward and includes, for the purposes of any proceedings under this Act in relation to an industrial dispute a workman discharged during that dispute, but does not include any person employed in naval, military or air service of the Government."

24. The amending Act of 1956 introduced among the categories of persons already mentioned persons employed to do supervisory and technical work. So far the language of the earlier enactment was used. When, however, exceptions were engrafted, that language was departed from in clause (iv) partly because the draftsman followed the language of clause(iii) and partly because from persons employed on supervision work some are to be excluded because they draw wages exceeding Rs 500 per month and some because they function mainly in a managerial capacity or have duties of the same character. But the unity between the opening part of the definition and clause (iv) was expressly preserved by using the word 'such' twice in the opening part. The words, which bind the two parts, are not-"but does not include any person". They are "but does not include any such person showing clearly that what is being excluded is a person who answers the description" employed to do supervisory work" and he is to be excluded because being employed in a 'supervisory capacity' he draws wages exceeding Rs. 500 per month or exercises functions of a particular character. The scheme of our Act is much simpler then that of the American statutes. No doubt like the Taft-Hartley Act the amending Act of 1956 in our country was passed to equalize bargaining power and also to give the power of bargaining and invoking the Industrial Disputes Act to supervisory workmen, but it gave it only to some of the workmen employed on supervisory work 'Workman' here includes an employee employed as supervisor. There are only two circumstances in which such a person ceases to be a workman Such a

person is not a workman if he draws wages in excess of Rs. 500 per month or if he performs managerial functions by reason of a power vested in him or by the nature of duties attached to his office The person who ceases to be a workman is not a person who does not answer the description "employed to do supervisory work" but one who does answer that description. He goes out of the category of "workmen" on proof of the circumstances excluding him from the category."(See also in **H.R. Adyanthaya & others Versus Sandoz India Ltd. reported in (1994) 5 SCC 373**).

Further the Hon'ble the Apex Court in the case of **Chauharya Tripathi & others Versus L.I.C. of India & others reported in 2015 (7) SCC 263**, in Para-7 held as under.-

"7. Keeping in view the question posed at the beginning, we are obligated to make a survey of the authorities that have been pronounced by this Court specifically pertaining to the Development Officers working in LIC. A three- Judge Bench of this Court in S.K. Verma vs. Mahesh Chandra & Anr.3, adverted to the definition of 'workman' as originally defined under Section 2(s) of the Act and the substantial amendment that was brought in 1956 in respect of the definition of 'workman' and referred to the decision in Workmen vs. Indian Standards Institution4 and dwelled upon the hierarchy of officers working in LIC, the duties performed by such officers and 2 (2008) 11 SCC 319 3 (1983) 4 SCC 214 4 (1975) 2 SCC 847 eventually held thus

> *"A perusal of the above extracted terms and conditions of appointment shows that a development officer is to be a whole time employee of the Life Insurance Corporation of India. that his operations are to be restricted to a defined area and that he is liable to be transferred. He has no authority whatsoever to bind the Corporation in anyway. His principal duty appears to be to organise and develop the business of the Corporation in the area allotted to him and for that purpose to recruit active and reliable agents, to train them to canvass new business and to render post-sale services to policy-holders. He is expected to assist and inspire the agents. Even so he has not the authority to appoint agents or to take disciplinary action against them. He does not even supervise the work of the agents though he is required to train them and assist them. He is to be the 'friend, philosopher and guide' of the agents working within his jurisdiction and no more. He is expected to stimulate and excite the agents to work, while exercising no administrative control over them. The agents are not his subordinates. In fact, it is admitted that he has no subordinate staff working under him. It is thus clear that the development officer cannot by any stretch of imagination be said to be engaged in any administrative or managerial work. He is a workman within the meaning of s.2(s) of the Industrial, Disputes Act."*

(See also: ***Om Carrying Corporation Versus Tilock Narang & others reported in 2016(148) FLR 915; T.Boby Francis Versus Lucy Varghese & others reported in 2016(149) FLR 866 & Jagdish Prasad Sharma Versus Presiding Officer, Industrial Tribunal-cum-Labour Court-l, Gurugram & another reported in 2023 (178) FLR 565), M/s S.K. International & another v. Ashok Tanaji Tambe & another 2024 (180) FLR 994)****.*

The Hon'ble Delhi High Court in the case of ***Rita Sachdeva vs. Secretary (Labour) & Others, 2024 (182) FLR 802***, after placing reliance on the judgment passed in the case of ***Bharti Airtel Ltd vs. AS Raghuvendra, 2024 (181) FLR 733 (SC)***, relevant paragraph quoted herein below, held as under:-

29. In Bharti Airtel Ltd. v. A.S. Raghavendra, the Supreme Court discussed the criteria for determining the nature of work for inclusion of an employee as a workman and held that the mere absence of power to appoint, dismiss or hold disciplinary inquiries against other employees, would not and could not be the sole criterion to determine whether a person is a "workman" or not. The relevant paragraph is reproduced here for reference:

> *"25. That being said, in our considered view, mere absence of power to appoint, dismiss or hold disciplinary inquiries against other employees, would not and could not be the sole criterion to determine such an issue. Holding otherwise would lead to incongruous consequences, as the same would, illustratively, mean that, employees in high-ranking positions but without powers to appoint, dismiss or hold disciplinary enquiry would be included under the umbrella of "workman "under Section 2(s), ID Act. We cannot be oblivious of the impact of our decisions...'*

32. It is also relevant to note that Section 2(s)(iv) of the I.D. Act expressly excludes a person who, being employed in a supervisory capacity, draws wages exceeding ten thousand rupees per mensem (was one thousand six hundred prior to the Amendment in 2010) or exercises, either by the nature of the duties attached to the office or by reason of the powers vested in him, functions mainly of a managerial nature from the definition of a "workman".

In view of the above said position law, as per the pleadings made by parties, the point to be considered is whether claimant, falls within the category of workman as per section 2(S) of the Act, or not?

From the perusal on the material on record, specially pleading as made by respondent in paragraph 3, and the evidence on affidavit, filed by parties, it is clearly established that Shri Shivraj Kumar Mishra/claimant, falls within the definition of workman as given u/s 2(s) of the Industrial Dispute Act.

POINT No. (2)

Whether the workman has completed 240 days continuously in the last 12 calendar months in the preceding year as casual/daily wager on 30.08.2016, prior to terminated/retrenched of his service without following the provision of section 25F of the Industrial Disputes Act, or not?

In order to decide the point in question it is appropriate to have a glance of Section 2(oo), 2(s) and Section 25-F of I.D. Act, 1947 which reads as under:-

*"**2. (00) "retrenchment"** means the termination by the employer of the service of a workman for any reason whatsoever, otherwise than as a punishment inflicted by way of disciplinary action, but does not include -*

(a) voluntary retirement of the workman; or

(b) retirement of the workman on reaching the age of superannuation if the contract of employment between the employer and the workman concerned contains a stipulation in that behalf; or

(bb) termination of the service of the workman as a result of the non-renewal of the contract of employment between the employer and the workman concerned on its expiry or of such contract being terminated under a stipulation in that behalf contained therein; or

(c) termination of the service of a workman on the ground of continued ill-health;

2(s) "workman" means any person (including an apprentice) employed in any industry to do any manual, unskilled, skilled, technical, operational, clerical or supervisory work for hire or reward, whether the terms of employment be express or implied, and for the purposes of any proceeding under this Act in relation to an industrial dispute, includes any such person who has been dismissed, discharged or retrenched in connection with, or as a consequence of, that dispute, or whose dismissal, discharge or retrenchment has led to that dispute, but does not include any such person--

(i) who is subject to the Air Force Act, 1950 (45 of 1950), or the Army Act, 1950 (46 of 1950), or the Navy Act, 1957 (62 of 1957), or

(ii) who is employed in the police service or as an officer or other employee of a prison, or

(iii) who is employed mainly in a managerial or administrative capacity, or who, being employed in a supervisory capacity, draws wages exceeding ten thousand rupees per mensem or exercises, either by the nature of the duties attached to the office or by reason of the powers vested in him, functions mainly of a managerial nature.

25F. Conditions precedent to retrenchment of workmen.-

No workman employed in any industry who has been in continuous service for not less than one year under an employer shall be retrenched by that employer until-

(a) the workman has been given one month's notice in writing indicating the reasons for retrenchment and the period of notice has expired, or the workman has been paid in lieu of such notice, wages for the period of the notice,

(b) the workman has been paid, at the time of retrenchment, compensation which shall be equivalent to fifteen days' average pay for every completed year of continuous service or any part thereof in excess of six months; and

(c) notice in the prescribed manner is served on the appropriate Government or such authority as may be specified by the appropriate Government by notification in the Official Gazette."

Further the Hon'ble Delhi High Court in the case of **Sarita Tiwari Versus Aastha Garments reported in 2024 (180) FLR 649** after taking into consideration the definition of retrenchment read with provisions as provided under Section 25-F of the Act, held as under:-

"20. It is well-settled that the burden to prove that the workman was in continuous employment of 240 days with the management is on the workman herself. This principle was reiterated by the Hon'ble Supreme Court in the landmark judgement of R.M. Yellatti v. Asstt.

Executive Engineer, (2006) 1 SCC 106; the relevant paragraph is extracted below:-

"17. Analysing the above decisions of this Court, it is clear that the provisions of the Evidence Act in terms do not apply to the proceedings under Section 10 of the Industrial Disputes Act. However,

applying general principles and on reading the aforestated judgments, we find that this By:MANISH KUMAR W.P.(C) 5369/2019 8 of 16 Court has repeatedly taken the view that the burden of proof is on the claimant to show that he had worked for 240 days in a given year. This burden is discharged only upon the workman stepping in the witness box. This burden is discharged upon the workman adducing cogent evidence, both oral and documentary. In cases of termination of services of daily-waged earners, there will be no letter of appointment or termination. There will also be no receipt or proof of payment. Thus in most cases, the workman (the claimant) can only call upon the employer to produce before the court the nominal muster roll for the given period, the letter of appointment or termination, if any, the wage register, the attendance register, etc. Drawing of adverse inference ultimately would depend thereafter on the facts of each case. The above decisions however make it clear that mere affidavits or self-serving statements made by the claimant workman will not suffice in the matter of discharge of the burden placed by law on the workman to prove that he had worked for 240 days in a given year. The above judgments further lay down that mere non-production of muster rolls per se without any plea of suppression by the claimant workman will not be the ground for the Tribunal to draw an adverse inference against the management. Lastly, the above judgments lay down the basic principle, namely, that the High Court under Article 226 of the Constitution will not interfere with the concurrent findings of fact recorded by the Labour Court unless they are perverse. This exercise will depend upon the facts of each case."

21. These principles were reiterated by the Hon'ble Supreme Court in Krishna Bhagya Jala Nigam Ltd. v. Mohd. Rafi, (2009) 11 SCC 522, and the law on this subject was traced as under in paragraphs 8 to 10:

"8. In Rajasthan State Ganganagar S. Mills Ltd. v. State of Rajasthan [(2004) 8 SCC 161] the position was again reiterated in para 6 as follows: (SCC p. 163)

'6. 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 in fact worked up to 240 days in the year preceding his termination. He has filed an affidavit. It is only his own statement which is in his favour 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 to hold that the workman had worked for 240 days as claimed.'

9. In Municipal Corpn., Faridabad v. Siri Niwas ((2004) 8 SCC 195] it was held that 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 By:MANISH KUMAR W.P.(C) 5369/2019 10 of 16 was again reiterated in para 11 as follows: (SCC p. 250)

'11. 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. At this stage it may be useful to refer to a judgment of this Court in Municipal Corpn., Faridabad v. Siri Niwas [(2004) 8 SCC 195] wherein this Court disagreed with the High Court's view of drawing an adverse inference in regard to the non-production of certain relevant documents.

This is what this Court had to say in that regard: (SCC p. 198, para 15)

"15. A court of law even in a case where provisions of the Evidence Act apply, may presume or may not presume that if a party despite possession of the best evidence had not produced the same, it would have gone against his contentions. The matter, however, would be different where despite direction by a court the evidence is withheld. Presumption as to adverse inference for non-production of evidence is always optional and one of the factors which is required to be taken into consideration is the background of facts involved in the lis. The presumption, thus, is not obligatory because notwithstanding the intentional non- production, other circumstances may exist upon which such intentional non-production may be found to be justifiable on some reasonable grounds. In the instant case, the Industrial Tribunal did not draw any adverse inference against the appellant. It was within its jurisdiction to do so particularly having regard to the nature of the evidence adduced by the respondent."

10. In RBI v. S. Mani [(2005) 5 SCC 100] a three- Judge Bench of this Court again considered the matter and held that the initial burden of proof was on the workman to show that he had completed 240 days of service. The Tribunal's view that the burden was on the employer was held to be erroneous. [...]"

22. In light of the law laid down by the Hon'ble Supreme Court, the initial question to be examined is whether the petitioner discharged her burden of proving that she was in continuous employment for at least 240 days in the year preceding her date of termination."

A Division Bench of Allahabad High Court in a case of ***Ghanshyam Prajapati Versus Union of India reported in 2024 (1) FLR 131***, after taking into consideration has held that if a workman has completed 240 days in the last preceding year is then he is entitled for the benefit of Section 25-F of the Act.

The Hon'ble Madhya Pradesh High Court in the case of **Chairman, Institute of Engineers, Jabalpur Versus Kailash Sen reported in 2024(181) FLR 300**, it has been held that it is not in dispute that workman was in employment with respondent since the date of engagement and prior to retrenchment of his services he has continuously worked for 240 days in the last preceding 12 months. The said plea taken by the workman has to be categorically denied and disprove by the respondent who has sufficient documentary evidence to demonstrate that employee has not worked for more than 240 days in a

calendar year by producing attendance and payment register. If same is not done, it will be presumed that the respondent has failed to dislodge the claim of the workman that he has worked for more than 240 days in last preceding 12 months.

A Division Bench of Hon'ble Telangana High Court in the case of **S. Srinivas Versus The Union of India & others reported in 2024 LLR 860**, it has been held that it is trite law that a party invoking/relying on certain plea has to make an averment with details to sustain such a plea and has to adduce material to establish allegations made and the burden is on the party to lead and prove that it is right. (see State of Uttar Pradesh v. Kartar Singh, AIR 1964 SC 1135).

The Hon'ble Delhi High Court in the case of ***Shri Pappu Pathak vs. M.s Bansal Brothers Industries, 2025 (185) FLR 330***, held that initially the owners lies on the workman to prove by way of documentary and evidence that he has worked more than 240 days in 12 months immediately receiving the date of is alleged retrenchment/termination, and if he proved the same then it is a reasonability of management to rebut a said facts.

The Hon'ble Mandya Pradesh High Court in the case of ***Goverdhan vs. Chief Muncipal Officer, 2025 (185) FLR 154***, after placing reliance on the judgment, passed by the Hon'ble Supreme Court the case reported in ***Director, Fisheries Terminal Department v. Bhikubhai Meghajibhai Chavda***, ***2009 (123) FLR 875 (SC),*** held as under relevant portion quoted here in below:-

"4. The Labour Court on consideration of the oral and documentary evidence has concluded that the appellant is an industry since there is no evidence to show that the appropriate Government had declared the appellant as a seasonal industry or the work is performed intermittently. It has also observed that the appellant has not produced any documentary evidence to show that the workman had not completed 240 days in the preceding year and was not in service till 1991 and, therefore, an adverse inference requires to be drawn that the workman has completed continuous service of 240 days and, accordingly, has concluded that the appellant-employer could not have retrenched the services of the workman without complying with the provisions of the Industrial Disputes Act. In view of the aforesaid finding and the conclusion reached, the Labour Court had directed the appellant to reinstate the respondent with 20% back wages for the period when the respondent was kept out of service. The award passed by the Labour Court was challenged by the appellant before the High Court.

5. The High Court has endorsed the award passed by the Labour Court on the ground that the Labour Court has rightly come to the conclusion that the appellant has not established by leading cogent evidence that the appellant is not a seasonal industry. It is also observed that, once it has come in evidence that the workman has completed 240 days of service in the preceding year, then the initial burden is shifted on the employer to rebut the oral evidence of the workman by producing relevant oral and documentary evidence and since the appellant failed to produce the same before the Labour Court, it was justified in concluding that the workman had completed continuous service of 240 days during the preceding year and accordingly had dismissed the writ petition filed by the appellant. Being aggrieved by the judgment and order passed by the High Court, the appellant is before us in this appeal.

*6. The learned counsel for the appellant submitted that the appellant industry is seasonal in nature and, the respondent was employed on a purely temporary basis and, therefore, the onus lies on the respondent-workman to prove that he had in fact worked for 240 days in the preceding year. It is further submitted that the claim of the workman was time-barred and, therefore, the Labour Court ought not to have entertained the claim made by the workman, since the workman had approached the Labour Court nearly after eight years from the date he was supposed to have been terminated from service by the employer. * * **

14. Section 25-B of the Act defines "continuous service". In terms of sub- section (2) of Section 25-B if a 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 240 days within a period of one year, he will be deemed to be in continuous service.

15. The respondent claims that he was employed in the year 1985 as a watchman and his services were retrenched in the year 1991 and during the period between 1985 to 1991, he had worked for a period of more than 240 days. The burden of proof is on the respondent to show that he had worked for 240 days in preceding twelve months prior to his alleged retrenchment. The law on this issue appears to be now well settled."

In the case ***Manager, Reserve Bank of India, Bangalore v. S. Mani and others, 2005 (105) FLR 1067 (SC)***, held as under:-

'Burden of proof

28. The initial burden of proof was on the workmen to show that they had completed 240 days of service. The Tribunal did not consider the question from that angle. It held that the burden of proof was upon the appellant on the premise that they have failed to prove their plea of abandonment of service stating:

> *"It is admitted case of the parties that all the first parties under the references CRs Nos. 1 to 11 of 1992 have been appointed by the second party as ticca mazdoors. As per the first parties, they had worked continuously from April, 1980 to December, 1982. But the second party had denied the abovesaid claim of continuous service of the first parties on the ground that the first parties has not been appointed as regular workmen but they were working only as temporary part-time workers as ticca mazdoor and their services were required whenever necessity arose that too on the leave vacancies of regular employees. But as strongly contended by the counsel for the first party, since the second party had denied the abovesaid claim of continuous period of service, it is for the second party to prove through the records available with them as the relevant records could be available only with the second party."*

29. The Tribunal, therefore, accepted that the appellant had denied the respondents' claim as regards their continuous service.

30. In Range Forest Officer v. S.T. Hadimani, it was stated: (SCC p. 26, para 3)

> *"3.....In our opinion the Tribunal was not right in placing the onus on the management without first determining on the basis of cogent evidence that the respondent had worked for more than 240 days in the year preceding his termination. It was the case of the claimant that he had so worked but this claim was denied by the appellant. It was then for the claimant to lead evidence to show that he had in fact worked for 240 days in the year preceding his termination. Filing of an affidavit is only his own statement in his favour and that cannot be regarded as sufficient evidence for any court or tribunal to come to the conclusion that a workman had, in fact, worked for 240 days in a year. No proof of receipt of salary or wages for 240 days or order or record of appointment or engagement for this period was produced by the workman. On this ground alone, the award is liable to be set aside." (See also Essen Deinki v. Rajiv Kumar.)*

6. In the present case, the petitioner before the Labour Court had very categorically stated that he worked with the respondent from 01.10.2011 and got terminated without any reason orally on 01.02.2019. He had also stated that during the said period, he was continued in the employment with the respondent/organization and even during his cross-examination, he had reiterated the said fact. The Chief Executive Officer of the respondent/ organization was also examined, who had supported the stand of workman saying that he worked w.e.f. 01.10.2011 to 01.02.2019. The authority had further stated that even the institute did not produce any record because the same was never called. He had also shown unawareness about the petitioner's continuous working in a preceding year for 240 days. It was also stated by the authority that the said fact can be ascertained only after examining the record. It was further stated by the authority that he is not in a position to apprise the Court whether the records from the year 2011 till 2019 i.e. attendance register and salary register are available in the office or not.

7. In view of the aforesaid facts and circumstances of the case and the settled legal preposition, it is proper to hold that initial burden which was upon the workman to prove that he worked continuously for 240 days had been discharged by him and there was material available on record to show the same, but when the burden shifted upon the employer to rebut the stand of the workman, then they failed to do so and, therefore, under such circumstances, an adverse inference is drawn against them.(See also in the case of ***Kanchanjunga Building Employees Unior vs. Kanchanjunga Flat Owners' Society & Others, 2024 (183) FLR 832****).*

The Hon'ble Rajasthan High Court in the case of ***Reginal Manager Bank of Baroda vs. Presiding Officer, Central Industrial Tribunal, Rajasthan, Jaipur and Others, 2025 (186) FLR 684***, has rated the said view in held that initially the burden lies on the workman or proving that he work more than 240 days in last 12 months preceding calendar year, and if he discharged the said burden then the owners shift on the respondent.

Reverting to the facts of the present case the workman in his claim petition, has pleaded that he was engaged as casual employer in the Bank, in the month of November/2013, and work in the said capacity up till 30.08.2016, thereafter his services were retrenched/terminated, however no document/material have been annexed by him in order to establish the facts that he had worked for more than 240 days continuously in the last 12 calendar months in the preceding year.

In addition to the above said facts in the evidence filed on affidavit (examination chief) by worker in paragraph 5, he is stated the following facts as under:-

5. यह कि अचानक सेवा समाप्ति पर हर सम्भव पूँछताछ करके जानकारी प्राप्त करने का प्रयास वादी / श्रमिक द्वारा किया गया, परन्तु उसका कोई समुचित उत्तर नहीं दिया गया। वादी / श्रमिक ने प्रत्येक वर्ष लगातार 240 दिन कार्य किया। (वर्ष 2013 वर्ष 2014 वर्ष 2015 व वर्ष 2016) तक कार्य किया है। साप्ताहिक एवं सार्वजनिक अवकाश के अतिरिक्त कोई अन्य अवकाश भी नहीं लिया है।

However in his cross examination on 13.07.2023, on the evidence file on affidavit, dated 23.02.2021 (examination in chief), he has given the following answer:-

प्र. कौन सा साक्ष्य आपने इस बारे में दाखिल किया है?

उ. Record देखने के बाद प्रार्थी ने कहा कि इस बाबत file नहीं किया है लेकिन वो सिद्ध कर सकता है कि निकाले जाने के पूर्व भी काम किया है।

Thus keeping in view of the above said facts in the present case, workman himself admitted that he has failed to prove by way of any pleadings/material/documents that he has worked 240 days continuously in last 12 calendar months in the preceding year, so he is not entitled for any relief, as there was no violation of Section 25F of the Act, or the principal of natural justice.

AWARD

For the foregoing reasons, the case is dismissed and; and the workman is not entitled for any relief.

Award as above.

Lucknow.

Date: 17.03.2026

Justice ANIL KUMAR, Presiding Officer

नई दिल्ली, 19 मई, 2026

का.आ. 978.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार भारतीय स्टेट बैंक के प्रबंधतत्र, संबद्ध नियोजकों और उनके कर्मकारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय **लखनऊ** के पंचाट (17/2010) प्रकाशित करती है।

[सं. एल –12012/94/2009-आईआर बी-I)]

सलोनी, उप निदेशक

New Delhi, the 19th May, 2026

S.O. 978.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. 17/2010) of the *Cent.Govt.Indus.Tribunal-cum-Labour Court Lucknow* as shown in the Annexure, in the industrial dispute between the management of State Bank of India and their workmen.

[No. L-12012/94/2009- IR(B-I)]

SALONI, Dy. Director

ANNEXURE

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT. LUCKNOW

PRESENT

JUSTICE ANIL KUMAR PRESIDING OFFICER

I. D. No. 17/2010

Ref. No. L-12012/94/2009-IR(B-I) dated: 19.08.2010

BETWEEN

Sri Narendera Kumar, S/o Sri Nand Lal

Moh. Durga Prasad, Near Paani Ki Tanki, Beesalpur, Pilibhit.

AND

1. Branch Manager, State Bank of India, Bisalpur Branch, Distt. Pilibhit

2. General Manager, State Bank of India, Moti Mahal Marg, Lucknow.

AWARD

By order No. L-12012/94/2009-IR(B-I) dated: 19.08.2010 the present industrial dispute has been referred for adjudication to this CGIT, Lucknow, in exercise of the powers conferred by clause (d) of sub-section (1) and sub-section (2A) of Section 10 the Industrial Disputes Act, 1947 (14 of 1947) by the Central Government, with following schedule:

> *" Whether the action of the management of State Bank of India, Beesalpur Branch, District Pilibhit in terminating the services of Shri Narender Kumar S/o Shri Nandial w.e.f. 28.11.2008, is legal and justified? If not, what relief the workman concerned is entitled to?"*

Accordingly, an industrial dispute No. 17/2010 has been registered.

On 08.11.2010 claimant filed claim statement, with following relief:

> *"WHEREFORE, it is most respectfully prayed that the Hon'ble Court may be pleased to declare that the action of the management of State Bank of India in terminating the services of workman w.e.f. 28.11.2008 is neither legal nor justified and accordingly the workman concerned is entitled to get reinstatement in service together with entire consequential benefits including back wages and other service benefits, in the interest of justice"*

On behalf of the respondent statement of defense filed on 07.06.2011 denying claim of the workman.

Thereafter, workman filed rejoinder & list of documents on 07.06.2011; and evidence on affidavit dated 28.05.2014, in support of his statement of claim.

However, from the perusal of record, it is clearly established that claimant/workman did not turn up for cross-examination in spite of several opportunities; and it is a case of no evidence from the side of workman/claimant in support of his case.

Thus, in view of the above said facts and the law as laid by the Hon'ble High Court in the case of ***V. K. Raj Industries v. Labour Court (1) and others 1981 (29) FLR 194*** as under:

> *"It is well settled that if a party challenges the legality of an order, the burden lies upon him to prove illegality of the order and if no evidence is produced the party invoking jurisdiction of the Court must fail. Whenever a workman raises a dispute challenging the validity of the termination of service if is imperative for him to file written statement before the Industrial Court setting out grounds on which the order is challenged and he must also produce evidence to prove his case. If the workman fails to appear or to file written statement or produce evidence, the dispute referred by the State Government cannot be answered in favour of the workman and he would not be entitled to any relief."*

In the case of ***M/s Uptron Powertronics Employees' Union, Ghaziabad through its Secretary v. Presiding Officer, Labour Court (II), Ghaziabad and others 2008 (118) FLR 1164*** Hon'ble Allahabad High Court has held as under:

> *"The law has been settled by the Apex Court in case of Shanker Chakravarti v. Britannia Biscuit Co. Ltd., V.K. Raj Industries v. Labour Court and Ors., Airtech Private Limited v. State of U.P. and Ors. 1984 (49) FLR 38 and Meritech India Ltd. v. State of U.P. and Ors. 1996 FLR that in the absence of any evidence led by or on behalf of the workman the reference is bound to be answered by the court against the workman. In such a situation it is not necessary for the employers to lead any evidence at all. The obligation to lead evidence to establish an allegation made by a party is on the party making the allegation. The test would be, who would fail if no evidence is led."*

And by the Hon'ble Allahabad High Court in the case of ***District Administrative Committee, U.P. P.A.C.C.S.C. Services v. Secretary-cum-G.M. District Co-operative Bank Ltd. 2010 (126) FLR 519;*** wherein it has been held as under:

> *"The submission is that even if the petitioner failed to lead the evidence, burden was on the shoulders of the respondent to prove the termination order as illegal. He was required to lead evidence first which he failed. A perusal of the impugned award also does not show that any evidence either oral or documentary was led by the respondent. In the case of no evidence, the reference has to be dismissed."*

As the workman did not turn up for cross-examination, so it is a case of no evidence filed on behalf of workman in support of case, liable to be dismissed.

For the foregoing reasons, the case is dismissed and; and the workman is not entitled for any relief.

Award as above.

Lucknow.

20th March, 2026.

Justice ANIL KUMAR, Presiding Officer

नई दिल्ली, 19 मई, 2026

का.आ. 979.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार बड़ौदा उत्तर प्रदेश बैंकके प्रबंधतत्र, संबद्ध नियोजकों और उनके कर्मकारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय **लखनऊ** के पंचाट (17/2022) प्रकाशित करती है।

[सं. एल –12025/01/2026-आईआर (बी-I)-135]

सलोनी, उप निदेशक

New Delhi, the 19th May, 2026

S.O. 979.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. 17/2022*)* of the *Cent.Govt.Indus.Tribunal-cum-Labour Court Lucknow* as shown in the Annexure, in the industrial dispute between the management of Broda U.P Bank and their workmen.

[No. L-12025/01/2026- IR (B-I)-135]

SALONI, Dy. Director

ANNEXURE

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, LUCKNOW.

I.D. No. 17/2022

Ref No.K-10/3-1/2022-IR, Dated: 01.06.2022

Shri Baliram Prasad Kesri

S/o Shri gulab Chandra Prasad Kesri,

Village 7 Post Dokati, Tehsil Beriya,

Distt. Baliya. (UP) **……Claimant**

Versus

1- The Chairman, Baroda U.P. Bank,

Budh Vihar Commercial Scheme,

Taramandal, Gorakhpur-273016.

2- The Regional Manager, Baroda U.P. Bank

Budh Vihar Commercial Scheme,

Taramandal, Gorakhpur-273016. **……Respondents**

AWARD

By order No.K-10/3-1/2022-IR Dated: 01.06.2022, the present Industrial Dispute has been referred for adjudication in exercise of the powers conferred by clause (d) of sub-section (1) and sub-section (2A) of Section 10 the Industrial Disputes Act, 1947 (14 of 1947) by the Central Government, with following schedule:

> *"Whether the action of the management of Baroda U.P. Bank, Gorakhpur over alleged illegal termination of the services of Shri Baliram Prasad Kesri S/O Shri Gulab Chandra Prasad Kesri, Safaikarmi w.e.f. 01.07.2020, is legal and justified ? If not, to what relief the concerned workman is entitled to and from which date?"*

Accordingly, the present I.D case no.17/2022, registered before this tribunal.

FACTS OF THE CASE

On 11.06.2022, Workman/Shri Baliram Prasad Kesri, filed a claim statement, facts in brief as stated therein are as under:-

In the year 1994 he was appointed as Safai karamchari/Class 4th Post, in Baroda UP Bank, in the branch Budh Vihar Commercial Scheme, Taramandal, Gorakhpur.

In the said capacity he worked and discharged his duties, till 01.07.2020, and during the said period he also discharged other works which were allotted to him, at most satisfaction of superior authorizes and also worked as part time job karamchari.

However his services were retrenched/terminated by the respondent on 01.07.2020, without the following the provisions as provided under 25F of the Industrial Dispute Act.

Shri Suresh Kumar learned counsel on behalf of workman, make following submission in support of relief claimed by claimant:-

That workman/Shri Baliram Prasad Kesri, was engaged/appointed as casual employer in the bank in year 1994 in the said capacity he had worked and discharged his duties till January 2020 and thereafter on 01.02.2020 to 30.06.2020, he has worked as part time worker.

That on 01.07.2020, services of workman was retrenched/terminated without the following the provision provided under 25F of the Industrial Dispute Act.

Shri Suresh Kumar learned counsel for workman, further submitted that the workman was working as casual employer in the bank/respondent, as per the preliminary objection taken by the respondent, he does not falls within the category of workman, is totally incorrect and wrong which is evident from the documents which annexed by workman, with Annexure no.1 annexed with claim statement and documents no.W6(4),W6(5) and W6(8), filed by him by way of documents in support of his case, from which it is clear that claimant falls within the capacity of workman as per Section 2(s) of the Act.

Further on the basis of the documents filed by the workman in support of his case, annexed as W20 to W170, it is clearly established that workman worked during the said period as mention in the document and he was paid salary in respect to the said periods during which he worked in the bank, and on the basis of the document annexed by the claimant, document no.W158 to W170, which duely stamped and signed by the Manager of the Bank, on the basis of which wages/salary was paid to the claimant for the said period, from the same it is clearly established that he has worked more than 240 days in the last 12 calendar months in the preceding year, before retrenchment of his services, so his services has been retrenched/terminated on 01.07.2020, in invoilation of the provisions as provided under 25F of the Industrial Dispute Act, as such the same is liable to be set aside.

Shri Suresh Kumar learned counsel for claimant also argued, on the basis of the evidence on affidavit (examination in chief) dated 06.07.2023, and cross examination 03.08.2023, of workman that it is clearly established that he was working in bank and his services was retrenched/terminated on 01.07.2020, without following the provision as provided under 25F of the Industrial Dispute Act, so the same may be set aside, and may be reinstated back in services with all consequential benefits.

On behalf of respondent Shri SK Shukla, learned counsel for respondent, in rebuttal submits as under:-

1. The present claim application filed by claimant is not maintainable because the claimant was never appointed by the bank in any capacity provided under the law. Further no relationship of employer and employee exists between claimant and opposite party bank as per the Governing regulations of employees under Regional Rural Banks Act, 1976, applicable for the relevant period.

Thus in the absence of existence of any employer and employee relationship the claimant had no right to sue the bank under Industrial Disputes Act, 1947.

2. He also argued that the present claim application is legally not maintainable on the ground that the bank is a public sector undertaking and fall under the definition of "State" as provided under Article 12 of Constitution of India and resultantly the procedure of employment and appointment are strictly Governed by the Article 14 & Article 16 of Constitution of India. Moreover no post in any public sector institution shall be permitted to be filled through a backdoor entry and without following the due procedure of appointment as provided under the statutory laws.

Shri SK Shukla learned counsel for respondent, on the basis of the facts pleaded in the written statement taken a preliminary objection that Shri Balirram Prasad Kesri is not a workman, so the present claim petition filed by claimant, is not maintainable.

Learned counsel for respondent also argued that present reference is beyond the scope, ambit and jurisdiction of provisions under Industrial Disputes Act, 1947, as the present reference has been made by the appropriate Government on the complaint/application of a person who had never been appointed or employed as per law. Further the provisions of Section 2(k) of Industrial Disputes Act, 1947 is reproduced as under:-

> *"Industrial Dispute is "any dispute or difference between employers and employers or between employers and workmen; or between workmen and workmen, which is connected with the employment or non-employment or the terms of employment or with the conditions of labour of any person."*

The above provision of Industrial Disputes Act, 1947 is only related to any dispute or difference of employee, difference between employers and employers or between employers and workmen; or between workmen and workmen, which is connected with the employment or non-employment or the terms of employment or with the conditions of labour of any person. Thus present reference related to a non-suitor would be legally not maintainable and bad in law.

Shri S.K.Shukla learned counsel for respondent also argued that present claim application is legally not maintainable on the ground of Section 2(00) of Industrial Disputes Act, 1947 as the case of any stop gap arrangement or casual engagement for limited extent would not fall under the definition of "Industrial Dispute" provided under section 2(k) of Industrial Disputes Act, 1947 and covered under section 2(00) of Industrial Disputes Act, 1947 and claim would be barred by law under Section 25(F) of Industrial Disputes Act, 1947, because the Bank has taken a policy decision for outsourcing non core banking duties of the various branches including present one and accordingly outsourcing agency/contractor may have deputed/deployed any contract labour in the branch.

Further bank has no post of messenger or PTJ. The bank has taken a policy decision for outsourcing non- core banking duties of the various branches including present one and accordingly outsourcing agency/contractor provides the requisite manpower, wherever required and also the facts taken by claimant, in its claim petition were denied by respondent.

Further and on the basis of the pleadings in the written statement as well as affidavit filed by Shri Nishant Kumar, the branch head of the bank, on 24.01.2024, the relevant portion quoted herein below:-

> *13. That for the purposes such as day to day requirement of stationary, expenses for purchase of drinking water to the customers, cleaning, sweeping and shifting of branch record as when if required, the manager has been given power to debit sundry account in his name and reimburse to any purpose mentioned above etc.*
>
> *14. That the claimant had not worked continuously 240 days in the branch for the last preceding year. However, it would be noteworthy that for few days he may have been called in the branch but he had not worked regularly.*

And his cross examination dated 18.07.2024, submits that workman has not worked for 240 days in the last 12 calendar months in the preceding year, relevant portion quoted herein below:-

> *Page no. 20 to 31 of the documents filed on record as W-6 shown to the witness, and question is asked that on the basis of the said material the claimant has worked for more than 240 days.*
>
> *Answer- It is not a document of the bank so denied (page No. 20 to 30) no such document was prepared/issued from bank.*
>
> *On the basis of the averment made in paragraph 14 of the affidavit (examination in chief) that the averment as made in the said paragraph that claimant/workman has not continuously worked 240 days in the branch in the last preceding here is in correct facts.*
>
> *Answer- Correct facts are mentioned in paragraph 14.*

Shri S.K.Shukla learned counsel for respondent, submits that claim filed by worker lacks merit and liable to be dismissed.

FINDINGS & CONCLUSION

I have heard Shri Suresh Kumar learned counsel for workman, and

Shri SK Shukla learned counsel for respondent, and perused the record.

After hearing the parties the following points are to be considered/adjudicated in the matter in issue:-

(1). Whether the plea taken by respondent/bank, that in view of Article 12 of the Constitution of India, bank being a public sector undertaking, the present as per reference dated 01.06.2022, is maintainable or not?

(2). Whether the plea taken by respondent/bank, that in view of the definition of Industrial Dispute as given u/s 2K of the Act, the reference is beyond the Scope/jurisdiction of provisions of Industrial Dispute Act, 1947, is correct or not?

(3) Whether Claimant/Shri Baliram Prasad Kesri, falls within the definition of workman, as per section 2(S) of the Act, or not?

(4). Whether the workman has completed 240 days continuously in the last 12 calendar months in the preceding year as casual/daily wager on 01.07.2020, prior to termination/retrenchment of his service without following the provision of section 25F of the Industrial Disputes Act, or not?

(5). If the workman/Shri Baliram Prasad Kesri, has completed 240 days continuously in the last 12 calendar month prior the date of his termination/retrenchment, on 01.07.2020, without the following provision with section 25F of the Act, his services was retrenched then for what relief he is entitled?

POINT No. (1)

Whether the plea taken by respondent/bank, that in view of Article 12 of the Constitution of India, bank being a public sector undertaking, the present as per reference dated 01.06.2022, is maintainable or not?

I have the learned counsel for parties and gone through record.

ARTICLE 12

Article 226 of the Constitution provides that every High Court shall have powers, throughout the territories in relation to which it exercises jurisdiction, to issue **to any person or authority**, including in appropriate cases, any Government, directions, orders or writs, including writs in the nature of habeas corpus, mandamus, prohibition, quo-warranto and certiorari, or any of them, **for the enforcement of any of the rights conferred by Part III and for any other purpose**. Part III of the Constitution deals with the fundamental rights and Article 12 which defines "The State" is contained in Part III of the Constitution. The significance of Article 12 of the Constitution has been emphasised by a Constitution Bench of the Hon'ble Supreme Court consisting of seven Hon'ble Judges in ***Pradeep Kumar Biswas Vs. Indian Institute of Chemical Biology & Ors., (2002) 5 SCC 111,*** in the following words :-

> *"But before considering the decisions it must be emphasized that the significance of Article 12 lies in the fact that it occurs in Part III of the Constitution which deals with fundamental rights. The various Articles in Part III have placed responsibilities and obligations on the "State" vis-à-vis the individual* ***to ensure constitutional protection of the individual's rights against the State****, including the right to equality under Article 14 and equality of opportunity in matters of public employment under Article 16 and most importantly,* ***the right to enforce all or any of these fundamental rights against the "State" as defined in Article 12 either under Article 32 by the Court or under Article 226 by the High Courts by issuance of writs or directions or orders.****" (Emphasis supplied)*

Further, Article 226 of the Constitution confers powers on the Hon'ble High Courts to issue to 'any person' or 'authority' writs for enforcement of 'the fundamental rights' as well as 'for any other purpose'. The power to issue writs of the nature expressly mentioned "to any person" can only mean the power to issue such writ to any person to whom, according to well established principles the writ lay and the words 'for any other purpose' must mean a purpose other than enforcement of fundamental rights for which any of the writs would, according to established principles issue i.e. for enforcement of some other legal right and the performance of some legal duty.

The word "State" has been defined in Article 12 to include the Government organization and all local or other authorities within the territory of India or under the control of the Government of India.

Dr. B.R. Ambedkar explained the scope of Article 12 and the reason why this Article was placed in the chapter of fundamental rights in the Constituent Assembly by stating:-

> *"The object of the fundamental rights is twofold. First, that every citizen must be in a position to claim those rights. Secondly, they must be binding upon every authority - I shall presently explain what the word 'authority' means upon every authority which has got either the power to make laws or the power to have discretion vested in it. Therefore, it is quite clear that if the fundamental rights are to be clear, then they must be binding not only upon the Central Government, they must not only be binding upon the Provincial*

Government, they must not only be binding upon the Governments established in the Indian States, they must also be binding upon District Local Boards, Municipalities, even Village Panchayats and Taluk Boards, in fact, every authority which has been created by law and which has got certain power to make laws, to make rules, or make bye-laws.

If that proposition is accepted and I do not see anyone who cares for fundamental rights can object to such a universal obligation being imposed upon every authority created by law - then, what are we to do to make our intention clear? There are two ways of doing it. One way is to use a composite phrase such as 'the State', as we have done in Article 7; or, to keep on repeating every time, 'the Central Government, the Provincial Government, the State Government, the Municipality, the Local Board, the Post Trust, or any other authority'. It seems to me not only most cumbersome but stupid to keep on repeating this phraseology every time we have to make a reference to some authority. The wisest course is to have this comprehensive phrase and to economise in words."

In view of the above said facts as well as taking into consideration judgments passed by the Hon'ble Supreme Court in the case of ***Sukhdev Singh & Ors vs. Bhagat Ram Sardar Singh Raghuvanshi & Ors, AIR 1975 SC 1331,*** in the case of ***Ajay Hasia vs. Khalid Mujib Sehravardi & Ors, AIR 1981 SC 487,*** and in the case of ***M/s. Zee Tele Films Ltd. & Anr. vs. Union of India & Ors, (2005) 4 SCC 649***, the plea taken by bank that being public sector, so as per Article 12 of the constitution of India, grievances as raised by workman/Shri Baliram Prasad Kesri, is not maintainable, has got no force, rejected.

POINT No. (2)

Whether the plea taken by respondent/bank, that in view of the definition of Industrial Dispute as given u/s 2K of the Act, the reference is beyond the Scope/jurisdiction of provisions of Industrial Dispute Act, 1947, is correct or not?

The definition of industrial dispute" as contemplated under Section 2(k) of the Industrial Disputes Act, 1947, reads as under:-

"Section 2(k) of the Industrial Disputes Act, 1947 defines 'industrial dispute' as: "any dispute or difference between employers and employers, or between employers and workmen, or between workmen and workmen, which is connected with the employment or non- employment or the terms of employment or with the conditions of labour, of any person;

The definition of "industrial dispute" under Section 2(k) of the Industrial Disputes Act, 1947, can be analyzed in three distinct parts i.e. (1) there must be dispute or difference, (2) dispute or difference must be between the employer and employer or between employer and workman or between workman and workman, (3) dispute or difference must be connected with the employment or with the condition of labour, of any person. The first component pertains to the existence of a real and substantive dispute. The second relates to the parties who are competent to raise such a dispute. The third concerns the subject-matter of the dispute, which must relate either to the employment or non-employment, or to the terms of employment or conditions of labour, of any individual.

Taking into consideration the above facts in regard to the jurisdiction of the Tribunal to decide the dispute arises out of ID Act, 1947, it would be appropriate to refer the decision rendered by the Hon'ble Apex Court in the case of ***Oil and Natural Gas Corporation Ltd. v. Petroleum Coal Labour Union***, ***(2015) 6 SCC 494,*** wherein it has held as under:

"Whether jurisdiction of the Tribunal to direct the Corporation to regularise the services of the workmen concerned in the posts is valid and legal?

27. The Central Government in exercise of its powers under Section 10 of the Act referred the existing industrial dispute between the workmen e concerned and the Corporation to the Tribunal which rightly adjudicated Point (i) of the dispute (supra) on the basis of the facts, circumstances and evidence on record and passed an award dated 26.5.1999 directing the Corporation that the services of the workmen concerned should be regularised with effect from the date on which all of them completed 480 days, subsequent to their appointment by the memorandum off appointment. The contention urged on behalf of the Corporation that the Tribunal has no power to pass such an award compelling the Corporation to regularise the services of the workmen concerned is wholly untenable in law. Even if we consider the same, the said contention is contrary to the legal principles laid down by this Court in Hari Nandan Prasad v. Food Corpn. of India, wherein the decisions in U.P. Power Corpn. Ltd. v. Bijli Mazdoor Sangh and Maharashtra SRTC v. Casteribe Rajya Parivahan Karmchari Sanghatana and Umadevi (3) were discussed in detail.

6. In light of the aforementioned facts, the submission advanced by the learned counsel for respondent, that the Learned Tribunal lacks jurisdiction to adjudicate the dispute concerning as per reference is untenable, rather got no force, rejected.

POINT No. (3)

Whether Claimant/Shri Baliram Prasad Kesri, falls within the definition of workman, as per section 2(S) of the Act, or not?

The definition of 'workman' as given under Section 2(s) of the Industrial Disputes Act 1947, the said definition as it stood originally when the ID Act came into force w.e.f. 01.04.1947, read as follows:-

> *"(s) "workman means any person employed (including an apprentice) in any industry to do any skilled or unskilled manual or clerical work for hire or reward and includes, for the purposes of any proceeding under this Act in relation to an industrial dispute, but does not include any person employed in the naval, military, or air service of the Crown."*

The definition was amended by Amending Act No. 36 of 1956 which came into force from 29th August, 1956 to read as follows:-

> *(s) "workman" means any person (including an apprentice) employed in any industry to do any skilled or unskilled manual, supervisory technical or clerical work for hire or reward, whether the terms of employment be express or implied, and for the purposes of any proceeding under this Act in relation to an industrial dispute, includes any such person who has been dismissed, discharged or retrenched in connection with, or as a consequence of, that dispute, or whose dismissal discharge, or retrenchment has led to that dispute, but does not include any such person -*
>
> > *(i) who is subject to the Army Act, 1950, or the Air Force Act, 1950, or the Navy (Discipline) Act, 1934; oर*
> >
> > *(ii) who is employed in the police service or as an officer or other employee of a prison; or*
> >
> > *(iii) who is employed mainly in a managerial or administrative capacity;*
> >
> > *or*
> >
> > *(i) who, being employed in a supervisory capacity, draws wages exceeding five hundred rupees per mensem or exercises, either by the nature of the duties attached to the office or by reason of the powers vested in him, functions mainly of a managerial nature."*

The change brought about by this Amendment was that the persons employed to do "supervisory" and "technical" work were also included in the definition for the first time by this Amendment, although those who were employed in a supervisory capacity were so included in the definition provided their monthly wage did not exceed Rs.500.

The definition of 'workman' was further amended by Amending Act No.46 of 1982 which was brought into force w.e.f. 21.8 1984 and the same reads as under:-

> *"(s) "workman" means any person (including an apprentice) employed in any industry to do any manual, unskilled, skilled, technical, operational, clerical or supervisory work for hire or reward, whether the terms of employment be express or implied, and for the purposes of any proceeding under this Act in relation to an industrial dispute, includes any such person who has been dismissed, discharged or retrenched in connection with, or as a consequence of, that dispute, or whose dismissal discharge, or retrenchment has led to that dispute, but does not include any such person-*
>
> > *(i) who is subject to the Air Force Act, 1950 (45 of 1950), or the Army Act, 1950 (46 of 1950), or the Navy Act, 1957 (62 of 1957);*
> >
> > *(ii) who is employed in the police service or as an officer or other employee of a prison, or*
> >
> > *(iii) who is employed mainly in a managerial or administrative capacity,*
> >
> > *or*
> >
> > *(iv) who, being employed in a supervisory capacity, draws wages exceeding one thousand six hundred rupees per mensem or exercises, either by the nature of the duties attached to the office or by reason of the powers vested in him, functions mainly of a managerial nature."*

A bare perusal of the aforementioned provision clearly indicates that a person would come within the purview of the said definition if he: (i) is employed in any industry; and (ii) performs any manual, unskilled, skilled, technical, operational, clerical or supervisory work.

Hon'ble the Apex Court in the case of **All India Reserve Bank Employees Association Versus Reserve Bank of India reported in AIR 1966 SC 305** held as under-

> *23. The argument is extremely ingemous and the simile interesting but it misses the realities of the amendment of the Industrial Disputes Act in 1956. The definition of 'workman' as it originally stood before the amendment in 1956 was as follows :-*
>
> > *"2. (s) 'workman' means any person employed (including in apprentice) in any industry to do any*

skilled (11) 91 L. ed. 104 or unskilled manual or clerical work for hire or reward and includes, for the purposes of any proceedings under this Act in relation to an industrial dispute a workman discharged during that dispute, but does not include any person employed in naval, military or air service of the Government."

24. The amending Act of 1956 introduced among the categories of persons already mentioned persons employed to do supervisory and technical work. So far the language of the earlier enactment was used. When, however, exceptions were engrafted, that language was departed from in clause (iv) partly because the draftsman followed the language of clause(iii) and partly because from persons employed on supervision work some are to be excluded because they draw wages exceeding Rs 500 per month and some because they function mainly in a managerial capacity or have duties of the same character. But the unity between the opening part of the definition and clause (iv) was expressly preserved by using the word 'such' twice in the opening part. The words, which bind the two parts, are not-"but does not include any person". They are "but does not include any such person showing clearly that what is being excluded is a person who answers the description" employed to do supervisory work" and he is to be excluded because being employed in a 'supervisory capacity' he draws wages exceeding Rs. 500 per month or exercises functions of a particular character. The scheme of our Act is much simpler then that of the American statutes. No doubt like the Taft-Hartley Act the amending Act of 1956 in our country was passed to equalize bargaining power and also to give the power of bargaining and invoking the Industrial Disputes Act to supervisory workmen, but it gave it only to some of the workmen employed on supervisory work 'Workman' here includes an employee employed as supervisor. There are only two circumstances in which such a person ceases to be a workman Such a person is not a workman if he draws wages in excess of Rs. 500 per month or if he performs managerial functions by reason of a power vested in him or by the nature of duties attached to his office The person who ceases to be a workman is not a person who does not answer the description "employed to do supervisory work" but one who does answer that description. He goes out of the category of "workmen" on proof of the circumstances excluding him from the category."(See also in **H.R. Adyanthaya & others Versus Sandoz India Ltd. reported in (1994) 5 SCC 373**).

Further the Hon'ble the Apex Court in the case of **Chauharya Tripathi & others Versus L.I.C. of India & others reported in 2015 (7) SCC 263**, in Para-7 held as under.-

"7. Keeping in view the question posed at the beginning, we are obligated to make a survey of the authorities that have been pronounced by this Court specifically pertaining to the Development Officers working in LIC. A three- Judge Bench of this Court in S.K. Verma vs. Mahesh Chandra & Anr.3, adverted to the definition of 'workman' as originally defined under Section 2(s) of the Act and the substantial amendment that was brought in 1956 in respect of the definition of 'workman' and referred to the decision in Workmen vs. Indian Standards Institution4 and dwelled upon the hierarchy of officers working in LIC, the duties performed by such officers and 2 (2008) 11 SCC 319 3 (1983) 4 SCC 214 4 (1975) 2 SCC 847 eventually held thus

"A perusal of the above extracted terms and conditions of appointment shows that a development officer is to be a whole time employee of the Life Insurance Corporation of India. that his operations are to be restricted to a defined area and that he is liable to be transferred. He has no authority whatsoever to bind the Corporation in anyway. His principal duty appears to be to organise and develop the business of the Corporation in the area allotted to him and for that purpose to recruit active and reliable agents, to train them to canvass new business and to render post-sale services to policy-holders. He is expected to assist and inspire the agents. Even so he has not the authority to appoint agents or to take disciplinary action against them. He does not even supervise the work of the agents though he is required to train them and assist them. He is to be the 'friend, philosopher and guide' of the agents working within his jurisdiction and no more. He is expected to stimulate and excite the agents to work, while exercising no administrative control over them. The agents are not his subordinates. In fact, it is admitted that he has no subordinate staff working under him. It is thus clear that the development officer cannot by any stretch of imagination be said to be engaged in any administrative or managerial work. He is a workman within the meaning of s.2(s) of the Industrial, Disputes Act."

(See also: ***Om Carrying Corporation Versus Tilock Narang & others reported in 2016(148) FLR 915; T.Boby Francis Versus Lucy Varghese & others reported in 2016(149) FLR 866 & Jagdish Prasad Sharma Versus Presiding Officer, Industrial Tribunal-cum-Labour Court-l, Gurugram & another reported in 2023 (178) FLR 565), M/s S.K. International & another v. Ashok Tanaji Tambe & another 2024 (180) FLR 994)****).

The Hon'ble Delhi High Court in the case of ***Rita Sachdeva vs. Secretary (Labour) & Others, 2024 (182) FLR 802***, after placing reliance on the judgment passed in the case of ***Bharti Airtel Ltd vs. AS Raghuvendra, 2024 (181) FLR 733 (SC)***, relevant paragraph quoted herein below, held as under:-

29. In Bharti Airtel Ltd. v. A.S. Raghavendra, the Supreme Court discussed the criteria for determining the nature of work for inclusion of an employee as a workman and held that the mere absence of power to appoint, dismiss or hold disciplinary inquiries against other employees, would not and could not be the sole criterion to determine whether a person is a "workman" or not. The relevant paragraph is reproduced here for reference:

> *"25. That being said, in our considered view, mere absence of power to appoint, dismiss or hold disciplinary inquiries against other employees, would not and could not be the sole criterion to determine such an issue. Holding otherwise would lead to incongruous consequences, as the same would, illustratively, mean that, employees in high-ranking positions but without powers to appoint, dismiss or hold disciplinary enquiry would be included under the umbrella of "workman "under Section 2(s), ID Act. We cannot be oblivious of the impact of our decisions...'*

32. It is also relevant to note that Section 2(s)(iv) of the I.D. Act expressly excludes a person who, being employed in a supervisory capacity, draws wages exceeding ten thousand rupees per mensem (was one thousand six hundred prior to the Amendment in 2010) or exercises, either by the nature of the duties attached to the office or by reason of the powers vested in him, functions mainly of a managerial nature from the definition of a "workman".

In view of the above said position law, as per the pleadings made by parties, the point to be considered is whether claimant, falls within the category of workman as per section 2(S) of the Act, or not?

Shri Baliram Prasad Kesri/workman, along with his claim petition has annexed documents (page no.16 to 33) at page 16, there is document which is a certificate issued by the Branch Manager, Murali Chhapara, Ballia, from the perusal of the same it is clearly establish that workman was working and discharging his duties in the bank as casual employee/class IVth post.

Further from the documents annexed as page no.19, 20 and 21, which are a certificate issued by Branch Manager, Murali Chhapara, Ballia, it is also clearly evident that Shri Baliram Prasad Kesri/workman was working and discharging his duties, in the capacity of casual employee/class IVth post.

Moreover the claimant along with the documents which were filed by him in support of his case, that he was working in the bank (which are on record), from page no.W4 to W17, duely stamp and signed by Manager of the Bank, and proved by him by way of his evidence on affidavit (examination in chief) filed by him, and cross examination it is clearly established that claimant/Shri Baliram Prasad Kesri, was working in the bank in the capacity of daily wager/casual employee, so he falls within the category of workman as given u/s 2(S) of the Act.

POINT No. (4)

Whether the workman has completed 240 days continuously in the last 12 calendar months in the preceding year as casual/daily wager on 01.07.2020, prior to termination/retrenchment of his service without following the provision of section 25F of the Industrial Disputes Act, or not?

In order to decide the point in question it is appropriate to have a glance of Section 2(oo), 2(s) and Section 25-F of I.D. Act, 1947 which reads as under:-

*"**2. (00) "retrenchment"** means the termination by the employer of the service of a workman for any reason whatsoever, otherwise than as a punishment inflicted by way of disciplinary action, but does not include -*

> *(a) voluntary retirement of the workman; or*
>
> *(b) retirement of the workman on reaching the age of superannuation if the contract of employment between the employer and the workman concerned contains a stipulation in that behalf; or*
>
> *(bb) termination of the service of the workman as a result of the non-renewal of the contract of employment between the employer and the workman concerned on its expiry or of such contract being terminated under a stipulation in that behalf contained therein; or*
>
> *(c) termination of the service of a workman on the ground of continued ill-health;*

2(s) "workman" means any person (including an apprentice) employed in any industry to do any manual, unskilled, skilled, technical, operational, clerical or supervisory work for hire or reward, whether the terms of employment be express or implied, and for the purposes of any proceeding under this Act in relation to an industrial dispute, includes any such person who has been dismissed, discharged or retrenched in connection with, or as a consequence of, that dispute, or whose dismissal, discharge or retrenchment has led to that dispute, but does not include any such person--

> *(i) who is subject to the Air Force Act, 1950 (45 of 1950), or the Army Act, 1950 (46 of 1950), or the Navy Act, 1957 (62 of 1957), or*

(ii) who is employed in the police service or as an officer or other employee of a prison, or

(iii) who is employed mainly in a managerial or administrative capacity, or who, being employed in a supervisory capacity, draws wages exceeding ten thousand rupees per mensem or exercises, either by the nature of the duties attached to the office or by reason of the powers vested in him, functions mainly of a managerial nature.

25F. Conditions precedent to retrenchment of workmen.-

No workman employed in any industry who has been in continuous service for not less than one year under an employer shall be retrenched by that employer until-

(a) the workman has been given one month's notice in writing indicating the reasons for retrenchment and the period of notice has expired, or the workman has been paid in lieu of such notice, wages for the period of the notice,

(b) the workman has been paid, at the time of retrenchment, compensation which shall be equivalent to fifteen days' average pay for every completed year of continuous service or any part thereof in excess of six months; and

(c) notice in the prescribed manner is served on the appropriate Government or such authority as may be specified by the appropriate Government by notification in the Official Gazette."

Further the Hon'ble Delhi High Court in the case of **Sarita Tiwari Versus Aastha Garments reported in 2024 (180) FLR 649** after taking into consideration the definition of retrenchment read with provisions as provided under Section 25-F of the Act, held as under:-

"20. It is well-settled that the burden to prove that the workman was in continuous employment of 240 days with the management is on the workman herself. This principle was reiterated by the Hon'ble Supreme Court in the landmark judgement of R.M. Yellatti v. Asstt.

Executive Engineer, (2006) 1 SCC 106; the relevant paragraph is extracted below:-

"17. Analysing the above decisions of this Court, it is clear that the provisions of the Evidence Act in terms do not apply to the proceedings under Section 10 of the Industrial Disputes Act. However, applying general principles and on reading the aforestated judgments, we find that this By:MANISH KUMAR W.P.(C) 5369/2019 8 of 16 Court has repeatedly taken the view that the burden of proof is on the claimant to show that he had worked for 240 days in a given year. This burden is discharged only upon the workman stepping in the witness box. This burden is discharged upon the workman adducing cogent evidence, both oral and documentary. In cases of termination of services of daily-waged earners, there will be no letter of appointment or termination. There will also be no receipt or proof of payment. Thus in most cases, the workman (the claimant) can only call upon the employer to produce before the court the nominal muster roll for the given period, the letter of appointment or termination, if any, the wage register, the attendance register, etc. Drawing of adverse inference ultimately would depend thereafter on the facts of each case. The above decisions however make it clear that mere affidavits or self-serving statements made by the claimant workman will not suffice in the matter of discharge of the burden placed by law on the workman to prove that he had worked for 240 days in a given year. The above judgments further lay down that mere non-production of muster rolls per se without any plea of suppression by the claimant workman will not be the ground for the Tribunal to draw an adverse inference against the management. Lastly, the above judgments lay down the basic principle, namely, that the High Court under Article 226 of the Constitution will not interfere with the concurrent findings of fact recorded by the Labour Court unless they are perverse. This exercise will depend upon the facts of each case."

21. These principles were reiterated by the Hon'ble Supreme Court in Krishna Bhagya Jala Nigam Ltd. v. Mohd. Rafi, (2009) 11 SCC 522, and the law on this subject was traced as under in paragraphs 8 to 10:

"8. In Rajasthan State Ganganagar S. Mills Ltd. v. State of Rajasthan [(2004) 8 SCC 161] the position was again reiterated in para 6 as follows: (SCC p. 163)

'6. 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 in fact worked up to 240 days in the year preceding his termination. He has filed an affidavit. It is only his own statement which is in his favour 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 to hold that the workman had worked for 240 days as claimed.'

9. In Municipal Corpn., Faridabad v. Siri Niwas ((2004) 8 SCC 195] it was held that 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 By:MANISH KUMAR W.P.(C) 5369/2019 10 of 16 was again reiterated in para 11 as follows: (SCC p. 250)

'11. 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. At this stage it may be useful to refer to a judgment of this Court in Municipal Corpn., Faridabad v. Siri Niwas [(2004) 8 SCC 195] wherein this Court disagreed with the High Court's view of drawing an adverse inference in regard to the non-production of certain relevant documents.

This is what this Court had to say in that regard: (SCC p. 198, para 15)

"15. A court of law even in a case where provisions of the Evidence Act apply, may presume or may not presume that if a party despite possession of the best evidence had not produced the same, it would have gone against his contentions. The matter, however, would be different where despite direction by a court the evidence is withheld. Presumption as to adverse inference for non-production of evidence is always optional and one of the factors which is required to be taken into consideration is the background of facts involved in the lis. The presumption, thus, is not obligatory because notwithstanding the intentional non- production, other circumstances may exist upon which such intentional non-production may be found to be justifiable on some reasonable grounds. In the instant case, the Industrial Tribunal did not draw any adverse inference against the appellant. It was within its jurisdiction to do so particularly having regard to the nature of the evidence adduced by the respondent."

10. In RBI v. S. Mani [(2005) 5 SCC 100] a three- Judge Bench of this Court again considered the matter and held that the initial burden of proof was on the workman to show that he had completed 240 days of service. The Tribunal's view that the burden was on the employer was held to be erroneous. [...]"

22. In light of the law laid down by the Hon'ble Supreme Court, the initial question to be examined is whether the petitioner discharged her burden of proving that she was in continuous employment for at least 240 days in the year preceding her date of termination."

A Division Bench of Allahabad High Court in a case of ***Ghanshyam Prajapati Versus Union of India reported in 2024 (1) FLR 131***, after taking into consideration has held that if a workman has completed 240 days in the last preceding year is then he is entitled for the benefit of Section 25-F of the Act.

The Hon'ble Madhya Pradesh High Court in the case of **Chairman, Institute of Engineers, Jabalpur Versus Kailash Sen reported in 2024(181) FLR 300**, it has been held that it is not in dispute that workman was in employment with respondent since the date of engagement and prior to retrenchment of his services he has continuously worked for 240 days in the last preceding 12 months. The said plea taken by the workman has to be categorically denied and disprove by the respondent who has sufficient documentary evidence to demonstrate that employee has not worked for more than 240 days in a

calendar year by producing attendance and payment register. If same is not done, it will be presumed that the respondent has failed to dislodge the claim of the workman that he has worked for more than 240 days in last preceding 12 months.

A Division Bench of Hon'ble Telangana High Court in the case of **S. Srinivas Versus The Union of India & others reported in 2024 LLR 860**, it has been held that it is trite law that a party invoking/relying on certain plea has to make an averment with details to sustain such a plea and has to adduce material to establish allegations made and the burden is on the party to lead and prove that it is right. (see State of Uttar Pradesh v. Kartar Singh, AIR 1964 SC 1135).

The Hon’ble Delhi High Court in the case of ***Shri Pappu Pathak vs. M.s Bansal Brothers Industries, 2025 (185) FLR 330***, held that initially the owners lies on the workman to prove by way of documentary and evidence that he has worked more than 240 days in 12 months immediately receiving the date of is alleged retrenchment/termination, and if he proved the same then it is a reasonability of management to rebut a said facts.

The Hon’ble Mandya Pradesh High Court in the case of ***Goverdhan vs. Chief Muncipal Officer, 2025 (185) FLR 154***, after placing reliance on the judgment, passed by the Hon’ble Supreme Court the case reported in ***Director, Fisheries Terminal Department v. Bhikubhai Meghajibhai Chavda***, ***2009 (123) FLR 875 (SC),*** held as under relevant portion quoted here in below:-

"4. The Labour Court on consideration of the oral and documentary evidence has concluded that the appellant is an industry since there is no evidence to show that the appropriate Government had declared the appellant as a seasonal industry or the work is performed intermittently. It has also observed that the appellant has not produced any documentary evidence to show that the workman had not completed 240 days in the preceding year and was not in service till 1991 and, therefore, an adverse inference requires to be drawn that the workman has completed continuous service of 240 days and, accordingly, has concluded that the appellant-employer could not have retrenched the services of the workman without complying with the provisions of the Industrial Disputes Act. In view of the aforesaid finding and the conclusion reached, the Labour Court had directed the appellant to reinstate the respondent with 20% back wages for the period when the respondent was kept out of service. The award passed by the Labour Court was challenged by the appellant before the High Court.

5. The High Court has endorsed the award passed by the Labour Court on the ground that the Labour Court has rightly come to the conclusion that the appellant has not established by leading cogent evidence that the appellant is not a seasonal industry. It is also observed that, once it has come in evidence that the workman has completed 240 days of service in the preceding year, then the initial burden is shifted on the employer to rebut the oral evidence of the workman by producing relevant oral and documentary evidence and since the appellant failed to produce the same before the Labour Court, it was justified in concluding that the workman had completed continuous service of 240 days during the preceding year and accordingly had dismissed the writ petition filed by the appellant. Being aggrieved by the judgment and order passed by the High Court, the appellant is before us in this appeal.

*6. The learned counsel for the appellant submitted that the appellant industry is seasonal in nature and, the respondent was employed on a purely temporary basis and, therefore, the onus lies on the respondent-workman to prove that he had in fact worked for 240 days in the preceding year. It is further submitted that the claim of the workman was time-barred and, therefore, the Labour Court ought not to have entertained the claim made by the workman, since the workman had approached the Labour Court nearly after eight years from the date he was supposed to have been terminated from service by the employer. * * **

14. Section 25-B of the Act defines "continuous service". In terms of sub- section (2) of Section 25-B if a 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 240 days within a period of one year, he will be deemed to be in continuous service.

15. The respondent claims that he was employed in the year 1985 as a watchman and his services were retrenched in the year 1991 and during the period between 1985 to 1991, he had worked for a period of more than 240 days. The burden of proof is on the respondent to show that he had worked for 240 days in preceding twelve months prior to his alleged retrenchment. The law on this issue appears to be now well settled."

In the case ***Manager, Reserve Bank of India, Bangalore v. S. Mani and others, 2005 (105) FLR 1067 (SC)***, held as under:-

*'**Burden of proof***

28. The initial burden of proof was on the workmen to show that they had completed 240 days of service. The Tribunal did not consider the question from that angle. It held that the burden of proof was upon the appellant on the premise that they have failed to prove their plea of abandonment of service stating:

> *"It is admitted case of the parties that all the first parties under the references CRs Nos. 1 to 11 of 1992 have been appointed by the second party as ticca mazdoors. As per the first parties, they had worked continuously from April, 1980 to December, 1982. But the second party had denied the abovesaid claim of continuous service of the first parties on the ground that the first parties has not been appointed as regular workmen but they were working only as temporary part-time workers as ticca mazdoor and their services were required whenever necessity arose that too on the leave vacancies of regular employees. But as strongly contended by the counsel for the first party, since the second party had denied the abovesaid claim of continuous period of service, it is for the second party to prove through the records available with them as the relevant records could be available only with the second party."*

29. The Tribunal, therefore, accepted that the appellant had denied the respondents' claim as regards their continuous service.

30. In Range Forest Officer v. S.T. Hadimani, it was stated: (SCC p. 26, para 3)

> *"3.....In our opinion the Tribunal was not right in placing the onus on the management without first determining on the basis of cogent evidence that the respondent had worked for more than 240 days*

in the year preceding his termination. It was the case of the claimant that he had so worked but this claim was denied by the appellant. It was then for the claimant to lead evidence to show that he had in fact worked for 240 days in the year preceding his termination. Filing of an affidavit is only his own statement in his favour and that cannot be regarded as sufficient evidence for any court or tribunal to come to the conclusion that a workman had, in fact, worked for 240 days in a year. No proof of receipt of salary or wages for 240 days or order or record of appointment or engagement for this period was produced by the workman. On this ground alone, the award is liable to be set aside." (See also Essen Deinki v. Rajiv Kumar.)

6. In the present case, the petitioner before the Labour Court had very categorically stated that he worked with the respondent from 01.10.2011 and got terminated without any reason orally on 01.02.2019. He had also stated that during the said period, he was continued in the employment with the respondent/organization and even during his cross-examination, he had reiterated the said fact. The Chief Executive Officer of the respondent/ organization was also examined, who had supported the stand of workman saying that he worked w.e.f. 01.10.2011 to 01.02.2019. The authority had further stated that even the institute did not produce any record because the same was never called. He had also shown unawareness about the petitioner's continuous working in a preceding year for 240 days. It was also stated by the authority that the said fact can be ascertained only after examining the record. It was further stated by the authority that he is not in a position to apprise the Court whether the records from the year 2011 till 2019 i.e. attendance register and salary register are available in the office or not.

7. In view of the aforesaid facts and circumstances of the case and the settled legal preposition, it is proper to hold that initial burden which was upon the workman to prove that he worked continuously for 240 days had been discharged by him and there was material available on record to show the same, but when the burden shifted upon the employer to rebut the stand of the workman, then they failed to do so and, therefore, under such circumstances, an adverse inference is drawn against them.(See also in the case of ***Kanchanjunga Building Employees Unior vs. Kanchanjunga Flat Owners' Society & Others, 2024 (183) FLR 832****).*

The Hon'ble Rajasthan High Court in the case of ***Reginal Manager Bank of Baroda vs. Presiding Officer, Central Industrial Tribunal, Rajasthan, Jaipur and Others, 2025 (186) FLR 684***, has rated the said view and held that initially the burden lies on the workman or proving that he worked more than 240 days in last 12 months preceding calendar year, and if he discharged the said burden then the owns shifts on the respondent.

Taking into consideration the above said facts in the present claim petition, on behalf of claimant it is specifically pleaded that he was appointed as Casual/daily labour/Safai karamhcari, in the year 1994, in the branch Budh Vihar Commercial Scheme, Taramandal, Gorakhpur, of Baroda UP Bank, and in the said capacity he worked and discharged his duties with respondent till 30.06.2020, and has been paid salary/wages, and on 01.07.2020, his services were retrenched.

Along with his claim statement, claimant filed the following attachments:-

1. प्रथम आवेदन पत्र

2. शाखा प्रबन्धक का प्रमाण पत्र

3. करोना ड्यूटी पास

4. वेतन आहरण पास बुक छायाप्रति

5. विकलांग प्रमाण पत्र

6. शैक्षिक अभिलेख व प्रमाण पत्र

7. शपथ-पत्र स्थानीय जनता द्वारा हस्ताक्षरित |

Respondent in their written statement did not denied that the documents which are annexed by claimant, along with his claim statement that they are incorrect/wrong, it is relevant to mention that some of them are certificate issued by the Branch Manager of the Bank, while claimant was working in the bank, and the payment Boucher by which wages are paid to workman during the tenure of his services in the bank.

Taking into consideration the said facts, and the documents filed by workman, on 17.08.2022, which are on record, as W(61) to W(177), as Annexure No.7, from the perusal of the said documents filed by workman i.e. (W20 to W70) (Annexure no.7), the attendance sheet etc, the photocopy of the details/number of days in preceding month in which he worked in the bank, paid salary/wages for the said period, further the same are duely stamped and signed by the Manager.

Further claimant, annexed documents for period i.e. form month of June/1994, till the date of his retrenchment i.e.01.07.2020, as document no.W148 to W170, in order to prove his case that he had worked for more than 240 days in the last 12 calendar months in the preceding year, from the date of his retrenchment of his services.

Moreover this Tribunal itself has calculated number of days on the basis of said document (W148 to W170), and on calculation it clearly comes out that number of days for which worker, worked in last 12 months from the date of retrenchment of his services are more than 240 days from month of June/1994 to 30.06.2020, as in the said documents, number of days were mention on which he had worked and the wages were paid to him, as it was also mention therein that ***"बलिराम प्रसाद केसरी को नगद भुगतान दिया गया"*** the same are duely stamp (The Bank Stamp) signed by the Branch Manager of concerned branch in which he was working.

Moreover Shri Baliram Prasad Kesri/workman, in his evidence on affidavit (examination in chief)/cross examination has clearly proved the said documents i.e. document filed by him as (W1 to W177), as Shri Baliram Prasad Kesri/workman, by way of evidence on affidavit i.e. Examination in Chief, pleaded that he worked from year 1994 to 30.06.2020, as casual employer in the Bank, when he was cross examined by respondent on 03.08.2023, he had proved the said documents, further in his cross examination, question has been put from the side of respondent, which is as under:-

प्र. आपका यह कहना गलत है कि बैंक से निकाले जाने के पूर्व एक साल में 240 दिन काम किया।

उ. बिल्कुल गलत है मुझे गलत तरीके से निकाला गया है जो 25-F एक्ट का उल्लंघन है।

And on behalf of respondent/bank, in order to prove its case, evidence on affidavit (examination in chief) of one Shri Nishant Kumar, was posted as Bank Head, at Branch Murli Chapra, District-Ballia, have been filed, and in paragraph no.14, he has stated as under:-

> *14. That the claimant had not worked continuously 240 days in the branch for the last preceding year. However, it would be noteworthy that for few days he may have been called in the branch but he had not worked regularly.*

However no material i.e. attendance register/wage register etc, filed or annexed by respondent, in support of its case that said averment as made in paragraph 14, in his cross examination on 18.07.2024, a question was put to, quoted herein below:-

> *On the basis of the averment made in paragraph 14 of the affidavit (examination in chief) that the averment as made in the said paragraph that claimant/workman has not continuously worked 240 days in the branch in the last preceding here is in correct facts.*
>
> *Answer- Correct facts are mentioned in paragraph 14.*

Accordingly in view of the said facts as respondent has not filed any document in order to revert the evidence/material file by the workman in respect to continuous working by him for 240 days continuously as casual/daily worker in the last proceeding 12 calendar months, i.e. attendant register, wages register etc, that workman has not worked continuously 240 days in last 12 months in the preceding calendar year prior to retrenchment/termination of service, taking into consideration said fact and the law down by The Hon'ble Apex Court in the case of **Nayan Bhagwantroo Gosavi Balajiwale Vs. Gopal Vinayak Gosavi & Ors, AIR 1960 SC 100** held that admission is best piece of evidence that opposite party can rely upon if the same is not denied by the person who is made the same.

And Hon'ble Apex Court in the matter of **Gopal Krishnaj Ketkar vs. Mohamed Haji Latif and others, AIR 1968 SC 1413** has held that, if a party in possession of best evidence, which would throw a light on the issue in controversy withheld the same, Court ought to draw an adverse inference against the party notwithstanding that onus of proof does not lie on him. The party who is in possession of best evidence cannot rely on abstract doctrine of onus of proof or on the fact that he was not called upon to produce it.

Hon'ble the Apex Court in the case of **Pradeep v. Manganese Ore (India) Limited & ors. 2022 (3) SCC 683** has held that as per section 106 of Indian Evidence Act, the burden lies on a party to prove and establish the plea taken by it.

Thus in view of above said facts, from the material on record/evidence filed by parties, the workman has proved that he has worked 240 days continuously in last 12 calendar months in the preceding year, and respondent has failed to prove that he did not work 240 days continuously in last 12 calendar months, by filing any cogent evidence i.e. attendance/wages register or by way of pleadings.

So workman/Shri Baliram Prasad Kesri, has prove that he has continuously work 240 days in last 12 months preceding calendar year, prior to termination/retrenchment of his services by way of pleading/documents evidence, however respondent fails to do so.

Point No. (5)

If the workman/Shri Baliram Prasad Kesri, has completed 240 days continuously in the last 12 calendar month prior the date of his termination/retrenchment, on 01.07.2020, without the following provision with section 25F of the Act, his services was retrenched then for what relief he is entitled?

In order to consider the point in issue it is relevant to have a glance to judgments given on the point in issue:-

The Hon'ble Madhya Pradesh High Court in the case of **Branch Manager, Central Bank of India Tilak Chowk Vidisha Versus Pradeep Kumar Sen reported in 2024 (181) FLR 809** held as under:-

"22. The Supreme Court in the case of Bharat Sanchar Nigam Limited Vs. Bhurumal, reported in (2014) 7 SCC 177 has held as under:-

> *"33. It is clear from the reading of the aforesaid judgments that the ordinary principle of grant of reinstatement with full back wages, when the termination is found to be illegal is not applied mechanically in all cases. While that may be a position where services of a regular/permanent workman are terminated illegally and/or mala fide and/or by way of victimisation, unfair labour practice, etc. However, when it comes to the case of termination of a daily-wage worker and where the termination is found illegal because of a procedural defect, namely, in violation of Section 25-F of the Industrial Disputes Act, this Court is consistent in taking the view that in such cases reinstatement with back wages is not automatic and instead the workman should be given monetary compensation which will meet the ends of justice. Rationale for shifting in this direction is obvious."*

23. The Supreme Court in the case of Jayant Vasantrao Hiwarkar Vs. Anoop Ganpatrao Bobde and others reported in (2017)11 SCC 244 has upheld the grant of compensation in lieu of reinstatement as the respondent had merely worked for a period of one year.

24. The Supreme Court in the case of Hari Nandan Prasad and another Vs. Employer I/R to Management of Food Corporation of India and another, reported in (2014) 7 SCC 190 has held as under-

> *"19. The following passages from the said judgment would reflect the earlier decisions of this Court on the question of reinstatement: (BSNL case, SCC pp. 187-88, paras 29-30)*
>
> *"29. The learned counsel for the appellant referred to two judgments wherein this Court granted compensation instead of reinstatement. In BSNL v. Man Singh, this Court has held that when the termination is set aside because of violation of Section 25-F of the Industrial Disputes Act, it is not necessary that relief of reinstatement be also given as a matter of right. In Incharge Officer v. Shankar Shetty, it was held that those cases where the workman had worked on daily-wage basis, and worked merely for a period of 240 days or 2 to 3 years and where the termination had taken place many years ago, the recent trend was to grant compensation in lieu of reinstatement.*
>
> *30. In this judgment of Shankar Shetty, this trend was reiterated by referring to various judgments, as is clear from the following discussion: (SCC pp. 127-28, paras 2-4)*
>
> *'2. Should an order of reinstatement automatically follow in a case where the engagement of a daily-wager has been brought to an end in violation of Section 25-F of the Industrial Disputes Act, 1947 (for short "the ID Act")? The course of the decisions of this Court in recent years has been uniform on the above question.*
>
> *3. In Jagbir Singh v. Haryana State Agriculture Mktg. Board, delivering the judgment of this Court, one of us (R.M. Lodha, J.) noticed some of the recent decisions of this Court, namely, U.P. State Brassware Corpn. Ltd. v. Uday Narain Pandey, Uttaranchal Forest Development Corpn. v. M.C. Joshi, State of M.P. v. Lalit Kumar Verma, M.P. Admn. v. Tribhuban, Sita Ram v. Moti Lal Nehru Farmers Training Institute, Jaipur Development Authority v. Ramsahai, GDA v. Ashok Kumar and Mahboob Deepak v. Nagar Panchayat, Gajraula and stated as follows: (Jagbir Singh case, SCC pp.330 & 335, paras 7 & 14)*
>
> *"7. It is true that the earlier view of this Court articulated in many decisions reflected the legal position that if the termination of an employee was found to be illegal, the relief of reinstatement with full back wages would ordinarily follow. However, in recent past, there has been a shift in the legal position and in a long line of cases, this Court has consistently taken the view that relief by way of reinstatement with back wages is not automatic and may be wholly inappropriate in a given fact situation even though the termination of an employee is in contravention of the prescribed procedure. Compensation instead of reinstatement has been held to meet the ends of justice.*
>
> *14. It would be, thus, seen that by a catena of decisions in recent time, this Court has clearly laid down that an order of retrenchment passed in violation of Section 25-F although may be set aside but an award of reinstatement should not, however, be automatically passed. The award of*

reinstatement with full back wages in a case where the workman has completed 240 days of work in a year preceding the date of termination, particularly, daily-wagers has not been found to be proper by this Court and instead compensation has been awarded. This Court has distinguished between a daily-wager who does not hold a post and a permanent employee."

4. Jagbir Singh has been applied very recently in Telegraph Deptt. v. Santosh Kumar Seal, wherein this Court stated: (SCC p. 777, para 11)

11. In view of the aforesaid legal position and the fact that the workmen were engaged as daily-wagers about 25 years back and they worked hardly for 2 or 3 years, relief of reinstatement and back wages to them cannot be said to be justified and instead monetary compensation would subserve the ends of justice"

21. We make it clear that reference to Umadevi, in the aforesaid discussion is in a situation where the dispute referred pertained to termination alone. Going by the principles carved out above, had it been a case where the issue is limited only to the validity of termination, Appellant

1 would not be entitled to reinstatement……."

25. The Supreme Court in the case of O.P.Bhandari Vs. Indian Tourism Development Corporation Limited and others reported in (1986) 4 SCC 337 has held as under :-

"6. Time is now ripe to turn to the next question as to whether it is obligatory to direct reinstatement when the concerned regulation is found to be void. In the sphere of employer-employee relations in public sector undertakings, to which Article 12 of the Constitution of India is attracted, it cannot be posited that reinstatement must invariably follow as a consequence of holding that an order of termination of service of an employee is void. No doubt in regard to "blue collar" workmen and "white collar employees other than those belonging to the managerial or similar high level cadre, reinstatement would be a rule, and compensation in lieu thereof a rare exception. Insofar as the high level managerial cadre is concerned, the matter deserves to be viewed from an altogether different perspective a larger perspective which must take into account the demands of National Interest and the resultant compulsion to ensure the success of the public sector in its competitive co-existence with the private sector. The public sector can never fulfil its life aim or successfully vie with the private sector if it is not managed by capable and efficient personnel with unimpeachable integrity and the requisite vision, who enjoy the fullest confidence of the "policy-makers" of such undertakings. Then and then only can the public sector undertaking achieve the goals of (1) maximum production for the benefit of the community, (2) social justice for workers, consumers and the people, and (3) reasonable return on the public funds invested in the undertaking.

7. It is in public interest that such undertakings or their Boards of Directors are not compelled and obliged to entrust their managements to personnel in whom, on reasonable grounds, they have no trust or faith and with whom they are in a bona fide manner unable to function harmoniously as a team working arm-in-arm with success in the aforesaid three-dimensional sense as their common goal. These factors have to be taken into account by the court at the time of passing the consequential order, for the court has full discretion in the matter of granting relief, and the court can sculpture the relief to suit the needs of the matter at hand. The court, if satisfied that ends of justice so demand, can certainly direct that the employer shall have the option not to reinstate provided the employer pays reasonable compensation as indicated by the court."(See also **Range Forest Officer Vs. Virjibhai Ranchhodbhai & another reported in 2024 (182) FLR 179).**

Further the Hon'ble Apex Court in the case of ***Jaggo vs. Union of India & Ors, SC 1403 2024***, held as under:-

20. It is well established that the decision in Uma Devi (supra) does not intend to penalize employees who have rendered long years of service fulfilling ongoing and necessary functions of the State or its instrumentalities. The said judgment sought to prevent backdoor entries and illegal appointments that circumvent constitutional requirements. However, where appointments were not illegal but possibly "irregular," and where employees had served continuously against the backdrop of sanctioned functions for a considerable period, the need for a fair and humane resolution becomes paramount. Prolonged, continuous, and unblemished service performing tasks inherently required on a regular basis can, over the time, transform what was initially ad-hoc or temporary into a scenario demanding fair regularization. In a recent judgement of this Court in Vinod Kumar and Ors. Etc. v. Union of India and Ors. MANU/SC/0338/2024 [2024] 1 S.C.R. 1230, it was held that held that procedural formalities cannot be used to deny regularization of service to an employee whose appointment was termed "temporary" but has performed the same duties as performed by the regular employee over a considerable period in the capacity of the regular employee. The relevant paras of this judgement have been reproduced below:

6. The application of the judgment in Uma Devi (supra) by the High Court does not fit squarely with the facts at hand, given the specific circumstances under which the Appellants were employed and have continued their service. The reliance on procedural formalities at the outset cannot be used to perpetually deny substantive rights that have accrued over a considerable period through continuous service. Their promotion was based on a specific notification for vacancies and a subsequent circular, followed by a selection process involving written tests and interviews, which distinguishes their case from the appointments through back door entry as discussed in the case of Uma Devi (supra).

7. The judgement in the case Uma Devi (supra) also distinguished between "irregular" and "illegal" appointments underscoring the importance of considering certain appointments even if were not made strictly in accordance with the prescribed Rules and Procedure, cannot be said to have been made illegally if they had followed the procedures of regular appointments such as conduct of written examinations or interviews as in the present case...

21. The High Court placed undue emphasis on the initial label of the Appellants' engagements and the outsourcing decision taken after their dismissal. Courts must look beyond the surface labels and consider the realities of employment: continuous, long- term service, indispensable duties, and absence of any mala fide or illegalities in their appointments. In that light, refusing regularization simply because their original terms did not explicitly state so, or because an outsourcing policy was belatedly introduced, would be contrary to principles of fairness and equity.

22. The pervasive misuse of temporary employment contracts, as exemplified in this case, reflects a broader systemic issue that adversely affects workers' rights and job security. In the private sector, the rise of the gig economy has led to an increase in precarious employment arrangements, often characterized by lack of benefits, job security, and fair treatment. Such practices have been criticized for exploiting workers and undermining labour standards. Government institutions, entrusted with upholding the principles of fairness and justice, bear an even greater responsibility to avoid such exploitative employment practices. When public sector entities engage in misuse of temporary contracts, it not only mirrors the detrimental trends observed in the gig economy but also sets a concerning precedent that can erode public trust in governmental operations.

23. The International Labour Organization (ILO), of which India is a founding member, has consistently advocated for employment stability and the fair treatment of workers. The ILO's Multinational Enterprises Declaration encourages companies to provide stable employment and to observe obligations concerning employment stability and social security. It emphasizes that enterprises should assume a leading role in promoting employment security, particularly in contexts where job discontinuation could exacerbate long-term unemployment.

24. The landmark judgement of the United State in the case of Vizcaino v. Microsoft Corporation serves as a pertinent example from the private sector, illustrating the consequences of misclassifying employees to circumvent providing benefits. In this case, Microsoft classified certain workers as independent contractors, thereby denying them employee benefits. The U.S. Court of Appeals for the Ninth Circuit determined that these workers were, in fact, common-law employees and were entitled to the same benefits as regular employees. The Court noted that large Corporations have increasingly adopted the practice of hiring temporary employees or independent contractors as a means of avoiding payment of employee benefits, thereby increasing their profits. This judgment underscores the principle that the nature of the work performed, rather than the label assigned to the worker, should determine employment status and the corresponding rights and benefits. It highlights the judiciary's role in rectifying such misclassifications and ensuring that workers receive fair treatment.

25. It is a disconcerting reality that temporary employees, particularly in government institutions, often face multifaceted forms of exploitation. While the foundational purpose of temporary contracts may have been to address short-term or seasonal needs, they have increasingly become a mechanism to evade long-term obligations owed to employees. These practices manifest in several ways:

- *Misuse of "Temporary" Labels: Employees engaged for work that is essential, recurring, and integral to the functioning of an institution are often labeled as "temporary" or "contractual," even when their roles mirror those of regular employees. Such misclassification deprives workers of the dignity, security, and benefits that regular employees are entitled to, despite performing identical tasks.*
- *Arbitrary Termination: Temporary employees are frequently dismissed without cause or notice, as seen in the present case. This practice undermines the principles of natural justice and subjects workers to a state of constant insecurity, regardless of the quality or duration of their service.*

- *Lack of Career Progression: Temporary employees often find themselves excluded from opportunities for skill development, promotions, or incremental pay raises. They remain stagnant in their roles, creating a systemic disparity between them and their regular counterparts, despite their contributions being equally significant.*
- *Using Outsourcing as a Shield: Institutions increasingly resort to outsourcing roles performed by temporary employees, effectively replacing one set of exploited workers with another. This practice not only perpetuates exploitation but also demonstrates a deliberate effort to bypass the obligation to offer regular employment.*
- *Denial of Basic Rights and Benefits: Temporary employees are often denied fundamental benefits such as pension, provident fund, health insurance, and paid leave, even when their tenure spans decades. This lack of social security subjects them and their families to undue hardship, especially in cases of illness, retirement, or unforeseen circumstances.*

26. While the judgment in Uma Devi (supra) sought to curtail the practice of backdoor entries and ensure appointments adhered to constitutional principles, it is regrettable that its principles are often misinterpreted or misapplied to deny legitimate claims of long-serving employees. This judgment aimed to distinguish between "illegal" and "irregular" appointments. It categorically held that employees in irregular appointments, who were engaged in duly sanctioned posts and had served continuously for more than ten years, should be considered for regularization as a one-time measure. However, the laudable intent of the judgment is being subverted when institutions rely on its dicta to indiscriminately reject the claims of employees, even in cases where their appointments are not illegal, but merely lack adherence to procedural formalities. Government departments often cite the judgment in Uma Devi (supra) to argue that no vested right to regularization exists for temporary employees, overlooking the judgment's explicit acknowledgment of cases where regularization is appropriate. This selective application distorts the judgment's spirit and purpose, effectively weaponizing it against employees who have rendered indispensable services over decades.

27. In light of these considerations, in our opinion, it is imperative for government departments to lead by example in providing fair and stable employment. Engaging workers on a temporary basis for extended periods, especially when their roles are integral to the organization's functioning, not only contravenes international labour standards but also exposes the organization to legal challenges and undermines employee morale. By ensuring fair employment practices, government institutions can reduce the burden of unnecessary litigation, promote job security, and uphold the principles of justice and fairness that they are meant to embody. This approach aligns with international standards and sets a positive precedent for the private sector to follow, thereby contributing to the overall betterment of labour practices in the country.

28. In view of the above discussion and findings, the appeals are allowed. The impugned orders passed by the High Court and the Tribunal are set aside and the original application is allowed to the following extent:

i. The termination orders dated 27.10.2018 are quashed;

ii. *The Appellants shall be taken back on duty forthwith and their services regularised forthwith. However, the Appellants shall not be entitled to any pecuniary benefits/back wages for the period they have not worked for but would be entitled to continuity of services for the said period and the same would be counted for their post-retiral benefits.*

Taking into consideration the judgment passed in the case of ***Jaggo vs. Union of India & Ors, SC 1403 2024 Supra,*** again the Hon'ble Supreme Court by way of judgment dated 31 January, 2025, passed in ***Civil Appeal No.8157 of 2024, Shripal & ANR vs. Nagar Nigam, Gaziabad, reported in 2025 INSC 144***, held as under:-

16. The High Court did acknowledge the Employer's inability to justify these abrupt terminations. Consequently, it ordered re-engagement on daily wages with some measure of parity in minimum pay. Regrettably, this only perpetuated precariousness: the Appellant Workmen were left in a marginally improved yet still uncertain status. While the High Court recognized the importance of their work and hinted at eventual regularization, it failed to afford them continuity of service or meaningful back wages commensurate with the degree of statutory violation evident on record.

17. In light of these considerations, the Employer's discontinuation of the Appellant Workmen stands in violation of the most basic labour law principles. Once it is established that their services were terminated without adhering to Sections 6E and 6N of the U.P. Industrial Disputes Act, 1947, and that they were engaged in essential, perennial duties, these workers cannot be relegated to perpetual uncertainty. While concerns of municipal budget and compliance with recruitment rules merit consideration, such concerns do not absolve the Employer of statutory obligations or negate equitable entitlements. Indeed, bureaucratic limitations cannot trump the legitimate rights of workmen who have served continuously in de facto regular roles for an extended period.

18. The impugned order of the High Court, to the extent they confine the Appellant Workmen to future daily-wage engagement without continuity or meaningful back wages, is hereby set aside with the following directions:

I. The discontinuation of the Appellant Workmen's services, effected without compliance with Section 6E and Section 6N of the U.P. Industrial Disputes Act, 1947, is declared illegal. All orders or communications terminating their services are quashed. In consequence, the Appellant Workmen shall be treated as continuing in service from the date of their termination, for all purposes, including seniority and continuity in service.

II. The Respondent Employer shall reinstate the Appellant Workmen in their respective posts (or posts akin to the duties they previously performed) within four weeks from the date of this judgment. Their entire period of absence (from the date of termination until actual reinstatement) shall be counted for continuity of service and all consequential benefits, such as seniority and eligibility for promotions, if any.

III. Considering the length of service, the Appellant Workmen shall be entitled to 50% of the back wages from the date of their discontinuation until their actual reinstatement. The Respondent Employer shall clear the aforesaid dues within three months from the date of their reinstatement.

IV. The Respondent Employer is directed to initiate a fair and transparent process for regularizing the Appellant Workmen within six months from the date of reinstatement, duly considering the fact that they have performed perennial municipal duties akin to permanent posts. In assessing regularization, the Employer shall not impose educational or procedural criteria retroactively if such requirements were never applied to the Appellant Workmen or to similarly situated regular employees in the past. To the extent that sanctioned vacancies for such duties exist or are required, the Respondent Employer shall expedite all necessary administrative processes to ensure these longtime employees are not indefinitely retained on daily wages contrary to statutory and equitable norms.

As such as per legal position of law as stated above following points to be considered while deciding the points in issue:-

a) Importing the incidents of completion of 240 days' work. The legal consequences that flow from work for that duration under the Industrial Disputes Act, 1947 are entirely different from what, by way of implication, is attributed to the present situation by way of analogy. The completion of 240 days' work does not, under that law import the right to regularization. It merely imposes certain obligations on the employer at the time of termination of the service. It is not appropriate to import and apply that analogy, in an extended or enlarged form here.

b) If a claimant/workman worked for long tenure/period as a casual employer and his services were terminated/retrenched without following the provisions of Section 25F of the ID Act, and the same is unfair labour practice on the part of the employer of the respondent, then workman is entitled for the relief of reinstatement or not?

Further it may also be kept into consideration while considering the point in question that **Exploitation of casual labour,** at times, such casual nature of engagement takes the form of exploitation. There is no assured minimum wages. They are also easy prey to a hire and fire policy of the employer. There is also no guarantee for their re-engagement. Engagement of casual labour has been a grey area where nepotism and malpractices breed. It is a judicially recognized fact that on fresh contingencies, new faces are preferred.

In Daily Rated Casual Labour Employed Under P&T Department v Union of India, AIR 1987 SC 2342, noticing the magnitude of exploitation of casual labourers, the Supreme Court observed:

"We are of the view that such denial amounts to exploitation of labour. The government cannot take advantage of its dominant position, and compel any worker to work even as a casual labourer on starvation wages. It may be that the casual labourer has agreed to work on such low wages. That he has done so because he has no other choice. It is poverty that has driven him to that state. Government snould be a model employer. We are of the view that on the facts and in the circumstances of this case classification of employees into regularly recruited employees and casual employees for the purpose of paying less than the minimum pay payable to the employees in the corresponding regular cadres particularly in the lowest rungs of the department where the pay scales are the lowest is not tenable."

Question of utilizing the services of casual labour for years together without their regularization was considered by the Supreme Court in ***Gujarat Agricultural University v Rathod Labhu Bechar, 2001 AIR SCW 351,*** where the Court held that where such employees have been in continuous service of 10 years with not less than 240 days a year they are entitled to be regularized. On the plea of lack of fund and huge workforce to be regularized the Court said that they are to be balanced. On the point of opposition that many of the casual employees may not have the requisite qualification, the Court said that the impediment of lack of requisite qualification should be overcome by taking into consideration of long experience.

The Hon'ble Supreme Court in the case of ***Oil and Natural Gas Corporation v. Krishan Gopal and others, 2020 (164) FLR 998 (SC),*** held as under, relevant portion quoted as under:-

5. Keeping the workmen on daily rated basis for unduly long by paying them lower wages and not getting the posts sanctioned at the same time, would amount to adopting unfair labour practice

5.1 Section 25-T of the Industrial Disputes Act, 1947 contains prohibition against the employers resorting to unfair labour practice. It says that, "no employer or workman or trade union, whether registered under the Trade Unions Act, 1926 or not, shall commit any unfair labour practice." The expression unfair labour practice is defined in 2(ra) of the Industrial Disputes Act to mean any of the practices specified in the Fifth Schedule. When the Fifth Schedule of the Industrial Disputes Act is seen, it enlists one of the unfair labour practices in item No. 10 to be thus, "To employ workmen as 'badlis', casuals or temporaries and to continue them as such for years, with the object of depriving them of the status and privileges of permanent workmen"

5.2 When the employer avoids to fill up the permanent posts even when posts are available and continues to employ workers on temporary or daily wage basis taking the same work from them, which is done by the regular workers and pays meager wages, it is a case of unfair labour practice. It is an exploitative conduct where the employer keeps his employees poorly paid unbearably long. Unfair labour practice is exploitation of workmen This situation entitles the workman to be absorbed as permanent employee casting obligation in law on the employer. In view of facts and the factual findings recorded in para 5.1 hereinabove, such situation is obtained in the present case.

5.3 In ***Hari Nandan Prasad and another v. Employer I/R to Management of Food Corporation of India and another, 2014 (141) FLR 74 (SC),*** *the Supreme Court emphasized the fine balancing of the rights of the employer employee in the matter of regularization of the employees and granting temporary employees the benefit of permanency. Referring to some of its own the decisions, the Supreme Court observed that it was dependent on the facts of each case as to whether the order of regularization is necessitated to advance justice to the daily rated workman or such benefit is to be denied where giving of such direction would infringe upon the employer's rights.*

5.3.1 The decisions in ***Maharashtra SRTC v. Casteribe Rajya P. Karmchari Sanghatana, 2009 (123) FLR 136 (SC),*** *and* ***U.P. Power Corporation Ltd. v. Bijli Mazdoor Sangh and others, 2007 (113) FLR 821 (SC),*** *were considered by the Court in Hari Nandan Prasad (supra). Upon harmonised reading of these two decisions, it was stated that even where the posts are available, in absence of any unfair labour practice, the Labour Court cannot give direction for regularisation only on the ground of long service rendered by daily rated workman.*

5.3.2 In Hari Nandan Prasad (supra), the Supreme Court, however, clarified that wherever the Labour Court or Tribunal have statutory power to grant relief to the workman it would include power to grant the relief of accruing status of permanency to the contractual employee or daily rated employee. It was in terms stated that where the employer is found to have indulged into any unfair labour practice, as defined in Industrial Disputes Act, the relief of regularisation could be extended.

5.3.3 The Supreme Court in Hari Nandan Prasad (supra) observed that in such set of facts, if regulariastion is not granted, it would even offend and violate the equality clause under Article 14 of the Constitution

> *"However, whenever it is found that similarly situated workmen are regularised by the employer itself under some scheme or otherwise and the workmen in question who have approached the Industrial/Labour Court are on a par with them, direction of regularisation in such cases may be legally justified, otherwise, non-regularisation of the left-over workers itself would amount to invidious discrimination qua them in such cases and would be violative of Article 14 of the Constitution. Thus, the Industrial adjudicator would be achieved the equality by upholding Article 14 of the Constitution, rather than violating this constitutional provision." (para 39)*

5.4 The Supreme Court pertinently observed ***in Regional Manager, State Bank of India v. Raja Ram, (2004) 8 SCC 164,*** *as under:-*

> *"In other words, before an action can be termed as an unfair labour practice it would be necessary for the Labour Court to come to a conclusion that the badlis, casuals and temporary workmen had been continued for years as badlis, casuals or temporary workmen, with the object of depriving them of the status and privileges of permanent workmen. To this has been added the judicial gloss that artificial breaks in the service of such workmen would not allow the employer to avoid a charge of unfair labour practice. However, it is the continuity of service of workmen over a period of years which is frowned upon. (para 9)*

5.4.1 The Apex Court proceeded to state,-

> *"Besides, it needs to be emphasised that for the practice to amount to unfair labour practice it must be found that the workman had been retained on a casual or temporary basis with the object of depriving the workman of the status and privileges of a permanent workman. There is no such finding in this case. Therefore, Item 10 in List I of the Fifth Schedule to the Act cannot be said to apply at all to the respondent's case and the Labour Court erred in coming to the conclusion that the respondent was, in the circumstances, likely to acquire the status of a permanent employee." (para 9)*

5.4.2 The decision in ***Raja Ram (supra), was followed in Regional Manager, State Bank of India v. Rakesh Kumar Tewari, 2006 (108) FLR 733 (SC).***

5.5 In Oil and Natural Gas Corporation (supra), the Supreme Court extensively referred to the law on the issue and after elaborately discussing the law, the following propositions were laid down,

> *"(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."* ***(See in Manilal Manglaji Zariya & Others vs. State of Gujrat & Others, 2024 (183) FLR 722, passed by Hon'ble Gujrat High Court).***

Accordingly it can be held that if a worker continuously working for long period that is more than decade or more as casual employer and his services were retrenched without following the provisions of Section 25F of the Act, then non issuance of appointment letter is not the only and conclusive proof of the fact that there does existed employer-employee relationship between the parties.

And the tribunal should have put itself in adequate considerations as to all the incidental facts and circumstances which have given rise to a causal connection as to their inter-se terms and relation. Continuous disbursement of salary to worker for a prolonged period, thereby acknowledging his service with the Bank/employer, without however granting the employee other benefits of service, by itself assumes the taint of unfair labour practice held out by employer.*(**see in Devinder Singh vs. Muncipal Counsil, Sanaur, (2011) 6 SCC 584***)

The Hon'ble Bombay High Court in the case of ***Shri Madhu Lahanu Bhoye vs. General Manager, F.D.C.M.L.Ltd, 2024 (182) FLR 780***, held as under:-

> *35. At the same time, it also hardly needs to be emphasised that the powers of the industrial adjudicator under the Industrial Disputes Act are equally wide. The Act deals with industrial disputes, provides for conciliation, adjudication and settlements, and regulates the rights of the parties and the enforcement of the awards and settlements. Thus, by empowering the adjudicator authorities under the Act to give reliefs such as reinstatement of wrongfully dismissed or discharged workmen, which may not be permissible in common law or justified under the terms of the contract between the employer and such workmen, the Legislature has attempted to frustrate the unfair labour practices and secure the policy of collective bargaining as a road to industrial peace.*
>
> *39. On a harmonious reading of the two judgments discussed in detail above, we are of the opinion that when there are posts available, in the absence of any unfair labour practice the Labour Court would not give direction for regularisation only because a worker has continued as daily-wage worker/ad hoc/temporary worker for number of years. Further, if there are no posts available, such a direction for regularisation*

would be impermissible. In the aforesaid circumstances giving of direction to regularise such a person, only on the basis of number of years put in by such a worker as daily-wager, etc. may amount to back door entry into the service which is an anathema to Article 14 of the Constitution. Further, such a direction would not be given when the worker concerned does not meet the eligibility requirement of the post in question as per the recruitment rules. However, wherever it is found that similarly situated workmen are regularised by the employer itself under some scheme or otherwise and the workmen in question who have approached the Industrial/Labour Court are on a par with them, direction of regularisation in such cases may be legally justified, otherwise, non- regularisation of the left-over workers itself would amount to invidious discrimination qua them in such cases and would be violative of Article 14 of the Constitution. Thus, the industrial adjudicator would be achieving the equality by upholding Article 14, rather than violating this constitutional provision.

40. The aforesaid examples are only illustrative. It would depend on the facts of each case as to whether the order of regularisation is necessitated to advance justice or it has to be denied if giving of such a direction infringes upon the employer's rights."

11. Thus, in Hari Nandan Prasad, the Apex Court ruled that if posts are not available, issuance of directions for regularisation would be impermeable and that such directions cannot be issued only on the basis of number of years put in by a daily wager. However the Apex Court did carve out some exceptions i. e. where similarly situated workmen are regularised in terms of a scheme. It thus held that by ordering regularization of similarly placed employee the industrial adjudicator would be achieving the equality by upholding Article 14, rather than violating this constitutional provision. Thus once an employer formulates a scheme for regularization and regularizes similarly placed employees in accordance with that Scheme, it is permissible for an industrial adjudicator to direct regularization of casual/daily wage worker who fulfills the criteria prescribed in the Scheme. However since the right to claim regularization, in such case, flows purely out of the Scheme, it is mandatory that the concerned worker fulfills all the criteria prescribed under the Scheme to the hilt. ***(See in P.Junjappa vs. the principal Chief Conservation of forests & Others, 2025 (186) FLR 472, passed by Hon'ble Karnatka High Court*** *and See also in* ***Hari Nandan Prasad and another v. Employer I/R to Management of Food Corporation of India and another, 2014 (141) FLR 74 (SC), passed by the Hon'ble Supreme Court.***

Reverting to the fact of the present case, as stated here in above it is not in dispute that workman was initially engaged as casual employee/Safai Karamchari/class 4th post, in the year 1994, and his services was retrenched/terminated on 01.07.2020, without following the provision of Section 25F of the Industrial Dispute Act, 1947, that he has worked in the Bank, nearly 26 years continuously as casual employee on class 4th post.

And as per finding given here in above Shri Baliram Prasad Kesri/claimant, falls within the definition of workman as given u/s 2(s) of the Industrial Dispute Act, 1947, moreover on the basis of materials etc on record while deciding the point no.2, this Tribunal after taking into consideration the Section 2(oo), 2(s) and Section 25F of the Industrial Dispute Act, 1947, workman has established that he had worked for 240 days continuously in the last 12 calendar months as casual/daily worker, prior to date of retrenchment of his services.

Further claimant/workman, worked and discharged his duties from the date of initial appointment in the year 1994, as casual employer on class 4th post in the branch Budh Vihar Commercial Scheme, Taramandal, Gorakhpur, of Baroda UP Bank, till 01.07.2020, when his services has been retrenched, which is nearly 26 years, itself goes to show and prove that on the post, work which was discharged by workman/Shri Baliram Prasad Kesri, is continuous/penial in nature in the Bank, as such he is entitled for reinstatement on the post in question from which his services were retrenched without following the provisions of Section 25F of the Industrial Dispute Act, 1947.

Now the point to be consider that ***"whether workman/Shri Baliram Prasad Kesri, is entitled for back wages or not?"***

In this regard in the case of ***P.G.I. of Medical Education and Research, Chandigarh v Raj Kumar, 2001 SCC (L&S) 365***, the Supreme Court held that while awarding back wages it is necessary to look into the facts and circumstances of each case in hand. The Supreme Court observed:

"Payment of back wages having a discretionary element involved in it, it has to be dealt with, in the facts and circumstances of each case and no strait-jacket formula can be evolved, though, however, there is a statutory sanction to direct payment of back wages in its entirety."

The above decision was reiterated in ***U.P.S.R.T.C. v Sarada Prasad Misra, 18 2006 SCC (L&S) 857,*** There the Supreme Court said that ordering reinstatement and granting back wages are two different issues and one is independent form the other. The Court also said that the onus lies with the employee to show that he was not gainfully employed during the period he was out of employment on account of wrongful dismissal. See in (***Allahabad Jal Sansthan v Daya Shankar Rai JT 2005(5) SC 113)***. The Court cautioned that there is no "cast-iron rule" that setting aside an order of wrongful dismissal necessarily involves payment of back wages. In that case, the Court said:

In several cases, this Court has held that payment of back wages is a discretionary power which has to be exercised keeping in view the facts and circumstances of each case and neither strait-jacket formula can be evolved, nor a rule of universal application can be adopted (vide P.G.I. of Medical Education & Research v Raj Kumar (supra): Hindustan Motors Ltd. v Tapan Kumar Bhattacharya (2002)6 SCC 41). In Kendriya Vidyalaya Sangathan v S.C. Sharma, (2005)2 SCC 363, this Court held that when question of determination of entitlement of back wages comes up for consideration, prima facie, it is for the employee to prove that he had not been gainfully employed. Initial burden is on the employee to show that he remained without any employment. In several cases, similar view has been taken by this Court in recent years. In M.P.S.E.B. v Jarina Bee, (2003)6 SCC 141, this Court held that reinstatement of service and payment of back wages are two different things and payment of back wages is not a natural consequence of setting aside an order of dismissal."

Thus granting back wages is a consequential order and need to take into account the 'facts and circumstances'. Where these are favourable, the Court at its discretion may allow back wages either in full or in part. In cases where they are peculiar and strained, the back wages may be denied. **(*see also in AP SRTC v S. Narsagoud, 2003)2 SCC 212*)**

The Hon'ble Jharkhand High Court in the case of ***Manager, M/s Amit Steel Industries (P) Ltd. vs. State of Jharkhan & another, 2026 (188) FLR 1018***, relevant portion quoted herein below:-

*22. The question of back wages has been dealt with by Hon'ble Apex Court in the case of **Deepali Gundu Surwase v. Kranti Junior Adhyapak Mahavidyalaya (D.ED) and others, (2013) 10 SCC 324**, wherein it has been held that the onus lies upon the employer who wants to deny back wages to the employee or contest his entitlement to get consequential benefits to specifically plead and prove that during the intervening period the employee was gainfully employed and was getting the emoluments. Denial of back wages to an employee, who has suffered due to an illegal act of the employer would amount to indirectly punishing the concerned employee and rewarding the employer by relieving him of the obligation to pay back wages including the emoluments, for ready reference, para 22 of the aforesaid judgment is being quoted hereunder:*

> *"22. The very idea of restoring an employee to the position which he held before dismissal or removal or termination of service implies that the employee will be put in the same position in which he would have been but for the illegal action taken by the employer. The injury suffered by a person, who is dismissed or removed or is otherwise terminated from service cannot easily be measured in terms of money. With the passing of an order which has the effect of severing the employer-employee relationship, the latter's source of income gets dried up. Not only the employee concerned, but his entire family suffers grave adversities. They are deprived of the source of sustenance. The children are deprived of nutritious food and all opportunities of education and advancement in life. At times, the family has to borrow from the relatives and other acquaintance to avoid starvation. These sufferings continue till the competent adjudicatory forum decides on the legality of the action taken by the employer. The reinstatement of such an employee, which is preceded by a finding of the competent judicial/quasi-judicial body or court that the action taken by the employer is ultra vires the relevant statutory provisions or the principles of natural justice, entitles the employee to claim full back wages. If the employer wants to deny back wages to the employee or contest his entitlement to get consequential benefits, then it is for him/her to specifically plead and prove that during the intervening period the employee was gainfully employed and was getting the same emoluments. The denial of back wages to an employee, who has suffered due to an illegal act of the employer would amount to indirectly punishing the employee concerned and rewarding the employer by relieving him of the obligation to pay back wages including the emoluments."*

23. Further, in the aforesaid judgment, Deepali Gundu Surwase v. Kranti Junior Adhyapak Mahavidyalaya (D.ED) and others (supra), the following propositions have been laid down at paragraph 38 which is being quoted herein:

> *"38.1 In cases of wrongful termination of service, reinstatement with continuity of service and back wages is the normal rule.*
>
> *38.2 The aforesaid rule is subject to the rider that while deciding the issue of back wages, the adjudicating authority or the court may take into consideration the length of service of the employee/workman, the nature of misconduct, if any, found proved against the employee/ workman, the financial condition of the employer and similar other factors.*
>
> *38.3 Ordinarily, an employee or workman whose services are terminated and who is desirous of getting back wages is required to either plead or at least make a statement before the adjudicating authority or the court of first instance that he/she was not gainfully employed or was employed on lesser wages. If the employer wants to avoid payment of full back wages, then it has to plead and also lead cogent evidence to prove that the employee/workman was gainfully employed and was getting wages equal to the wages he/she was drawing prior to the termination of service. This is so*

because it is settled law that the burden of proof of the existence of a particular fact lies on the person who makes a positive averment about its existence. It is always easier to prove a positive fact than to prove a negative fact. Therefore, once the employee shows that he was not employed, the onus lies on the employer to specifically plead and prove that the employee was gainfully employed and was getting the same or substantially similar emoluments.

38.4 The cases in which the Labour Court/Industrial Tribunal exercises power under Section 11-A of the Industrial Disputes Act, 1947 and finds that even though the enquiry held against the employee/workman is consistent with the rules of natural justice and/or certified standing orders, if any, but holds that the punishment was disproportionate to the misconduct found proved, then it will have the discretion not to award full back wages. However, if the Labour Court/Industrial Tribunal finds that the employee or workman is not at all guilty of any misconduct or that the employer had foisted a false charge, then there will be ample justification for award of full back wages.

38.5 The cases in which the competent court or tribunal finds that the employer has acted in gross violation of the statutory provisions and/or the principles of natural justice or is guilty of victimising the employee or workman, then the court or tribunal concerned will be fully justified in directing payment of full back wages. In such cases, the superior courts should not exercise power under Article 226 or 136 of the Constitution and interfere with the award passed by the Labour Court, etc. merely because there is a possibility of forming a different opinion on the entitlement of the employee/workman to get full back wages or the employer's obligation to pay the same. The courts must always keep in view that in the cases of wrongful/illegal termination of service, the wrongdoer is the employer and the sufferer is the employee/workman and there is no justification to give a premium to the employer of his wrongdoings by relieving him of the burden to pay to the employee/workman his dues in the form of full back wages.

38.6 In a number of cases, the superior courts have interfered with the award of the primary adjudicatory authority on the premise that finalisation of litigation has taken long time ignoring that in majority of cases the parties are not responsible for such delays. Lack of infrastructure and manpower is the principal cause for delay in the disposal of cases. For this the litigants cannot be blamed or penalised. It would amount to grave injustice to an employee or workman if he is denied back wages simply because there is long lapse of time between the termination of his service and finality given to the order of reinstatement. The courts should bear in mind that in most of these cases, the employer is in an advantageous position vis-a-vis the employee or workman. He can avail the services of best legal brain for prolonging the agony of the sufferer i.e. the employee or workman, who can ill-afford the luxury of spending money on a lawyer with certain amount of fame. Therefore, in such cases it would be prudent to adopt the course suggested in Hindustan Tin Works (P) Ltd. v. Employees [Hindustan Tin Works (P) Ltd. v. Employees) 1978 (37) FLR 240 (SC).

38.7 The observation made in J.K. Synthetics Ltd. v. K.P. Agrawal, 2007 (112)FLR 1049 (SC), that on reinstatement the employee/ workman cannot claim continuity of service as of right is contrary to the ratio of the judgments of three-Judge Benches [Hindustan Tin Works (P) Ltd. v. Employees],1978 (37)FLR 240(SC), [Surendra Kumar Verma v. Central Govt. Industrial Tribunal-cum-Labour Court), 1980 (41)FLR 357(SC), referred to hereinabove and cannot be treated as good law. This part of the judgment is also against the very concept of reinstatement of an employee/ workman."

24. It is evident from the aforesaid judgment, more particularly para-38.3 which starts as "Ordinarily, an employee or workman whose services are terminated and who is desirous of getting back wages is required to either plead or at least make a statement before the adjudicating authority or the court of first instance that he/she was not gainfully employed or was employed on lesser wages. If the employer wants to avoid payment of full back wages, then it has to plead and also lead cogent evidence to prove that the employee/workman was gainfully employed and was getting wages equal to the wages he/she was drawing prior to the termination of service. This is so because it is settled law that the burden of proof of the existence of a particular fact lies on the person who makes a positive averment about its existence. It is always easier to prove a positive fact than to prove a negative fact. Therefore, once the employee shows that he was not employed, the onus lies on the employer to specifically plead and prove that the employee was gainfully employed and was getting the same or substantially similar emoluments".

32. Thus, it is evident from the aforesaid guideline that merely on account of the fact that the pleading to the effect of not gainfully employed cannot be a ground not to make payment of back wages, rather, the suffering/predicament of the workman is to be taken into consideration as to what extent the suffering is due to illegal retrenchment of the concerned employee, as would be evident from the guideline at paragraph 38.5 of the judgment in Deepali Gundu Surwase v. Kranti Junior Adhyapak Mahavidyalaya (D.ED) and others (supra), as quoted above.

33 This Court, in view of the aforesaid proposition of law rendered in the case of Deepali Gundu Surwase v. Kranti Junior Adhyapak Mahavidyalaya (D.ED) and others (supra), is of the view that merely because the pleading of not gainfully employed is not there, the back wages cannot be denied to be given in favour of the workman if the decision of retrenchment has been held to be unjustified by the learned Labour Court.

Taking into consideration the above said position of law as well as facts of the present case, that workman/Shri Baliram Prasad Kesri was initially engaged as casual employee in the year 1994, and he worked in the said capacity till the date of retrenchment of his services (01.07.2020), as well as the fact that neither workman has brought any material before this Hon'ble Court that after retrenchment of his services on 01.07.2020, he has not been employed anywhere, nor the bank has brought any material that during the said period he is gainfully employed, so keeping in view the said facts the interest of justice well sub-serve in the present case if the 50% back wages will be awarded to claimant, from the date of retrenchment of his services till the date of his reinstatement as a casual employee in the Bank.

AWARD

For the forgoing reasons the following award is given in present case in the following terms:-

(a) Impugned action of respondent no.2/Bank, thereby retrenching services of workman/Shri Baliram Prasad Kesri, is inviolation of Section 25F of the Industrial Dispute Act, 1947, so the same is set aside.

(b) Respondent/bank is directed to reinstate the workman/Shri Baliram Prasad Kesri, on the post in capacity on which he was working prior to 01.07.2020, i.e. casual employee, and pay him 50% back wages from the date of retrenchment of his services till the date of his reinstatement as a casual employee in the Bank.

(c) Keeping in view the direction given by the Hon'ble Apex Court in the case of ***Jaggo vs. Union of India & ORS, 2024 INSC 1034***, and ***Shripal & ANR vs. Nagar Nigam, Gaziabad, 2025 INSC 144,*** the Bank shall consider the case of regularization of the services of claimant/Shri Baliram Prasad Kesri, in accordance to law which governs the field and while doing so, shall take into consideration that work in question, on which workman was working since 1994, till the date of retrenchment of his services, is pineal in nature.

Lucknow

25th March, 2026.

Justice ANIL KUMAR, Presiding Officer

नई दिल्ली, 14 मई, 2026

का.आ. 980.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार बीसीसीएल के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में **केन्द्रीय सरकार आद्योगिक अधिकरण - सह - श्रम न्यायालय, धनबाद-II** के पंचाट (**संदर्भ संख्या** 54/2012) को प्रकाशित करती है,

[सं. एल –12012/05/2012-आईआर(सीएम-I)]

जयदीप यादव, उप निदेशक

New Delhi, the 14th May, 2026

S.O. 980.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award **(Ref. No. 54/2012*)*** of t**he Central Government Industrial Tribunal-cum-Labour Court, Dhanbad-II** as shown in the Annexure, in the industrial dispute between the Management of **BCCL.** and **their workmen.**

[No. L-20012/05/2012– IR (CM-I)]

JAIDEEP YADAV, Dy. Director

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL

NO.2, DHANBAD

In the matter of reference U/S 10 (1) (d)& (2A) of I.D.Act, 1947

Ref. Case No.-54/2012

Parties :

Employer in relation to the management of Lodna Area of

M/s. BCCL.

AND

Their Workman

Present : Shri Sachindra Kumar Pandey

Presiding Officer/Link Officer

Appearances:

For the Employers :-Shri D.K. Verma Ld. Advocate

For Workman :- None

State : Jharkhand Industry :- Coal

Dated: 13/03/2026

AWARD.

1. In the present case, a Reference was received from the appropriate Government vide letter no. L-20012/05/2012- (IR (CM-I)) dated 21/08/2012 under clause (d) of sub-section (1) and sub-section(2A) of section (10) of the I.D. Act. 1947 for adjudication of a dispute, terms of which are as under:-

SCHEDULE

"Whether the action of the management of Joyrampur Colliery under Lodna Area of BCCL, in dismissing Sri Durga Soren, Ex-M/Loader from the services of the company vide letter dated 16/17.8.1999 on the charges of misconduct for a long absenteeism is fair and justified?, To what relief is the workman concerned entitled?"

2. In the endorsement made in reference order, the appropriate Government directed the parties raising the dispute to file statement of claim, complete with relevant document, list of reliance and witness with this Tribunal within 15 days of receipt of the reference order and to forward a copy of such statement of claims to the opposite parties involved in the dispute.

3. On receipt of the above reference, notice was sent to the workmen as well as the management and accordingly statement of claim and WS was filed by the parties but the case record shows that the case record is running at the stage of filing documents by the workman as well as evidence of management on P.P. but it further transpires that the workman is absent in this case since 09/04/2015 which makes it clear that the workman is not interested in this case and the registered notice sent to the workman was also delivered to the workman but even after that the workman is absent which makes it clear that the workman has lost his interest in this case.

4. In these circumstances, this Tribunal is left with no choice, except to pass a "No Dispute /claim" Award. Let this award be sent to the appropriate Government for publication as required u/s 17 of the Industrial Dispute Act, 1947.

SACHINDRA KUMAR PANDEY, Presiding Officer/Link Officer

नई दिल्ली, 18 मई, 2026

का.आ. 981.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार बीसीसीएल के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में **केन्द्रीय सरकार औद्योगिक अधिकरण–सह–श्रम न्यायालय, धनबाद-I,** के पंचाट **(संदर्भ संख्या** 23/2019) को प्रकाशित करती है,

[सं. एल –20012/55/2019-आईआर(सीएम-I)]

जयदीप यादव, उप निदेशक

New Delhi, the 18th May, 2026

S.O. 981.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award **(Ref. No. 23/2019*)*** of t**he Central Government Industrial Tribunal-cum-Labour Court, Dhanbad-I** as shown in the Annexure, in the industrial dispute between the Management of **BCCL.** and **their workmen.**

[No. L-20012/55/2019– IR (CM-I)]

JAIDEEP YADAV, Dy. Director

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO.1,DHANBAD

In the matter of reference U/S 10 (1) (d)& (2A) of I.D.Act. 1947.

Reference Case No. 23/2019

Parties:

Employers in relation to the management of Western Jharia Area

Of M/s. BCCL, Moonidih, Dhanbad

AND

Their Workmen

Present: **Shri Sachindra Kumar Pandey**

Presiding Officer

Appearances:

For the Employers :- Sri D.K. Verma, Ld. Advocate.

For the workmen :- Sri S.S. De. Representative

State : Jharkhand. Industry:-Coal

Dated 18/03/2026

AWARD

In exercise of powers conferred under clause (d) of sub-section (1) and sub –section (2A) of Section 10 of the Industrial Disputes Act, 1947 (14 of 1947) Government Of India through the Ministry of Labour, vide its Order No.L-20012/55/2019-IR(CM-I) dated 29/08/2019 has been pleased to refer the following dispute between the employer i.e. management of Western Jharia Area of M/s. BCCL, Dhanbad and their workman through Secretary, Koyla Ispat Mazdoor Panchayat, Jharia, Dhanbad, for adjudication by this Tribunal:

SCHEDULE

"Whether the action of the management of Western Jharia Area of M/s BCCL, Moonidih, Dhanbad-828129, in denying of all dues (except gratuity) including wages for 05 days from 26th Dec. to 31st Dec. 2013 together with interest to Shri Govind Singh, Personnel No. 00611160, Ex-Machinist of Bhatdih Colliery, is justified. If not, to what relief the workman is entitled to?"

2. On Perusal of the case record it transpires that the reference was made in this case to decide whether the action of the management of Western Jharia Area of M/s BCCL, Moonidih, Dhanbad-828129, in denying of all dues (except gratuity) including wages for 05 days from 26th Dec. to 31st Dec. 2013 together with interest to Shri Govind Singh, Personnel No. 00611160, Ex-Machinist of Bhatdih Colliery, is justified. If not, to what relief the workman is entitled to. Thereafter the statement of claim was filed by the applicant/workman against the management claiming total Rs. 2,27,256/- against the management in different heads. It further transpires that subsequently the dispute was settled within the workman and the management at Rs. 1,42,077.72/- (One Lakh forty two thousand seventy seven rupees and seventy two paisa only) as full and final settlement and a settlement agreement was also prepared separately with the terms of settlement mentioned therein and on its perusal it transpires that it also bears the signature of both the parties and therefore this dispute is settled accordingly in terms of settlement which shall also form part of this order.

3. In view of the above facts and circumstances this reference case is hereby disposed of in terms of settlement arrived at between both the parties.

Let the copies of Award in duplicate be sent to the Ministry of Labour & Employment, Government of India, New Delhi for information and notification.

SACHINDRA KUMAR PANDEY, Presiding Officer/Link Officer

नई दिल्ली, 18 मई, 2026

का.आ. 982.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार बीसीसीएल के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में **केन्द्रीय सरकार औद्योगिक अधिकरण-सह -श्रम न्यायालय, धनबाद-II** के पंचाट **(संदर्भ संख्या** 13/2013) को प्रकाशित करती है,

[सं. एल –20012/89/2012-आईआर(सीएम-I)]

जयदीप यादव, उप निदेशक

New Delhi, the 18th May, 2026

S.O. 982.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award **(Ref. No. 13/2013***)* of t**he Central Government Industrial Tribunal-cum-Labour Court, Dhanbad-II** as shown in the Annexure, in the industrial dispute between the Management of **BCCL.** and **their workmen.**

[No. L-20012/89/2012– IR (CM-I)]

JAIDEEP YADAV, Dy. Director

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL

NO.2 , DHANBAD

In the matter of reference U/S 10 (1) (d)& (2A) of I.D.Act. 1947

Ref. Case No.- 13/2013

Parties :

Employer in relation to the management of Bastacolla

Area of M/s. BCCL .

AND

Their Workman

Present : Shri Sachindar Kumar Pandey

Presiding Officer/Link Officer

Appearances:

For the Employers :- Shri NitishSahay Ld. Advocate

For Workman :- None

State : Jharkhand Industry :- Coal

Dated: 11/03/2026

AWARD.

1. In the present case, a Reference was received from the appropriate Government vide letter no. L-20012/89/2012 - (IR (CM-I)) dated 07/01/2013 under clause (d) of sub-section (1) and sub-section (2A) of section 10 of the I.D. Act. 1947 for adjudication of a dispute, terms of which are as under:-

SCHEDULE

"Whether the action of the management of Bastacolla Area of M/s. BCCL, in not regularizing Shri Niranjan Mahato Tyndel Jamadar is legal and justified ? To what relief is the concerned workman entitled?"

2. In the endorsement made in reference order, the appropriate Government directed the parties raising the dispute to file statement of claim, complete with relevant document, list of reliance and witness with this Tribunal within 15 days of receipt of the reference order and to forward a copy of such statement of claims to the opposite parties involved in the dispute.

3. On receipt of the above reference, notice was sent to the workmen as well as the management and accordingly statement of claim and WS was filed by the parties and the case record shows that evidence was also led from both sides but the case record further shows that on 03/01/2018 the workman Niranjan Mahato filed a petition before this Tribunal with a pray to withdraw this case which is accordingly allowed today and case is dismissed as withdrawn .

4. Let a "No Dispute /claim" Award be passed and let this award be sent to the appropriate Government for publication as required u/s 17 of the Industrial Dispute Act, 1947.

SACHINDRA KUMAR PANDEY, Presiding Officer/Link Officer

नई दिल्ली, 19 मई, 2026

का.आ. 983.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार **इंडियन बैंक** के प्रबंधतत्र, संबद्ध नियोजकों और उनके कर्मकारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय चेन्नई के पंचाट (21/2019) प्रकाशित करती है।

[सं. एल –12012/60/2018-आईआर(बी-II)]

सलोनी, उप निदेशक

New Delhi, the 19th May, 2026

S.O. 983.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref.21/2019*)* of the *Cent.Govt.Indus.Tribunal-cum-Labour Court Chennai* as shown in the Annexure, in the industrial dispute between the management of Indian Bank and their workmen.

[No. L-12012/60/2018- IR(B-II)]

SALONI, Dy. Director

ANNEXURE

1BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL

TRIBUNAL- CUM - LABOUR COURT, CHENNAI

Date: 10-04-2026

Present: SUSHIL KUMAR-II,

PRESIDING OFFICER

I.D. No. 21/2019

BETWEEN

Smt. M.Manjula

W/o. Late Chandran,

No.12685, Kannagi Nagar,

16th Cross Street, Thoraipakkam,

Chennai-600 097. : 1st Party/Petitioner

AND

The Deputy General Manager,

Indian Bank, Corporate Office,

HRM Department,

254-260, Avvai Shanmugam Salai,

Royapettah, Chennai-600 014. : 2nd Party/Respondent

Appearance:

For the 1st Party/ Petitioner : Mr. V.Prabhu, Advocate

For the 2nd Party/ Respondent :M/s.T.S.Gopalan, & Co., Advocates

The Central Government, Ministry of Labour & Employment, New Delhi vide its order No.L-12012/60/2018 (IR)(B-II) dated 14.02.2019 has referred the following Industrial Dispute to this Tribunal for adjudication:-

"Whether the action of the management of Indian Bank in abruptly stopping Smt. M.Manjula from service from 2013 without following any of the provisions of the Industrial Disputes Act, 1947 is justified? If so, to what relief is Smt.M.Manjula is entitled to?"

2. As per the case of the Petitioner , she was working as sweeper in the Indian Bank, Saligrammam Branch from the year 2001 to 24.09.2013. She had been working without any fault for 13 years and all of a sudden the Petitioner was forced to go out of the job saying that the Petitioner is not fit and has no merit in doing the job. It was alleged that since she was unable to pay Rs.1 lakh for regularization of her job, she was thrown out of the job. When the same was questioned by the Petitioner, the respondent gave police compliant and the police has beaten the Petitioner without any reason. The Petitioner had given a representation dated 22.12.2017 to the respondent to intervene in the matter of removal from job and given effect to the alleged removal order, whereby the Respondent stated that reinstatement is not possible . therefore, the Petitioner filed 2A petition before the Assistant Labour Commissioner (Central) , Chennai and on failure of conciliation, the Govt. referred this matter to this Tribunal for adjudication. Therefore, the Petitioner prays to pass an award holding that termination of her service by the Respondent Bank is unjustified and the direct the Respondent Bank to reinstate the Petitioner into service with full back wages, continuity of service and other attendant benefits.

3. In its reply statement, the Respondent Bank stated that the Petitioner claimed that she was engaged as temporary part time sweeper for eleven years and her services were terminated on 24.09.2013 and she made a representation for restoration of her service after more than four years . Therefore, the claim petition filed by the Petitioner is time barred.

4. The Respondent further stated the Petitioner was not employed in the services of the bank and she was engaged only on daily wage basis and she has no right to claim regular employment. It is also stated that even assuming without admitting the fact that dispute was barred by limitation that there was a termination, she can only be restored to her earlier mode of engagement namely sweeper engaged on casual basis. Since, there was no termination by the bank, question of violation of section 25F of the Industrial Disputes Act, 1947 would not arise. The plea that termination is unjust and against the principles of natural justice would not arise since there was no termination. Since there was no termination equally there was no retrenchment . Therefore, non-compliance of section 25F of the Industrial Disputes Act, 1947 would not arise. The Petitioner cannot claim absorption in the services of the bank. Therefore, the claim may be dismissed.

Witnesses Examined:

For the First Party Petitioner : None

For the 2nd Party/Management : None

Documents Marked:

On the Petitioner's side: Nil

On the Respondent side: Ni

5. Heard the learned counsel appearing on either side and perused the material available on record.

6. The first point that arises for determination is whether the claim statement filed by the Petitioner is time barred?

7. This matter is referred by the Government of India u/s.10 of the Industrial Disputes Act, 1947. There is no time limit to refer the matter under this section by the Government of India. Therefore, the reference is not time barred.

8. The second question that arises for determination is to what relief the Petitioner is entitled to?

9. Admittedly, no termination order is available on record. On perusal of the material available, it reveals that some altercation had happened between the Petitioner and the Respondent Bank and thereafter, the Petitioner herself wanted to join the work. But, there is no evidence on record to suggest on behalf of the Respondent, the person who spoke to the Petitioner and asked her join the work. It is worth to mention that the Respondent in its reply statement stated as under:-

"Even assuming without admitting that the dispute was not barred by limitation, that there was a termination and that termination was bad, she can only be restored to her earlier mode of engagement namely sweeper engaged on casual basis. Since there was no termination by the bank, the question of violation of Sec.25F would not arise."

10. Considering the above mentioned statement, it may be concluded that the Respondent Bank was ready to engage the service of the Petitioner to her earlier made of engagement as Sweeper engaged on casual basis.

11. Considering the facts and circumstances of the case, no further relief can be extended in favour of the Petitioner because no documentary evidence is filed by the Petitioner as proof showing that she worked in the Respondent Bank for a period of 13 years. Also, there is no termination order is available on record. However, the Respondent Bank is directed to engage the Petitioner as Sweeper on casual basis mode. This relief was admitted by the Respondent/Management in the above para 9 of this Award.

AWARD

The claim petition is allowed to the limited purpose as indicated above. The Respondent/Management is directed to engage the Petitioner as Sweeper on the mode of casual basis (without back wages). The Respondent Bank is further directed to pay her wages after re-engagement in accordance with law. Ordered accordingly.

Record be consigned to the record room.

Place : Chennai

Date : 10.04.2026

SUSHIL KUMAR-II, Presiding Officer

नई दिल्ली, 18 मई, 2026

का.आ. 984.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार बीसीसीएल के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में **केन्द्रीय सरकार औद्योगिक अधिकरण–सह–श्रम न्यायालय, धनबाद-I,** के पंचाट **(संदर्भ संख्या** 69/2024**)** को प्रकाशित करती है,

[सं. एल –20013/01/2026-आईआर(सीएम-I)]

जयदीप यादव, उप निदेशक

New Delhi, the 18th May, 2026

S.O. 984.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award **(Ref. No. 69/2024*)*** of t**he Central Government Industrial Tribunal-cum-Labour Court, Dhanbad-I** as shown in the Annexure, in the industrial dispute between the Management of **BCCL.** and **their workmen.**

[No. L-20013/01/2026– IR (CM-I)]

JAIDEEP YADAV, Dy. Director

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO.1,DHANBAD

In the matter of reference U/S 10 (1) (d)& (2A) of I.D.Act. 1947.

Reference Case No. 69/2024

Parties:

Employers in relation to the management of Bararee Colliery under

Lodna Area of M/s BCCL, Dhanbad

AND

Their Workmen

Present: **Shri Sachindra Kumar Pandey**

Presiding Officer

Appearances:

For the Employers :- Sri Abhijeet Kumar, Asstt. Manager (HR).

For the workmen :- Smt. Indu Devi (In person)

State : Jharkhand. Industry:-Coal

Dated 24/03/2026

AWARD

In exercise of powers conferred under clause (d) of sub-section (1) and sub –section (2A) of Section 10 of the Industrial Disputes Act, 1947 (14 of 1947) Government Of India through the Ministry of Labour, vide its Order No.1/(94)/2024/A-7 dated 13/08/2024 has been pleased to refer the following dispute between the employer i.e. management of Lodna Area of M/s. BCCL, Bhaga, Dhanbad and their workman through General Secretary, National Mazdoor Union, Damodarpur, Dhanbad, for adjudication by this Tribunal:

SCHEDULE

"Whether the action of the management of Bararee Colliery under Lodna Area of M/s BCCL in denial to pay Life Cover Scheme amount of Rs. 40,000/- to Smt. Indu Devi, Wife of Late Ram Pyare Dusadh as per the provisions of NCWA is fair and justified? If not, what relief Smt. Indu Devi, Wife of Late Ram Pyare Dusadh is entitled to?"

2. On Perusal of the case record it transpires that the reference was made in this case to decide whether the action of the management of Bararee Colliery under Lodna Area of M/s BCCL in denial to pay Life Cover Scheme amount of Rs. 40,000/- to Smt. Indu Devi, Wife of Late Ram Pyare Dusadh as per the provisions of NCWA is fair and justified? If not, what relief Smt. Indu Devi, Wife of Late Ram Pyare Dusadh is entitled to. Thereafter the statement of claim was filed by the applicant/workman against the management claiming total Rs. 40,000/- as Life Cover Insurance against the management. It further transpires that subsequently the dispute was settled between the applicant/workman and the management at **Rs. 40,000/- (Rupees fourty thousand only)** as full and final settlement and a settlement agreement was also prepared separately with the terms of settlement mentioned therein and on its perusal it transpires that it also bears the signature of both the parties and therefore this dispute is settled accordingly in terms of settlement which shall also form part of this order.

3. In view of the above facts and circumstances this reference case is hereby disposed of in terms of settlement arrived at between both the parties.

Let the copies of Award in duplicate be sent to the Ministry of Labour & Employment, Government of India, New Delhi for information and notification.

SACHINDRA KUMAR PANDEY, Presiding Officer/Link Officer

नई दिल्ली, 18 मई, 2026

का.आ. 985.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार बीसीसीएल के प्रबंधतंत्र के संबद्ध नियोजको और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में **केन्द्रीय सरकार औद्योगिक अधिकरण–सह–श्रम न्यायालय, धनबाद-II** के पंचाट **(संदर्भ संख्या** 40/2011) को प्रकाशित करती है,

[सं. एल –20012/95/2011-आईआर(सीएम-I)]

जयदीप यादव, उप निदेशक

New Delhi, the 18th May, 2026

S.O. 985.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award **(Ref. No. 40/2011*)*** of t**he Central Government Industrial Tribunal-cum-Labour Court, Dhanbad-II** as shown in the Annexure, in the industrial dispute between the Management of **BCCL.** and **their workmen.**

[No. L-20012/95/2011– IR (CM-I)]

JAIDEEP YADAV, Dy. Director

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO.1,DHANBAD

In the matter of reference U/S 10 (1) (d)& (2A) of I.D.Act. 1947.

Reference Case No. 40/2011

Parties:

Employers in relation to the management of P.B. Area of M/s. BCCL,

Kusunda, Dhanbad

AND

Their Workmen

Present: **Shri Sachindra Kumar Pandey**

Presiding Officer

Appearances:

For the Employers :-Sri D.K. Verma, Ld. Advocate

For the workman :-Sri N. Goel, Ld. Advocate

State : Jharkhand. Industry:-Coal

Dated 23/03/2026

AWARD

In exercise of powers conferred under clause (d) of sub-section (1) and sub –section (2A) of Section 10 of the Industrial Disputes Act, 1947 (14 of 1947) Government Of India through the Ministry of Labour, vide its Order No.L-20012/95/2010 (IR(CM-I)) dated 08/08/2011 has been pleased to refer the following dispute between the employer i.e. management of P.B. Area of M/s. BCCL, Dhanbad and their workman through Joint General Secretary, Bahujan Mazdoor Union, Dhansar, Dhanbadfor adjudication by this Tribunal:

SCHEDULE

"Whether the action of the management of Gopalichak Colliery of M/s BCCL in not correcting the date of birth of Sri Ramdhiraj Ram, Electric Mistry as 01.07.1956 is fair and justified? To what relief the concerned workman is entitled?"

2. It is relevant to mention here that previously this Reference Case No. 40/2011 was decided vide Award dated 10.12.2013 passed by this Tribunal and when the same was challenged before the Hon'ble Jharkhand High Court in W.P.(L) No. 3185 of 2014, Civil Review No. 20 of 2017 and L.P.A. No. 912 of 2019, their Lordships were pleased to set aside the Award dated 10.12.2013 passed by this Tribunal and directed to restore the present reference to its original number to be adjudicated upon afresh.

3. The case of the workman as per the written statement filed on 30.08.2012 is that Sri Ramdhiraj Ram designated as Electric Mistry is a permanent workman in Gopalichak Colliery under P.B. Area of M/s. BCCL who initially entered into his service on 05.03.1981. The management concerned recorded the date of birth of the workman as 10.03.1954 which is wrong because it was recorded without consent of the workman concerned. On being strongly opposed, the same was corrected as 01.07.1956 which is correct and genuine date of birth. The workman concerned passed his matriculation examination from Allahabad Board on 4th August, 1981 in which also his date of birth is recorded as 01.07.1956 and he had passed this matriculation examination before entering into his service. He had also passed class 8th on 20.05.1974 in which also his date of birth is recorded as 01.07.1956. His primary school headmaster also issued a birth certificate to him in which also his date of birth is recorded as 01.07.1956 and in all his certificates as mentioned above his date of birth is recorded as 01.07.1956 which is correct, real and genuine and the action of the management in not correcting his date of birth as 01.07.1956 is not fair and justified and he is entitled for correction of his date of birth in his service book on the basis of the aforementioned certificates. The date of birth recorded by the management as 10.03.1954 is not correct and prayed for passing Award in his favour.

4. On the other hand the management filed his written statement cum rejoinder on 06.12.2012 submitting therein that the present reference is not maintainable. The workman concerned was appointed on 10.03.1979 and his age was recorded as 25 years as on 10th March 1979 and accordingly his date of birth has been determined as 10.03.1954 and the concerned workman has also put his signature in the Form 'B' Register in token of acceptance of his date of birth mentioned in the Form 'B' Register. He has not raised any objection regarding recording of his date of birth as recorded in Form 'B' Register. The sponsoring union has raised the present industrial dispute at fag

end of his service and demanded correction of his date of birth according to the matriculation certificate whereas it appears from that certificate that it was issued on 4th August 1981 i.e. after the appointment of the concerned workman. According to the implementation instruction 76, the certificate issued by any authority regarding the date of birth after the appointment of the concerned person is not acceptable as a proof of actual date of birth. The date of birth recorded in Form 'B' Register is final for all the purposes and same can not be altered in any circumstance and the demand of the union for correction of the date of birth of the workman concerned is neither legal nor justified. In rejoinder he has stated that the statement of Para 1 of the W/S of the workman is not correct. The concerned workman was appointed on 10.03.1979. The statement made in Para-2 of the W/S is not correct. His age was recorded as 25 years as on 10.03.1979 in Form 'B' Register and he also put his signature there on in token of acceptance of the same. The statement made in Para-3 of the W/S is matter of record. The workman passed matriculation in the year 1981 after his appointment and according to the implementation instruction 76, the date of birth recorded in the said certificate is not acceptable. The statement of Para-4 of the W/S of the workman is not relevant. The statement of Para-5 of the W/S of the workman is not correct because the concerned workman has not produced the said certificates before the management at the time of his appointment. The statement of Para-6 of the W/S of the workman is also not correct. The workman created all the educational certificates from the different authorities just to make out a case. The statement made in Para-7, 8 and 9 of the W/S of the workman is not correct and he is not entitled to any relief.

5. A rejoinder has also been filed on behalf of the union/workman dated 08.12.2012 in which all the claims made by the management in its WS has been denied and the stand taken by the workman in his own written statement has been repeated.

6. In support of his case the workman Ramdhiraj Ram has examined himself as WW-1.

7. The workman has also adduced the following documentary evidence:-

Exhibit W-1 – Service Excerpt of the workman concerned

Exhibit W-2– Matriculation Certificate from U.P. Board dated 04.08.1981

Exhibit W-3 – School Leaving Certificate

Exhibit W-4 – Birth Certificate of the workman issued by the Primary School

Exhibit W-5 – Application dated 17.04.2006 for correction of date of birth

Exhibit W-6 – Application dated 10.07.2007 for correction of date of birth

Exhibit W-7 – Application dated 03.01.1998 for correction of date of birth

Exhibit W-8 – Letter dated 17.04.2007 written by the Project Officer to Secretary, Madhyamik Shiksha Parishad, Allahabad Board, U.P.

8. On the other hand in support of its case, the management has examined Susil Kumar Behera and he has submitted photo copy of Form 'B' Register of the workman marked as Exhibit M-1.

9. Heard both sides and perused the materials on record.

10. The Ld. Counsel on behalf of the workman has submitted that he was appointed on 05.03.1981 as Electric Mistry in Gopalichak Colliery under P.B. Area of M/s. BCCL but the management wrongly recorded his date of birth as 10.03.1954 in his service book without his consent whereas in his matriculation certificate, school leaving certificate issued by the Head Master of Primary School his date of birth has been recorded as 01.07.1956 which is correct and genuine date of birth and he also filed several representation before the BCCL Officers for correction of his date of birth as 01.07.1956 instead of 10.03.1954 but the same was not considered by the management and ultimately he raised the industrial dispute that was referred to this Tribunal for adjudication and he prayed to pass order that the action of the management of Gopalichak Colliery of M/s. BCCL in not correcting the date of birth as 01.07.1956 is unjustified and illegal.

11. On the other hand the Ld. Counsel on behalf of the management has submitted that the workman concerned was initially appointed on 10.03.1979 and his age at that time was recorded as 25 years and accordingly his date of birth was determined as 10.03.1954 and the workman also put his signature there on in Form 'B' Register accepting the same as correct. He had not submitted any date of birth certificate at the time of his appointment and joining and he never raised any objection regarding the alleged wrong entry of his date of birth in Form 'B' Register and the sponsoring union has raised the present industrial dispute at the fag end of his service and demanded correction of his date of birth according to the certificates that were subsequently procured by him after joining this service. According to implementation instruction 76, the certificate issued by the authority regarding the date of birth after the appointment of the concerned workman is not acceptable as a proof of actual date of birth and his date of birth recorded in Form 'B' Register is final for all purposes and same can not be altered and therefore prayed to reject this reference.

12. **Issue**

Whether the action of the management of Gopalichak Colliery of M/s BCCL in not correcting the date of birth of Sri Ramdhiraj Ram, Electric Mistry as 01.07.1956 is fair and justified? To what relief the concerned workman is entitled?"

13. Now as regards the oral evidence of the workman, WW-1 Ramdhiraj Ram has deposed that he was appointed in Gopalichak Colliery on 25.03.1981 as Electric Mistry. He has passed 5th Class from Primary School, Muhammadpur (U.P.) in 1971 in which his date of birth is recorded as 01.07.1956. He passed Class 8th in 1974 and in its certificate his date of birth is recorded as 01.07.1956. He passed matriculation in 1981 in which his date of birth is recorded as 01.07.1956. His date of birth is also mentioned as 01.07.1956 in his service excerpt. He represented on 17.04.2006, 10.08.2007 and 03.01.1998 for correction of his date of birth as 01.07.1956. As per his School Certificate his actual date of birth is 01.07.1956 the management also verified his school certificates. He has demanded for correction of his date of birth as per the school certificates. In cross-examination he has stated that Exhibit M-1is the extract of Form 'B' Register. Prior to his job, he passed matriculation examination. He did not receive any appointment letter from the management. In the year 1976 he was working in Co-operative under colliery. He did not file any case while he was working in Co-operative and in the year 2007-08, he raised the present dispute and he has denied that he has filed this case after getting certain documents.

14. Now as regards the documentary evidence, **Exhibit W-1** is the Service Excerpt dated 10.06.1987 of the workman Ramdhiraj Ram and on its perusal it transpires that he has been appointed as Electric Helper and his date of birth appears to have been previously written as 10.03.1954 but below the same it has been re-entered as 01.07.1956 inter-alia. **Exhibit W-2** is the photo copy of High School Certificate 1981 of the workman Ramdhiraj Ram and on its perusal it transpires that this has been issued on 4th August 1981 from Allahabad MadhyamikShikshaParishad, U.P. and his date of birth has been recorded as 01.07.1956. **Exhibit W-3** is School Leaving Certificate of the workman Ramdhiraj Ram and it appears that it has been issued from KalyanpurMadhyamikVidyalay, Barachawar, Ghazipur in which the date of birth of the workman has been recorded as 01.07.1956 and it has been issued on 17.01.2008. **Exhibit W-4** is Birth Certificate which appears to have been issued from the Primary School on 31.12.2007 and in this certificate also the date of birth of Ramdhiraj Ram has been recorded as 01.07.1956 but the stamp is not legible. **Exhibit W-7** is the copy of application dated 03.01.1998 written by Ramdhiraj Ram to the Project Officer, Gopalichak Colliery for correction of his date of birth and on its perusal it appears that he has stated that in the year 1987 when the service record was filled up, all descriptions were correct therein but the date of birth was wrongly recorded as 10.03.1954 whereas in his matric certificate it has been mentioned as 01.07.1956 and on the basis of his matric certificate he had corrected his date of birth as 01.07.1956 in his service record and in support of the same he had submitted matric certificate but he has not received any information so far and therefore he has again submitted the photo copy of matric certificate along with this application with a prayer to take proper action in this regard. **Exhibit W-5** is another application dated 17.04.2006 written by the workman Ramdhiraj Ram to the Project Officer for correction of his date of birth submitting that his date of birth was wrongly recorded in his service book as 09.03.1954 whereas his date of birth in his board examination was 01.07.1956 and he has prayed for the correction of the same accordingly submitting that in the service record also he has mentioned 01.07.1956 for correction in his service book. **Exhibit W-6** is the 3rd application dated 10.07.2007 written by the workman Ramdhiraj Ram to the Project Officer, Gopalichak Colliery for correction of his date of birth stating that previously also he had submitted his application for correction in his date of birth and prayed to take necessary action in this regard and in support of the same he has also submitted the photo copy of his Admit Card, Mark sheet etc. **Exhibit W-8** is letter dated 17.04.2007 sent by the Project Officer, Gopalichak Colliery to the Secretary, Madhyamik Shiksha Parishad, Allahabad Board, U.P. and on its perusal it transpires that this letter has been written for verifications of the date of birth mentioned in the Certificate, Mark sheet, Admit card and School Leaving Certificate attached with the same.

15. Now as regards the evidence adduced from the side of the management, MW-1 Sushil Kumar Behera has deposed that Ramdhiraj Ram was appointed on 10.03.1979 and as per his declaration at the time of appointment his age was recorded in Form 'B' Register as 25 years as on 10th March 1979 and as per the same his date of birth was determined as 10.03.1954 and the workman concerned put his signature in Form 'B' Register in token of acceptance of his date of birth mentioned in the Form 'B' Register. According to certified standing order a workman should apply for correction of his date of birth within 3 months from the date of his appointment but the workman concerned has not produced his educational certificate either at the time of appointment or within the stipulated period prescribed in the certified standing order. The claim of the workman concerned for correction of his date of birth according to his educational certificate at the fag-end of service is not maintainable. In cross-examination he has stated that it is not a fact that the workman joined in job in the year 1981 and it is a fact that the workman filed an application to correct his date of birth. His matriculation certificates were sent to U.P. Board for verification on 17.04.2007 but the result not received and he denied that the date of birth of workman is 01.07.1956.

16. As regards the documentary evidence of the management, Exhibit M-1 is the extract photo copy of Form 'B' Register of the workman and on its perusal it appears that the name of the concerned workman, Ramdhiraj Ram has been entered on serial no. 493 and his age has been mentioned as 25 years as on 10th March 1979 and in the column of date of joining, the date 10.03.1979 has been mentioned and thereafter in another column the workman Ramdhiraj Ram has also put his signature which means that he has accepted the details mentioned therein at that time.

17. The certificates/documents on which basis the workman wants correction in his date of birth, are **Exhibit W-2,W-3 and W-4** out of which **Ext.W-2** is the photo copy of the High School Certificate of the workman Ramdhiraj Ram which has been issued on 4th August 1981 ie after the joining of the workman in the services of the BCCL. Likewise **Exhibit W-3** which is School Leaving Certificate of the workman Ramdhiraj Ram, has been issued on 17.01.08 and in the same way **Ext.W-3** which is another date of birth certificate of the workman, has been issued on 31.12.07 and so, on reading of all these three documents together one thing is clear that these certificates were not available with the workman at the time of his appointment and joining in the services of the BCCL and so he could not submit the same at that time and he has procured it subsequently and now wants correction in his date of birth on those basis at the fag end of his service which is not legally tenable in the eyes of law and so can not be considered specially in view of **Ext M-1** which is copy of extract of Form B in which the date of birth of the concerned workman has been mentioned as 25 years on the date of his joining ie on 10.03.79 on the basis of his own declaration as evidently he had not submitted any date of birth certificate due to non availability of the same at that time and he also accepted the genuineness of his date of birth by putting his signature thereon.

The **Hon'ble Apex Court** have been pleased to hold in case of **Bharat Coking Coal Ltd vs Shyam Kishore Singh** reported in (2020)3SCC 411 that even if persuasive evidence exists, correction of date of birth is not a matter of right particularly at the fag end of service.

18. In view of the above discussions of the facts, circumstances and materials on record this Tribunal is of the opinion that the action of the management of Gopalichak Colliery of M/s. BCCL in not correcting the date of birth of Sri Ramdhiraj Ram, Electric Mistry as 01.07.1956, is quite fair and justified and the concerned workman is not entitled to any relief in this case. The reference is answered accordingly.

Let the copies of Award in duplicate be sent to the Ministry of Labour& Employment, Government of India, New Delhi for information and notification.

SACHINDRA KUMAR PANDEY, Presiding Officer/Link Officer

नई दिल्ली, 18 मई, 2026

का.आ. 986.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार बीसीसीएल के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में **केन्द्रीय सरकार औद्योगिक अधिकरण–सह–श्रम न्यायालय, धनबाद-I,** के पंचाट **(संदर्भ संख्या 53/2003)** को प्रकाशित करती है,

[सं. एल –20012/287/2002-आईआर(सीएम-I)]

जयदीप यादव, उप निदेशक

New Delhi, the 18th May, 2026

S.O. 986.— In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award **(Ref. No. 52/2003)** of t**he Central Government Industrial Tribunal-cum-Labour Court, Dhanbad-I** as shown in the Annexure, in the industrial dispute between the Management of **BCCL.** and **their workmen.**

[No. L-20012/287/2002– IR (CM-I)]

JAIDEEP YADAV, Dy. Director

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO.1,DHANBAD

In the matter of reference U/S 10 (1) (d)& (2A) of I.D.Act. 1947.

Reference Case No. 52/2003

Parties:

Employer in relation to the management of Western Washery Zone

of M/s.BCCL, Mahuda, Dhanbad

AND

Their Workman

Present: Shri Sachindra Kumar Pandey

Presiding Officer

Appearances:

For the Employers :- Sri D.K. Verma, Ld. Advocate.

For the workman :- None.

State : Jharkhand. Industry:-Coal

Dated 04/05/2026

AWARD

In exercise of powers conferred under clause (d) of sub-section (1) and sub –section (2A) of Section 10 of the Industrial Disputes Act, 1947 (14 of 1947),Government Of India through the Ministry of Labour, vide its Order No.L-20012/287/2002-IR(C-I) dated 23/06/2003 has been pleased to refer the following dispute between the employer i.e. management of Western Washery Zone of M/s. BCCL, Mahuda, Dhanbad and their workman through Vice President, Coal Washery Workers Union, Dhanbad for adjudication by this Tribunal:

SCHEDULE

"क्या मैसर्स भा. को. को. लि. के प्रबंधन द्वारा पश्चिमी वाशरी ज़ोन के अंतर्गत दुगदा कोल वाशरी के कर्मकार स्व. विश्वनाथ राय की सेवायोजन में रहते हुई मृत्यु के उपरांत उसकी पत्नी श्रीमती गंगीया देवी को नियुक्ति के एवज में आर्थिक सहायता राशि प्रदान न करना कानून, न्याय एवं तार्किक दृष्टि से सही एवं उचित है, यदि नहीं तो कर्मकार की पत्नी किन लाभों को पाने की हक रखती हैं ?"

2. On receiving order no. L-20012/287/2002-IR(C-I) dated 23/06/2003 Government of India, Ministry of Labour, New Delhi for adjudication of the dispute, Reference case no. 52 of 2003 was registered on 22.07.2003 and thereafter the notices were sent to the parties with a direction to appear and submit their written statements along with relevant documents and witnesses in support of their claims.

3. After service of notice, both parties appeared previously and filed their authorities, W/S and subsequently rejoinder. It further appears that after 2006 this case was put after a long gap on 16.08.2021 and regd. notices were sent to both the parties but workman/union failed to appear before this Tribunal. However Sri D.K. Verma, Ld. Advocate on behalf of the management appeared and the notice of the workman/union was returned with endorsement "Addressee Left". Though on 28.11.2025 Sri D.K. Verma, Ld. Advocate on behalf of the management appeared and submitted that the workman has not appeared since long so case may be closed.

4. It transpires from the case record that workman/union failed to appear before the Tribunal since the year 2021 which shows that workman/union has lost his interest in this case and therefore, this Tribunal is of the opinion that the case deserves to be dismissed due to non prosecution.

5. Hence,

ORDERED

that this case is hereby dismissed for non prosecution and a "No Dispute Award" be drawn up in respect of the above reference case. Let the copies of Award in duplicate be sent to the Ministry of Labour & Employment, Government of India, New Delhi for information and notification.

SACHINDRA KUMAR PANDEY, Presiding Officer/Link Officer

नई दिल्ली, 18 मई, 2026

का.आ. 987.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार बीसीसीएल के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में **केन्द्रीय सरकार औद्योगिक अधिकरण–सह–श्रम न्यायालय, धनबाद-I,** के पंचाट **(संदर्भ संख्या 12/2001)** को प्रकाशित करती है,

[सं. एल –20012/382/2000-आईआर(सीएम-I)]

जयदीप यादव, उप निदेशक

New Delhi, the 18th May, 2026

S.O. 987.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award **(Ref. No. 12/2001*)*** of t**he Central Government Industrial Tribunal-cum-Labour Court, Dhanbad-I** as shown in the Annexure, in the industrial dispute between the Management of **BCCL.** and **their workmen.**

[No. L-20012/382/2000– IR (CM-I)]

JAIDEEP YADAV, Dy. Director

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO.1,DHANBAD

In the matter of reference U/S 10 (1) (d)& (2A) of I.D.Act. 1947.

Reference Case No. 12/2001

Parties:

Employers in relation to the management of Kustore Area

of M/s. BCCL, Kustore, Dhanbad.

AND

Their Workman

Present: Shri Sachindra Kumar Pandey

Presiding Officer

Appearances:

For the Employers :- Sri N. Nath, O.S. Legal (HQ)

For the workman :- None.

State : Jharkhand. Industry:-Coal

Dated 04/05/2026

AWARD

In exercise of powers conferred under clause (d) of sub-section (1) and sub –section (2A) of Section 10 of the Industrial Disputes Act, 1947 (14 of 1947),Government Of India through the Ministry of Labour, vide its Order No.L-20012/382/2000-(C-I) dated 12/01/2001 has been pleased to refer the following dispute between the employer i.e. management of Kustore Area of M/s. BCCL, Dhanbad and their workman through Organizing Secretary, R.C.M.S, Dhanbad for adjudication by this Tribunal:

SCHEDULE

"Whether the action of the management of M/s BCCL in dismissing the services of Shri Nanku Bhuiya, Miner Loader of Horriladih Colliery of M/s BCCL is legal and justified? If not, to what relief is the workman is entitled?**"**

2. On receiving order no. L-20012/382/2000-(C-I) dated 12/01/2001 Government of India, Ministry of Labour, New Delhi for adjudication of the dispute, Reference case no. 12 of 2001 was registered on 05.02.2001 and thereafter the notices were sent to the parties with a direction to appear and submit their written statements along with relevant documents and witnesses in support of their claims.

3. After receipt of the reference on 05.02.2001, this case record was put up after a long gap on 24.12.2019 and registered notices were sent to both the parties but workman/union failed to appear before this Tribunal. However Sri Ganesh Prasad, Advocate on behalf of the management appeared. Though on 28.11.2025 Sri N. Nath, O.S. Legal (HQ) for the management appeared and submitted that workman has not appeared since beginning of this case so case may be closed.

4. On perusal of the entire case record it transpires that workman/union never appeared before this Tribunal since beginning which shows that workman/union has lost his interest in this case and therefore, for the ends of justice, this case deserves to be dismissed for non prosecution.

5. Hence,

ORDERED

that this case is hereby dismissed for non prosecution and a "No Dispute Award" be drawn up in respect of the above reference case. Let the copies of Award in duplicate be sent to the Ministry of Labour & Employment, Government of India, New Delhi for information and notification.

SACHINDRA KUMAR PANDEY, Presiding Officer/Link Officer

नई दिल्ली, 18 मई, 2026

का.आ. 988.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार बीसीसीएल के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में **केन्द्रीय सरकार औद्योगिक अधिकरण–सह–श्रम न्यायालय, धनबाद-I,** के पंचाट **(संदर्भ संख्या 100/2014)** को प्रकाशित करती है,

[सं. एल –20012/133/2014-आईआर(सीएम-I)]

जयदीप यादव, उप निदेशक

New Delhi, the 18th May, 2026

S.O. 988.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award **(Ref. No. 100/2014)** of **the Central Government Industrial Tribunal-cum-Labour Court, Dhanbad-I** as shown in the Annexure, in the industrial dispute between the Management of **BCCL.** and **their workmen.**

[No. L-20012/133/2014– IR (CM-I)]

JAIDEEP YADAV, Dy. Director

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO.1,DHANBAD

In the matter of reference U/S 10 (1) (d)& (2A) of I.D.Act. 1947.

Reference Case No. 100/2014

Parties:

Employers in relation to the management of E.J. Area of M/s. BCCL,

Bhowra, Dhanbad

AND

Their Workman

Present: Shri Sachindra Kumar Pandey

Presiding Officer

Appearances:

For the Employers :- Sri Dhiraj Kumar, Legal Inspector

For the workman :- None.

State : Jharkhand. Industry:-Coal

Dated 06/04/2026

AWARD

In exercise of powers conferred under clause (d) of sub-section (1) and sub –section (2A) of Section 10 of the Industrial Disputes Act, 1947 (14 of 1947),Government Of India through the Ministry of Labour, vide its Order No.L-20012/133/2014-IR(CM-I) dated 17/12/2014 has been pleased to refer the following dispute between the employer i.e. management of E.J. Area of M/s . BCCL, Dhanbad and their workman through Joint General Secretary, Bahujan Mazdoor Union, Dhanbad for adjudication by this Tribunal:

SCHEDULE

"Whether the action of the Management of Bhowra South Colliery of M/s BCCL in dismissing Sri Somar Urong, Ex-MCL, Pers. No. 03038106 from the services of the company, vide office order dated 19.11.2004 is fair and justified? To what relief the concerned workman is entitled to ?"

2. On receiving order no. L-20012/133/2014-IR(CM-I) dated 17/12/2014 Government of India, Ministry of Labour, New Delhi for adjudication of the dispute, Reference case no. 100 of 2014 was registered on 22.12.2014 and thereafter the notices were sent to the parties with a direction to appear and submit their written statements along with relevant documents and witnesses in support of their claims.

3. After receipt of the reference on 22.12.2014, this case record was put up after a long gap on 17.01.2022 and registered notices were sent to both parties and Sri R.R. Ram, Representative on behalf of the workman appeared on 25.04.2022 but management failed to appear after that workman failed to appear before this Tribunal till 16.05.2025.Thereafter on 22.08.2025 both parties appeared and Sri R.R. Ram, Representative of the union submitted that workman is not in contact with him after that workman/union failed to appear. However Sri Dhiraj Kumar (Legal Inspector) for the management appeared.

4. On perusal of the entire case record it transpires that workman/union has lost his interest in this case and therefore, for the ends of justice, this case deserves to be dismissed for non prosecution.

5. Hence,

ORDERED

that this case is hereby dismissed for non prosecution and a "No Dispute Award" be drawn up in respect of the above reference case. Let the copies of Award in duplicate be sent to the Ministry of Labour & Employment, Government of India, New Delhi for information and notification.

SACHINDRA KUMAR PANDEY, Presiding Officer/Link Officer

नई दिल्ली, 18 मई, 2026

का.आ. 989.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार बीसीसीएल के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में **केन्द्रीय सरकार औद्योगिक अधिकरण -सह -श्रम न्यायालय, धनबाद-I,** के पंचाट **(संदर्भ संख्या 22/2023)** को प्रकाशित करती है,

[सं. एल –20013/01/2026-आईआर(सीएम-I)]

जयदीप यादव, उप निदेशक

New Delhi, the 18th May, 2026

S.O. 989.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award **(Ref. No. 22/2023*)*** of t**he Central Government Industrial Tribunal-cum-Labour Court, Dhanbad-I** as shown in the Annexure, in the industrial dispute between the Management of **BCCL.** and **their workmen.**

[No. L-20013/01/2026– IR (CM-I)]

JAIDEEP YADAV, Dy. Director

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO.1,DHANBAD

In the matter of reference U/S 10 (1) (d)& (2A) of I.D.Act. 1947.

Reference Case No. 22/2023

Parties:

Employers in relation to the management of M/s. BCCL, Koyla Nagar, Dhanbad

AND

Their Workman

Present: Shri Sachindra Kumar Pandey

Presiding Officer

Appearances:

For the Employers :- None.

For the workman :- Sri Sohrab Ali, Representative

State : Jharkhand. Industry:-Coal

Dated 06/04/2026

AWARD

In exercise of powers conferred under clause (d) of sub-section (1) and sub –section (2A) of Section 10 of the Industrial Disputes Act, 1947 (14 of 1947),Government Of India through the Ministry of Labour, vide its Order No. 1/(01)/2017.E.1 dated 29/08/2022 has been pleased to refer the following dispute between the employer i.e. management of M/s. BCCL, Koyla Nagar, Dhanbad and their workman through Rashtrawadi Mazdoor Union, Bansjora, Dhanbad for adjudication by this Tribunal:

SCHEDULE

"Whether the demand of union for reinstatement of the workman, Shri Ravi Bhuiya, PRW w.e.f. 01.08.2016 with full back wages and other consequential relief is legal and justified? If yes, what relief the workman is entitled to?"

2. On receiving order no. 1/(01)/2017.E.1 dated 29/08/2022 Government of India, Ministry of Labour, New Delhi for adjudication of the dispute, Reference case no. 22 of 2023 was registered on 10.05.2023 and thereafter the notices were sent to the parties with a direction to appear and submit their written statements along with relevant documents and witnesses in support of their claims.

3. After receipt of the reference on 10.05.2023, this case was put up after a long gap on 26.07.2024 and regd. notices were issued to both the parties but neither the workman nor the management appeared before this Tribunal and notice of the management returned with endorsement "अधूरा पता वापस". Thereafter on 12.11.2025, Sri Sohrab Ali, Representative of the concerned workman appeared and filed a withdrawal petition stating therein that one reference no. 20/2022 is already pending in the name of Ravi Bhuia in this Tribunal but another reference order also issued by the Dy. CLC Dhanbad in the name of Ravi Bhuia for same issue. So this case may be closed.

4. On perusal of the entire case record it transpires that the workman who is the aggrieved party, has himself filed a petition dated 12.11.2025 with a prayer to close his case. As now he is not interested to contest this case, his prayer is allowed and accordingly this case is hereby dismissed as withdrawn and it is further ordered that "No Dispute Award" be drawn up in respect of the above reference case. Let the copies of Award in duplicate be sent to the Ministry of Labour & Employment, Government of India, New Delhi for information and notification.

SACHINDRA KUMAR PANDEY, Presiding Officer/Link Officer

नई दिल्ली, 18 मई, 2026

का.आ. 990.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार सीसीएल के प्रबंधतंत्र के संबद्ध नियोजको और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में **केन्द्रीय सरकार औद्योगिक अधिकरण–सह –श्रम न्यायालय, धनबाद-I,** के पंचाट **(संदर्भ संख्या 15/2014)** को प्रकाशित करती है,

[सं. एल –20012/85/2013-आईआर(सीएम-I)]

जयदीप यादव, उप निदेशक

New Delhi, the 18th May, 2026

S.O. 990.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award **(Ref. No. 15/2014*)*** of t**he Central Government Industrial Tribunal-cum-Labour Court, Dhanbad-I** as shown in the Annexure, in the industrial dispute between the Management of **CCL.** and **their workmen.**

[No. L-20012/85/2013– IR (CM-I)]

JAIDEEP YADAV, Dy. Director

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO.1,DHANBAD

In the matter of reference U/S 10 (1) (d)& (2A) of I.D.Act. 1947.

Reference Case No. 15/2014

Parties:

Employers in relation to the management of Argada Area of M/s. CCL, Ramgarh

AND

Their Workmen

Present: **Shri Sachindra Kumar Pandey**

Presiding Officer

Appearances:

For the Employers :-Sri D.K. Verma, Ld. Advocate

For the workmen :-Sri D. Mukherjee, Representative

State : Jharkhand. Industry:-Coal

Dated 04/05/2026

AWARD

In exercise of powers conferred under clause (d) of sub-section (1) and sub –section (2A) of Section 10 of the Industrial Disputes Act, 1947 (14 of 1947) Government Of India through the Ministry of Labour, vide its Order No.L-20012/85/2013-IR(CM-I) dated 13/02/2014 has been pleased to refer the following dispute between the employer i.e. management of Argada Area of M/s. CCL, Ramgarh and their workmen through President, Bihar Colliery Kamgar Union, Argada Area, CCL, Hazaribagh for adjudication by this Tribunal:

SCHEDULE

"Whether the action of the Management of Argada Area of CCL in not regularizing the services of 63 security workers (as per lists enclosed as per Attendance Sheet/Chart/Report/Register submitted by the Union) who have performed permanent and perennial nature of job in the establishment of Management is fair and justified? To what relief the concerned workmen are entitled to?"

LIST OF WORKMEN

Sl. No	Name of the concerned Pvt. Security Workers (Contractor's labour)	Name of location/unit
1	Nirmal Lakra	G.M.(A) Sirka/Argada Area (G.M. Office)
2	Binod Kr. Rai	G.M.(A) Sirka/Argada Area (G.M. Office)
3	Ajay Kr. Choudhary	G.M.(A) Sirka/Argada Area (G.M. Office)
4	Suraj Mahato	G.M.(A) Sirka/Argada Area (G.M. Office)
5	KoshramMahto	G.M.(A) Sirka/Argada Area (G.M. Office)
6	BhuneshwarMahto	G.M.(A) Sirka/Argada Area (G.M. Office)
7	Tej Narayan Singh	G.M.(A) Sirka/Argada Area (G.M. Office)
8	VikramPaswan	G.M.(A) Sirka/Argada Area (G.M. Office)

9	**NandKishorMahto**	**G.M.(A) Sirka/Argada Area (G.M. Office)**
10	**BiruKarmali**	**G.M.(A) Sirka/Argada Area (G.M. Office)**
11	**SudhirOraon**	**G.M.(A) Sirka/Argada Area (G.M. Office)**
12	**Bablu Ansari**	**Sirka**
13	**Mansoor Ansari**	**Sirka**
14	**Krishna Singh**	**Sirka**
15	**Nirmal Mahto**	**Sirka**
16	**Sanjai Ram**	**Sirka**
17	**Rohit Das**	**Gidi 'C'**
18	**Md. Noor Hussain**	**Gidi 'C'**
19	**BhagwanYadav**	**Gidi 'C'**
20	**Sudama Ram**	**Gidi 'C'**
21	**Uday Prasad**	**Gidi 'C'**
22	**Tribeni Thakur**	**Gidi 'C'**
23	**Arbind Kumar**	**Gidi 'C'**
24	**Pramender Kr Singh**	**Gidi 'C'**
25	**SurendarLal**	**Gidi 'C'**
26	**Balinder Singh**	**Gidi 'A'**
27	**Ranjit Kr. Singh**	**Gidi 'A'**
28	**Dhiraj Kr. Mishra**	**Gidi 'A'**
29	**Ram SwarathChoudhary**	**Gidi 'A'**
30	**Bijendra Kr. Mishra**	**Gidi 'A'**
31	**Dashrath Paswan**	**Gidi 'A'**
32	**Daskam Purti**	**Gidi 'A'**
33	**Mahendra Thakur**	**Gidi 'A'**
34	**Sunil Kr. Singh**	**Gidi 'A'**
35	**SamualBhengra**	**Gidi 'A'**
36	**Ram Nath Singh**	**Gidi 'A'**
37	**Ashok Kumar Mishra**	**Gidi 'A'**
38	**Santosh Kumar**	**Gidi 'A'**
39	**Chandra Shekhar Singh**	**Gidi 'A'**
40	**Baijnath Pathak**	**Religara**
41	**Joseph Toppo**	**Religara**
42	**Shashi Kumar**	**Religara**
43	**Nakul Mahto**	**Religara**
44	**SumangalYadav**	**Religara**
45	**Adyanand Mishra**	**Religara**
46	**Lalan Singh**	**Religara**

47	**Subodh Singh**	**Religara**
48	**Shankar Kr. Singh**	**Religara**
49	**Nilesh Kr. Rai**	**GidiWashery**
50	**Rabindra Kr. Ram**	**GidiWashery**
51	**Raj Kumar Choudhary**	**GidiWashery**
52	**Sudhakar Jha**	**GidiWashery**
53	**Prem Kumar**	**GidiWashery**
54	**Prahalad Chandra Dan**	**GidiWashery**
55	**Dipak Kumar**	**GidiWashery**
56	**Rameshwar Singh**	**GidiWashery**
57	**Mukesh Saw**	**GidiWashery**
58	**Shyamlal Ram**	**GidiWashery**
59	**Mananjay Kr. Singh**	**GidiWashery**
60	**Yashwant Singh**	**GidiWashery**
61	**Baijnath Saw**	**ArgadaMines**
62	**Sookha Prajapati**	**ArgadaMines**
63	**Pramod Kumar**	**ArgadaMines**

2. The case of the workmen as per their written statement filed on their behalf is that the concerned workmen have been working as Security Guards at Argada Area of M/s. CCL since 2006 regularly and continuously which is a permanent and perennial nature of job under the direct control and supervision of the management. They have been posted by the management to provide security to the management against pilferage of coal and other property of the management to prevent damage and loss of the property of the management. The permanent Security Guards posted in Argada under the management of Argada Area have been doing the same job as are being done by the concerned workmen. The management officials allot duty to the permanent workmen and the concerned workmen in the same place and sometimes the permanent workmen are replaced after completion of shift by the other workmen and vice-versa but though the concerned workmen have been performing the same and similar nature of permanent job along with other permanent Security Guards of the management, the management is not paying the concerned workmen wages and other benefits as per provision of NCWA. The management have been disbursing the wages of the concerned workmen in the name of different intermediaries much below the rate of NCWA on malafide intention to exploit the poor workmen. They have arranged perfect paper/documents to camouflage the real issue. For all real purpose the concerned workmen are the employees of the management and still then the management is not regularizing their services. The concerned workmen and the union represented before the management several times for their regularization and the wages of a permanent employee but the anti-labour management did not take any cognizance of the same. Seeing no other alternative the union on behalf of the concerned workmen raised an industrial dispute before the ALC(C), Hazaribagh. During the course of conciliation proceeding the management denied employer-employee relationship and ultimately the conciliation proceeding ended in failure that resulted in reference of this case. The action of the management of Argada Area of M/s. CCL in not regularizing the services of 63 Security Workers who have been performing permanent and perennial nature of job was neither fair nor justified. The action of the management was illegal, arbitrary, unjustified and against the principle of natural justice, vindictive in nature and ultimately it was prayed to answer the reference in favour of the concerned workmen.

3. On the other hand the case of the management as per the written statement cum rejoinder dated 08.07.2014 filed on their behalf is that the present reference is not maintainable either in law or in facts. No employer-employee relationship exists between the workmen concerned of Private Security Agency and the management of Argada Area. The Argada Area of M/s. CCL is a Govt. Company within the meaning of Section 617 of the Company's Act and so this is a State within the meaning of article 12 of the Constitution of India. For the recruitment in CCL the company has to follow the mandatory provisions of Article 14 & 16 of the Constitution. The management has to notify the vacancy and call for the eligible candidates for interview giving full opportunity and only selected persons can be recruited in the Govt. Company. In case of Uma Devi the Hon'ble Supreme Court deprecated regularization through back door and side door. It was also held that the ad-hoc, casual, temporary and contractual workers have got no legal right over the post and so the question of their regularization does not arise. The management of Argada intended to

engage M/s Saraswati Security Agency and service provider to provide services of security to prevent pilferage, damage and loss of properties of the CCL and inform about the commission or apprehension of any danger to the safety of the properties of the CCL and to take preventive step and anti-crime measure to prevent theft, pilferage as far as possible with limitation of the private security agency. The said Security Agency and Service Provider who is expert in providing such type of service, entered in agreement with the management of Argada Area and according to the same the service provider is responsible for engagement of his own personnel and pays their wages according to the rules of the payment of their agencies. The agreement between the management and the aforesaid security agency is a valid agreement. The persons concerned are the employees of the security agency which is fully responsible for payment of their wages and other legal dues and therefore the workmen security agency are not entitled for regularization in the services of the company. There is no provision in the Contract Labour (Regulation & Abolition) Act for regularization of the contractor workmen in the roll of the principal employer. In case of SAIL the Hon'ble Supreme Court clearly held that the workmen of the contractor are not entitled for regularization. By way of rejoinder the management has denied all the claims and stands taken by the workmen in their W/S repeating his stand in his own W/S.

4. A separate rejoinder has also been filed on behalf of the workmen to the W/S of the management by which the stand taken by the management in its W/S has been disputed and denied repeating the claims taken in the W/S of the Union/Workmen.

5. On the basis of pleadings of both parties the following i**ssue has been framed:**

"Whether the action of the Management of Argada Area of CCL in not regularizing the services of 63 security workers (as per lists enclosed as per Attendance Sheet/Chart/Report/Register submitted by the Union) who have performed permanent and perennial nature of job in the establishment of Management is fair and justified and what relief the concerned workmen are entitled to?"

6. In support of his case the union has examined WW-1 Sunil Kumar Singh.

7. By way of documentary evidence the union has got exhibited the following documents:

Exhibit W-1 Series (21 pages) – Letter dated 19.12.2006 as well as several other letters written by the Area Security Officer to the different Project Officers and vice versa

Exhibit W-2 Series – Copy of Attendance Register of Giddi Washery as well as Argada Area of different periods.

7. In support of his case the management has examined MW-1 Jyoti Kumar.

8. In support of his case the management has adduced the following documents:

Exhibit M-1 – Photo Copy of Agreement between the management of Saraswati Security Agency and service provider and CCL for deployment of Security Personnel dated 1st March 2006.

Exhibit M-2 – Photo copy of Agreement between the management of M/s Pride Security Services and CCL for deployment of Security Personnel dated 29th February 2008.

Exhibit M-3 – Photo copy of Letter dated 29.02.2008, 03.03.2008 of Pride Security Services.

9. Heard both sides and perused the materials on record.

10. The Ld. Counsel on behalf of the workmen has submitted that all the concerned workmen are working as Security Guards in Argada Area of M/s. CCL since the year 2006 regularly and continuously which is permanent nature of job and they are working under the control and supervision of the management but they are not being paid the wages as are being paid to the permanent security guards of the company and the agreement is nothing but camouflage and so prayed for the regularization of the concerned Security Guards.

11. On the other hand the Ld. Counsel on behalf of the management has submitted that the concerned workmen have been working under the agreement between the private service provider and the CCL and they are not the employees of the CCL rather they are employees of the private contractors cum service providers. There is no relationship of employer and employee between the concerned Security Guards as well as the company and therefore they are not at all entitled for regularization. They have not been issued any appointment letter nor they are being paid salary by the management through pay slip and therefore, the action of the management in not regularizing them is quite justified and prayed to the reject the claim of the workmen.

12. Now as regards the oral evidence adduced from the side of the workmen to prove their case, WW-1 Sunil Kumar Singh who is also one of the workmen and has also deposed on behalf of all the concerned workmen, stated that they have been working in Argada Area of M/s. CCL since the year 2006 regularly and continuously under the direct control and supervision of the management and performing permanent and continuous nature of job since long. They have been guarding the properties to prevent the theft of coal, pilferage of coal, protect property from damage and loss and arrange safety of properties etc. endangering their own lives. They have been performing the same and similar nature of job as are being done by the permanent security guards of the management. Their attendance is

directly being taken by the management and they are deployed by the management on duty but the management has been disbursing the wages below the rate of NCWA in the name of different intermediaries, only to camouflage the real fact and issue and so the action of the management in not regularizing their services is illegal and unjustified. In cross-examination by the management he has stated that he cannot tell the name of the Private Security Agency. No appointment letter was issued to them by the CCL Management but they were given ID Cards, Gate Passes by the CCL Management. No pay slip was issued to them.

13. Now as regards the documentary evidence of the workmen, **Exhibit W-1 Series** shows that these are the letters of different dates of the year 2006, 2007 and 2008 written by the Area Security Officer (A), Sirka to the Project Officer, Giddi 'C' Religara Colliery etc. It transpires from it that the Private Security Personnels of M/s. Pride Security Services Ranchi, M/s. Lion's Security Services Ranchi, M/s. Kavach Security & Management Services Ranchi have been directed by the Area Security Officer of Sirka Colliery to report to the Project Officer of the Company for duty and the Project Officer has been requested to allow them to discharge their duties with immediate effect under his administrative control and thus it appears that all these concerned Security Guards/Workers are being deployed by the Company. Likewise **Exhibit W-2 Series** are the Attendance sheet of the different months of the year 2008 of the Security Workers of the contractors Kavach Security and Management Services, M/s Lion Securities Services and Pride Security Services performing their job at Giddi Washery and thus it is established that the concerned security workers of the different contractors have been performing their duty as security workers in the CCL and all these attendance sheets also bear the signature of the officers of the company including Project Officer etc.

14. Now as regards the evidence adduced from the side of the management, MW-1 Jyoti Kumar who is CCL Assistant Manager has deposed that the management of Argada Area awarded contract for providing security services to prevent pilferage, damage and loss of properties of CCL and inform about the commission or apprehension of any danger to the safety of the properties of CCL and to undertake preventive step and anti-crime measure to prevent theft, pilferage and such possible steps with limitation of the private security agency. The said Security Agency and Service Provider is expert in providing such type of service entered in agreement with the management of Argada Area. The management makes payment of their bills for providing security services and the security agency used to engage their own men for execution of work order issued to them. It has further been stated that the persons concerned are the employees of the security agency and the said security agency is fully responsible for payment of wages and others legal dues to their workmen. The concerned workmen are not employees of CCL. They were never appointed by the CCL management. They worked under the direct control and supervision of their respective security agency and therefore their demand for employment in CCL is not justified. In cross-examination he has admitted that the Security Guards are employed regularly. There are also permanent Security Guards in the roll of the company. The concerned workmen were deployed at that point of time through the contractors. He has denied the suggestion that the Private Security Guards are guarding under the administrative control of their Security Officers and that their attendance were also marked by Mgt. He has also denied the fact that their attendance are taken by the management rather it is taken by the Private Supervisors. He has also denied the fact that the management directly pays wages to the Security Guards.

15. Now as regards the documentary evidence of the management, **Exhibit M-1** is the photo copy of Agreement arrived between the management of Saraswati Security Agency and Service Provider as First Party and Central Coal Field Limited as Second Party for deployment of Security Personnel dated 01.05.2006 and on its perusal it is clear that on the desire of the second party to get services of the first party on job contract basis for making proper security arrangement and to provide security cover at strategic and sensitive points at Argada Area and other locations at Argada Area. The first party has agreed to deploy security personnel as per the details mentioned in it on job contract basis which will be governed by the terms and conditions mentioned therein. Out of all the terms and conditions some of the important points are that the first party shall be solely responsible and be liable for payment of all remunerations honorarium/allowance and for giving all other benefits to the security personnel deployed by first party and the status of the first party shall be that of an independent contractor and no employees of the first party shall have any right for employment in the organization of second party. Monthly bills for preceding months along with other supplementary bill like torch cells, cartridges etc. submitted by the first party. The period of contract shall initially be for one year from the date of issue of work order and after expiry of one year contract period the same will be renewed for another year based on the satisfactory performance and the agreement of this contract can be terminated by giving one month notice in writing from either side. Likewise **Exhibit M-2** is another deed of agreement dated 29.02.2008 between M/s. Pride Security Services and CCL and all the terms and conditions are just the same as that of Ext M-1. **Exhibit M-3 Series** are the photo copies of letter dated 29.02.2008 and 03.03.2008 of Pride Security Services written to the Chief General Manager CCL Argada Area and on its perusal it transpires that these are the list of different Security Workmen deployed at different places of the CCL.

16. On perusal of the above oral as well as documentary evidence adduced from both sides it is evident that all the concerned Security Workmen/Guards have been deployed in different locations of Argada Area of CCL vide agreement dated 01.03.2006 (Exhibit M-1)and 29.02.2008 (Exhibit M-2) in which in terms no. 2.5.0 it has been agreed that the first party shall be solely responsible and be liable for payment of all remunerations

honorarium/allowance and for giving all other benefits to the security personnel deployed by first party and in terms no. 2.12.0 it has been agreed that no employees of the first party shall have any right for employment in the organization of second party and the agreement has been entered into between the independent contractor and service provider as the first party and CCL as the second party and it bears signatures of both parties so this agreement is quite genuine and for limited period and so the private contractor's security guards working under an agreement with CCL under terms as described above, can not claim regularization as employees of CCL.

17. In case of **Municipal Council, Nandyal vs K. Jayaram & Ors reported in 2026(SC) 38,** the Hon'ble Supreme Court has been pleased to hold that workers hired through third party contractors can not have direct employer-employee relationship with the principal employer and allowing contract workers to jump straight into regular employment would undermine the transparent, merit based hiring processes required for public sector undertakings and so even if they perform work of a permanent or perennial nature or have rendered long service, they can not claim parity in pay or service status or benefits as regular employees.

18. Thus on the basis of the above discussion of the facts, circumstances and evidence available on the case record this Tribunal comes to the conclusion that the action of the management of Argada Area of CCL in not regularizing the services of 63 Security Workers who have performed permanent and perennial nature of job in the establishment of management is quite fair and justified and they are not entitled to the relief claimed. The reference is answered accordingly.

Let the copies of Award in duplicate be sent to the Ministry of Labour& Employment, Government of India, New Delhi for information and notification.

SACHINDRA KUMAR PANDEY, Presiding Officer/Link Officer

नई दिल्ली, 18 मई, 2026

का.आ. 991.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार बीसीसीएल के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में **केन्द्रीय सरकार औद्योगिक अधिकरण -सह-श्रम न्यायालय, धनबाद-I,** के पंचाट **(संदर्भ संख्या 30/2010)** को प्रकाशित करती है,

[सं. एल –20012/02/2010-आईआर(सीएम-I)]

जयदीप यादव, उप निदेशक

New Delhi, the 18th May, 2026

S.O. 991.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award **(Ref. No. 30/2010*)*** of t**he Central Government Industrial Tribunal-cum-Labour Court, Dhanbad-I** as shown in the Annexure, in the industrial dispute between the Management of **BCCL.** and **their workmen.**

[No. L-20012/02/2010– IR (CM-I)]

JAIDEEP YADAV, Dy. Director

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO.1,DHANBAD

In the matter of reference U/S 10 (1) (d)& (2A) of I.D.Act. 1947.

Reference Case No. 30/2010

Parties:

Employers in relation to the management of Kusunda Area

Of M/s. BCCL, Kusunda, Dhanbad

AND

Their Workmen

Present: **Shri Sachindra Kumar Pandey**

Presiding Officer

Appearances:

For the Employers :-Sri D.K. Verma, Ld. Advocate

For the workmen :-Sri Pintu Mandal, Ld. Advocate

State : Jharkhand. Industry:-Coal

Dated 06/04/2026

AWARD

In exercise of powers conferred under clause (d) of sub-section (1) and sub –section (2A) of Section 10 of the Industrial Disputes Act, 1947 (14 of 1947) Government Of India through the Ministry of Labour, vide its Order No.L-20012/02/2010-IR(CM-I) dated 17/03/2010 has been pleased to refer the following dispute between the employer i.e. management of Kusunda Area of M/s. BCCL, Dhanbad and their workman through Dy. President, Dhanbad Colliery Karamchari Sangh, Angarpathra Colliery, Dhanbad for adjudication by this Tribunal:

SCHEDULE

"i) Whether the action of the Management Godhur Colliery under Kusunda Area of M/s BCCL in superannuating Smt. ParwaKamin, W/Loader from the services of the company w.e.f. 01.04.2006 is justified and legal? ii) To what relief is the workman concerned entitled?"

2. On perusal of the case record it transpires that this reference case was already disposed of by this Tribunal vide Award dated 10.06.2014 in favour of the workman but when the same was challenged before the Hon'ble High Court of Jharkhand at Ranchi in W.P.(L) No. 718 of 2015 by the management, the Hon'ble Court was pleased to set aside the Award vide order dated 14.10.2024 and the case was remitted back to this Tribunal for passing fresh Award after taking into consideration the materials already on record.

3. The case of the workman as per written statement filed on his behalf is that Smt. ParwaKamin P.N. 02509396 was a permanent employee of Godhur Colliery under Kusunda Area of M/s. BCCL and was appointed by the Authority of BCCL on 22.07.1983 on companionate basis under provisions of NCWA in place of her deceased husband Sudan Bhuian. At the time of appointment a Medical Board was constituted by the Area Medical Officer for the assessment of her age and fitness for the job and accordingly she was examined by the doctors of Medical Board and the Board assessed her age as 25 years as on dated 26.06.1983 and accordingly she was appointed by the management of BCCL in Khas Kusunda Colliery as per letter no. A-6/P-M/L/83/6578 dated 11/14-7-83 and thereafter FORM-B Register was printed bearing SL No. 2355 and was filled up by the Management of BCCL in which the age of the workman is clearly mentioned as 25 years as on 26.06.1983 and accordingly her service record was filled up by the management of BCCL in which also the date of birth was mentioned as 26th day of June 1962 under date of her appointment. But on 23.11.2000 when the concerned workman gave an application under the provision of VRS-F and was desirous to provide job to her son Raju Kumar Bhuian along with the VRS-F application of other-co-female employees of Godhur Colliery namely LachiKamin and Shanti Kamin the management of BCCL accepted their VRS-F application and provided job to their dependents but the VRS-F application of the concerned workman was kept pending and thereafter a writ petition bearing W.P.(S) No. 1830 of 2004 was filed before the Hon'ble Jharkhand High Court in which vide order dated 05.04.2004, the Hon'ble Court directed the Respondent No. 5 to dispose of the application of the petitioner for her VRS-F application and appointment to her son Raju Kumar Bhuian within a period of six week. Thereafter the concerned workman submitted an application for compliance of the direction of the Hon'ble High Court Jharkhand. The management of BCCL replied that her date of birth is recorded in E.D.P. record as 04.03.1946 while in other records of the concerned workman her date of birth is recorded as 26th day of July 1962. Being aggrieved by the said order of the management the concerned workman again filed W.P.(S.) No. 3566 of 2004 but the same was dismissed as infructuous with liberty to the petitioner to pursue the matter with the appropriate forum. In the meantime the concerned workman had raised I.D. Case before the Regional Labour Commissioner Central Dhanbad that ultimately resulted the present reference case no. In the meantime in the month of Feb 2006 the management of BCCL Godhar Colliery issued the retirement letter on the basis of manipulated recorded dated of birth in E.D.P. and on that basis forcibly retired the concerned workman from the services of BCCL on 01.04.2006 while her date of birth has been mentioned as 26.06.1983 in FORM-B register and ignoring this fact she was forcibly superannuated which is illegal and unjustified and therefore she is entitled to all the benefits since 01.04.2006 to her age of superannuation and at last it was prayed to decide this reference in favour of the workman.

4. On the other hand the case of the management as per the written statement filed on 10.02.2012 is that the concerned workman had filed a writ petition before the Hon'ble High Court of Jharkhand Ranchi vide W.P.(S) No. 3566 of 2004 and vide order dated 11.09.2006, the Hon'ble High Court had observed that for decision of the date of

birth the petitioner has liberty to seek appropriate remedy with appropriate forum. The original Form-B Service File including service excerpt in respect of above named female employee Smt. ParwaKamin was submitted before the Hon'ble High Court of Jharkhand in W.P.(S) No. 3566/2004. It has further been stated that the date of birth in E.D.P. has been recorded as 04.03.1946 and notice of retirement was issued to her vide letter No. 244 dated 04.02.2006 for her retirement on attaining the age of 60 years w.e.f. 01.04.2006 and thus the action of the Management of Godhur Colliery under Kusunda Area is just, fair and quite reasonable and the female employees is not entitled to get any relief in this case. In rejoinder portion it has been stated that the claim of the workman is not justified and the concerned female employee has been superannuated from the services of the company as per the documents available with the management duly submitted before the Hon'ble High Court in the W.P.(S) No. 3566 of 2004 and all other claims have also been denied and at last prayed to pass fit and proper order.

5. A rejoinder from the side of the workman has also been submitted to the W/S of the management on 02.07.2012 in which also the statement of claim made in the W/S of the workman has been repeated and the stand taken by the management in his W/S has been denied. Lastly submitting that the act of the management is not fair because the concerned workman was retired on the basis of false and fabricated documents since April, 2006 and prayed to set aside the forcible retirement with direction for resumption of duty with full wages and all the consequential benefits.

6. **Issue**

On the basis of pleadings of both the parties following issue has been framed:

i)Whether the action of the Management of Godhur Colliery under Kusunda Area of M/s BCCL in superannuating Smt. ParwaKamin, W/Loader from the services of the company w.e.f. 01.04.2006 is justified and legal? And if not, to what relief is the workman concerned entitled?

7. In support of her case, the concerned workman Parwa Kamin has examined herself as WW-1.

8. The following documentary evidences have been adduced from the side of the workman:

Exhibit W-1- Service Excerpts of the workman ParwaKamin

Exhibit W-2 – Copy of Form-B Register of the workman ParwaKamin

Exhibit W-3 – Medical Examination Report dated 21.06.1983

Exhibit W-4 – Medical Age Certificate

Exhibit W-5 – Application dated 10.03.2006 given by the workman to the Chairman-cum-Managing Director, BCCL regarding forcible retirement

Exhibit W-6 – Representation by the workman

Exhibit W-7 – Reply of the Project Officer dated 16.11.2006

Exhibit W-8 – Copy of Industrial Dispute Case before ALC Dhanbad

9. On the other hand the management has examined MW-1 M. K. Singh.

10. The management has also submitted the following documentary evidence:

Exhibit M-1 – Copy of Form-B Register of the workman.

11. Heard both sides and perused the materials on record.

12. The Ld. Counsel on behalf of the workman has submitted that in all the documents submitted by the workman, her date of birth has been recorded as 26.06.1962 as on the date of appointment on 26.06.1983 but forcibly she was retired w.e.f. 01.04.2006 which is illegal and prayed to allow the case of the workman and direct the management to provide her all the consequential benefits up to her actual date of retirement.

13. On the other hand, the Ld. Counsel on behalf of the management has submitted that the documents that have been filed by the workman in support of her date of birth is tempered one and therefore the same cannot be relied and the date of birth of the concerned workman in the E.D.P. Record is mentioned as 04.03.1946 and accordingly she has been superannuated w.e.f. 01.04.2006 and the claim of the workman is not justified and prayed to reject the same.

14. Now as regards the oral testimony of the workman, she has deposed in her affidavited examination-in-chief that she was appointed on 22.07.1983 on compassionate ground after death of her husband and at that time her age was assessed by the Medical Board constituted by the BCCL management as 25 years as on 26.06.1983 and in Form-B Register vide Sl. No. 2365 her date of birth has been mentioned as 26.06.1962. On 23.11.2000 she gave VRS-F application under the provision of VRS-F and requested to the management to provide a suitable job to her dependent son Raju Kumar. The VRS application of others were allowed but the application of the concerned workman was not processed then she filed W.P.(S) No. 1830/2004 before the Hon'ble Jharkhand High Court in which the order was

passed on 05.04.2004 and the management was directed to consider the VRS-F application and appointment of dependent within six weeks. Thereafter she gave application regarding the compliance of the same to the management and then she was replied that her date of birth is mentioned in E.D.P. at Koyla Bhawan as 04.03.1946 and as such her VRS-F application was not accepted. Being aggrieved from the same she again filed a fresh W.P.(S) No. 3566/2004 before the Hon'ble Jharkhand High Court and in the meantime the union raised an industrial dispute u/s 10 of the I.D. Act before the ALC(C), Dhanbad and accordingly the said writ petition was dismissed. On the basis of forged punching of date of birth in E.D.P. section without any document the management of BCCL issued a retirement letter dated 04.02.2006 and forcibly retired her from service. As such the action of the management is not justified and she is entitled to reinstatement with full back wages along with all consequential benefits. In cross-examination she has admitted that she got retired on 01.04.2006 and against it she went to the High Court but withdrew the same and thereafter the present reference was made. She was sent to the Medical Board for age test by the management and there was the ascertainment of her age and accordingly she may be allowed to continue in the job. She has denied that her claim is not justified.

15. Now as regards the documentary evidence **Exhibit of the workman, W-1** is the Service Excerpts of the concerned workman Smt. ParwaKamin which has been issued by the BCCL and it contains the full details including her date of birth as 26.06.1962 and date of appointment as 22.07.1983. The next documents is **Exhibit W-2**which is copy of Form-B which has also been issued by the BCCL and along with all other details this also contains the age of the workman as 21 years as on 26.06.1983. As regards **Exhibits W-3 and W-4,** these are the Medical Examination Report and Medical Certificate issued by the Medical Department of BCCL after examination of ParwaKamin and assessment of her age and as per this Exhibit W-4 document her age has been assessed as 25 years as on 21.06.1983. Next document is **Exhibit W-5** which is regarding forcible retirement of the concerned workman and this letter has been written by the concerned workman to the Chairman-cum-Managing Director BCCL and the details have been mentioned regarding her date of birth as 26.06.1962 as per the office issued Service Excerpts, 25 years as per her Medical Report at the time of appointment on 22.07.1983 but all of sudden she was issued retirement letter on 04.02.2006 in which her date of birth was mentioned as 04.02.1946 and she had prayed for correction of the same. **Exhibit W-6** is the representation given by the concerned workman to the Director Personal of M/s. BCCL, KoylaBhawan, Dhanbad, G.M. Area VI, M/s. BCCL, Kusunda, Dhanbad and the Agent, Godhar Colliery, Dhanbad and by this application request has been made to consider her application in the light of direction given by the Hon'ble Jharkhand High Court in W.P.(S) No. 1830/2004. **Exhibit W-7** is the letter/reply given by the Project Officer, Godhur Colliery to the ALC(C), Dhanbad regarding I.D. case and it has been stated that the matter was examined and it was found that the age has been correctly recorded in the record of the management i.e. NEIS and accordingly she has been superannuated w.e.f. 01.04.2006 on attaining the age of 60 years. **Exhibit W-8** is the copy of I.D. Case before the ALC(C), Dhanbad regarding forcible retirement.

16. Now as regards the oral evidence of the management, MW-1 M.K. Singh who is Sr. Personnel Manager, Kusunda Area has deposed that Smt. ParwaKamin was an employee of Godhur Colliery under Kusunda Area and she was issued superannuation notice as per the date of birth recorded in E.D.P. containing as 04.03.1946, for her retirement, attaining 60 years of age w.e.f. 01.04.2006. She had filed a writ petition before the Hon'ble High Court of Jharkhand at Ranchi. In pursuance of the order dated 05.04.2004 in W.P.(S) No. 1830 of 2004, on getting a petition from the ex-workman a reasoned order was passed on 04.06.2004 justifying the action of the management in not accepting VRS against Female VRS on 13.10.2000 against Circular dated 05.10.2000 which was valid up to 30.11.2000 and the same was further extended up to 31.07.2001. She had crossed the upper age limit of 55 years by that time. She further filed another writ petition before the Hon'ble High Court of Jharkhand at Ranchi vide WP(S) No. 3566 of 2004 and vide order dated 11.09.2006 the present case is going on. He has further stated that the date of birth in Form-B written as 21 years as on 26.06.1983 is tampered and as such not admitted by the management. In cross-examination he has denied that she was 21 years of age at the time of appointment i.e. in 1983.

17. The management has also adduced copy of Form-B that has been marked as Exhibit M-1 and on its perusal it is evident that the age of the concerned workman ParwaKamin has been mentioned as 21 years as on 26.06.1983.

18. On perusal of **Exhibit W-1** which is document of BCCL itself it is evident that the age of the concerned workman namely Smt. ParwaKamin is mentioned as 26.06.1962 but the management is silent on the point of genuineness of this document and likewise **Exhibit W-2**which is Form-B issued by the BCCL as well as Exhibit M-1 which is also the same, the management has taken the plea that the age that has been mentioned as 21 years as on 26.06.1983 in these documents are tampered but he has failed to explain and also failed to prove by cogent evidence as to how it has been tampered and who has tampered in these documents of BCCL and what action he has taken against the person who tampered it and most importantly the management has simply deposed in oral evidence that the concerned workman has been retired on the basis of her date of birth on 04.03.1946 as recorded in E.D.P but he has failed to prove the same by submitting any documentary evidence and secondly, he has also failed to explain as to where from and on which basis the date of birth of the concerned workman as 04.03.1946 was recorded in E.D.P. and in NEIS whereas the own documents of BCCL i.e. **Exhibit W-1, W-2 and M-1** clearly mention regarding the date of birth of the concerned workman as 26.06.1962. Not only this, even **Exhibit W-4** which is Medical Certificate regarding the assessed date of birth of the concerned workman ParwaKamin by the Medical Board constituted by the

BCCL itself, has found her age to be 25 years as on 21.06.1983 so despite all these, the date of birth of the concerned workman recorded by the management of BCCL as 04.03.1946 is without any basis, arbitrary, illegal and only with a view to forcibly superannuate the concerned workman which is also against the labour policy and labour and constitutional jurisprudence.

19. Considering all the above facts, circumstances and discussions of the evidence available on record, this Tribunal finds and holds that the action of the management of Godhur Colliery of Kusunda Area of M/s. BCCL in superannuating Smt. ParwaKamin W/Loader from the services of the company w.e.f. 01.04.2006 is neither justified nor legal and as her year of actual retirement has also passed, she is awarded a compensation of **Rs. 30 Lacs** due to the arbitrary, illegal, forcible and premature retirement by the BCCL. The management of BCCL is directed to ensure the payment of compensation to the concerned workman within a period of 2 months from the date of the publication of this Award. The issue and reference is answered accordingly.

Let the copies of Award in duplicate be sent to the Ministry of Labour& Employment, Government of India, New Delhi for information and notification.

SACHINDRA KUMAR PANDEY, Presiding Officer/Link Officer

नई दिल्ली, 18 मई, 2026

का.आ. 992.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार बीसीसीएल के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में **केन्द्रीय सरकार औद्योगिक अधिकरण -सह -श्रम न्यायालय, धनबाद-I,** के पंचाट **(संदर्भ संख्या 39/2020)** को प्रकाशित करती है,

[सं. एल –20012/18/2020-आईआर(सीएम-I)]

जयदीप यादव, उप निदेशक

New Delhi, the 18th May, 2026

S.O. 992.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award **(Ref. No. 39/2020)** of t**he Central Government Industrial Tribunal-cum-Labour Court, Dhanbad-I** as shown in the Annexure, in the industrial dispute between the Management of **BCCL.** and **their workmen.**

[No. L-20012/18/2020– IR (CM-I)]

JAIDEEP YADAV, Dy. Director

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO.1,DHANBAD

In the matter of reference U/S 10 (1) (d)& (2A) of I.D.Act. 1947.

Reference Case No. 39/2020

Parties:

Employers in relation to the management of Sijua Area

Of M/s. BCCL, Sijua, Dhanbad.

AND

Their Workman

Present: Shri Sachindra Kumar Pandey

Presiding Officer

Appearances:

For the Employers :- Sri D.K. Verma, Ld. Advocate.

For the workman :- None.

State : Jharkhand. Industry:-Coal

Dated 15/04/2026

AWARD

In exercise of powers conferred under clause (d) of sub-section (1) and sub –section (2A) of Section 10 of the Industrial Disputes Act, 1947 (14 of 1947),Government Of India through the Ministry of Labour, vide its Order No.L-20012/18/2020-IR(CM-I) dated 16/10/2020 has been pleased to refer the following dispute between the employer i.e. management of Sijua Area of M/s. BCCL, Dhanbad and their workman through Area Secretary, Rashtriya Colliery Mazdoor Congress, Sijua Area, Dhanbad for adjudication by this Tribunal:

SCHEDULE

"Whether the action of the management of Basedeopur Colliery under Sijua Area of M/s. BCCL in not providing employment to the dependent son of late Ruplal Saw, Ex-Minor Loader on compassionate ground under the provisions of NCWA is fair, justified and legal? If not, to what relief the dependent of late Ruplal Saw is entitled to?"

2. On receiving order no. L-20012/18/2020-IR(CM-I) dated 16/10/2020 Government of India, Ministry of Labour, New Delhi for adjudication of the dispute, Reference case no. 39 of 2020 was registered on 03.11.2020 and thereafter the notices were sent to the parties with a direction to appear and submit their written statements along with relevant documents and witnesses in support of their claims.

3. After receipt of the reference registered notices were sent to both the parties and Sri D.K. Verma, Ld. Advocate on behalf of the management appeared on 04.02.2021 and thereafter he remained present before the Tribunal but the workman/union failed to appear before this Tribunal and the notice of the workman/union returned with endorsement "अधूरा पता है प्राप्तकर्ता का नाम नहीं है इसलिए वापस". Thereafter on 04.07.2025 second regd. notice was issued to workman/union but he again failed to appear and the same was also returned with endorsement "पानेवाला का पता नहीं चला इसलिए वापस किया गया". Though on 28.11.2025 Sri D.K. Verma appeared and submitted that workman has not appeared since beginning so case may be closed.

4. On perusal of the entire case record it transpires that workman/union never appeared before this Tribunal since beginning which shows that the workman/union has lost his interest in this case and therefore, for the ends of justice, this case deserves to be dismissed for non prosecution.

5. Hence,

ORDERED

that this case is hereby dismissed for non prosecution and a "No Dispute Award" be drawn up in respect of the above reference case. Let the copies of Award in duplicate be sent to the Ministry of Labour & Employment, Government of India, New Delhi for information and notification.

SACHINDRA KUMAR PANDEY, Presiding Officer/Link Officer

नई दिल्ली, 18 मई, 2026

का.आ. 993.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार बीसीसीएल के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में **केन्द्रीय सरकार औद्योगिक अधिकरण–सह–श्रम न्यायालय, धनबाद-I,** के पंचाट **(संदर्भ संख्या 19/2012)** को प्रकाशित करती है,

[सं. एल –20012/119/2011-आईआर(सीएम-I)]

जयदीप यादव, उप निदेशक

New Delhi, the 18th May, 2026

S.O. 993.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award **(Ref. No. 19/2012*)*** of t**he Central Government Industrial Tribunal-cum-Labour Court, Dhanbad-I** as shown in the Annexure, in the industrial dispute between the Management of **BCCL.** and **their workmen.**

[No. L-20012/119/2011– IR (CM-I)]

JAIDEEP YADAV, Dy. Director

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO.1,DHANBAD

In the matter of reference U/S 10 (1) (d)& (2A) of I.D.Act. 1947.

Reference Case No. 19/2012

Parties:

Employers in relation to the management of Kusunda Area

Of M/s. BCCL, Kusunda, Dhanbad

AND

Their Workmen

Present: **Shri Sachindra Kumar Pandey**

Presiding Officer

Appearances:

For the Employers :-Sri Nitish Sahay, Ld. Advocate

For the workmen :-Sri Sadhan Banerjee, Representative

State : Jharkhand. Industry:-Coal

Dated 15/04/2026

AWARD

In exercise of powers conferred under clause (d) of sub-section (1) and sub –section (2A) of Section 10 of the Industrial Disputes Act, 1947 (14 of 1947) Government Of India through the Ministry of Labour, vide its Order No.L-20012/119/2011-IR(CM-I) dated 29/02/2012 has been pleased to refer the following dispute between the employer i.e. management of Kusunda Area of M/s. BCCL, Dhanbad and their workman through Secretary, Bihar Colliery Kamgar Union, Dhanbad for adjudication by this Tribunal:

SCHEDULE

"Whether the action of the management of Kusunda Colliery of M/s BCCL in not providing employment to Sri Sudharshan Tanti, the dependent son of Late Mangru Tanti under the provision of NCWA (after a lapse of more than 10 year from the date of death) is fair and justified? To what relief Sri Sudarshan Tanti, dependant son of Late Mangru Tanti is entitled to?"

2. It is pertinent to mention here that this reference case has already been disposed of by this Tribunal vide Award dated 17.01.2018 but the same was challenged by the management before the Hon'ble Jharkhand High Court in W.P.(L) No. 168 of 2019 in which the Hon'ble Court was pleased to set aside the Award passed by this Tribunal vide his Lordship order dated 12.08.2021 and the case was remanded to this Tribunal for passing fresh award by giving reasons.

3. The case of the applicant as per the written statement filed on his behalf is that Late Mangru Tanti was a permanent workman of Kusunda Colliery who has been working since long with unblemished record of service but unfortunately on 08.06.2000 he died during tenure of his service. His wife had already predeceased him. The dependent of Late Mangru Tanti namely Sudharshan Tanti immediately informed the management regarding the death of his father and in pursuance of the provision of NCWA the dependent son namely Sri Sudharshan Tanti applied for employment in place of his deceased father on 15.07.2001 and the management also assured him for the same. After the death of the deceased employee the applicant Sudharshan Tanti received Benevolent Fund from the management of BCCL and P.F. amount was paid by the CMPF Authority to the dependent son of the deceased after submitting Succession Certificate by him. The sponsoring union also represented before the management several times to provide employment to Sri Sudharshan Tanti but the anti-labour management neither provided any employment nor passed any speaking order for the same and seeing no other option the union on behalf of the concerned workman raised an Industrial Dispute before the A.L.C.(C) Dhanbad but due to adamant attitude of the management the Conciliation Proceeding ended in failure. Thereafter the Government referred this dispute before the Tribunal for adjudication and if there is any delay in this case that is on the part of the management only and the action of the management in not providing the dependent employment to Sri Sudharshan Tanti is neither fair nor justified rather it is illegal, arbitrary, unjustified and against the Principle of Natural Justice and prayed to pass award in favour of the applicant Sudharshan Tanti.

4. On the other hand the case of the management as per the written statement filed on 27.03.2014 is that this reference case is not maintainable. The deceased employee died on 08.06.2000 but the applicant never applied for the employment in prescribed period as per the circular. After the lapse of several years the sponsoring union raised the present industrial dispute in the year 2012 and therefore the present reference is not fit for adjudication. The object of granting compassionate employment is to enable the family to tide over the sudden crisis. For the implementation of the provisions of compassionate appointment the Chairman-cum-Managing Director of M/s BCCL issued a circular that the dependent of the deceased employee should apply for employment within 18 months from the date of death of the deceased employee. It is settled principle of law that the appointment on compassionate ground cannot be granted dehors the rules framed in this respect. The Delay defeats Equity and the party who comes late will suffer for delay and when the delay is abnormal the right should be extinguished. As per the Circular for implementation of NCWA the applicant is not entitled to get employment in BCCL. In rejoinder the management has denied the entire claim in all paragraphs of the W/S of the workman except those that are matter of record.

5. The workman has also filed a separate rejoinder to the W/S of the management in which he has again repeated the stand taken by him in his W/S and denied the claims of the management as well as the stand taken in his W/S.

6. **Issue**

On the basis of pleadings of both the parties following issue has been framed:

"Whether the action of the management of Kusunda Colliery of M/s. BCCL in not providing employment to Sri Sudharshan Tanti, the dependant son of late Mangru Tanti under the provision of NCWA (after a lapse of more than 10 year from the date of death) is fair and justified? To what relief Sri Sudharshan Tanti, dependant son of late Mangru Tanti is entitled to?"

7. In support of his case the applicant Sudharshan Tanti has examined himself as WW-1.

8. He has also submitted the following documentary evidence:

Exhibit W-1- Application Form for employment

Exhibit W-2 – Letter dated 11.01.2001 submitted by Sudharshan Tanti to Project Officer, K.O.C.P., Kusunda Area No. VI

Exhibit W-3 – Letter dated 17/21.08.2001 written by Project Officer, Kusunda Colliery to the S.P. Distt. MayurBhanj, Orissa

Exhibit W-4 – Office Order dated 31.03.1990 issued from the BCCL having descriptions of the family members of the deceased employee Mangru Tanti

Exhibit W-5 – Service Excerpts of Late Mangru Tanti

Exhibit W-6 – Certificate of family members issued by B.D.O

Exhibit W-7 – Residential Certificate issued by Office of the Tahasildar, Karanjia

Exhibit W-8 – Letter issued by the S.P. Mayurbhanj, Distt. Orissa to the Project Officer, Kusunda Colliery dated 02.10.2001

9. On the other hand the management has adduced no oral or documentary evidence.

10. Heard both sides and perused the materials on record.

11. The Ld. Representative of the applicant has submitted that Late Mangru Tanti was permanent employee of Kusunda Colliery but he died on 08.06.2000 during the tenure of his service and immediately thereafter his dependent son Sudharshan Tanti applied for dependent employment after completing all the formalities but the management did not consider his case and delayed it deliberately and if there is any delay that is only on the part of the management and not on the part of the applicant. As per provision of NCWA after the death of the deceased employee the dependent is fully entitled to the employment in his place and there is no limitation in the NCWA which is an agreement between the management, workman and the union and if there is any circular privately issued by the BCCL that is not binding on the union or workman and prayed to allow the case of the applicant and pass award in his favour.

12. On the other hand the Ld. Counsel on behalf of the management has submitted that Mangru Tanti was permanent employee of BCCL under Kusunda Colliery who died on 08.06.2000 but after his death the applicant never applied for employment in the prescribed period of 18 months as per the circular and this I.D. Case was raised after 12 years and therefore the same is not maintainable and the applicant is not entitled to get relief under dependent employment scheme in this case.

13. Now as regards the oral evidence of the workman WW-1 Sudharshan Tanti who is the applicant himself, he has deposed in his affidavited examination-in-chief that his father Late Mangru Tanti was a permanent employee of M/s BCCL at Kusunda Colliery but unfortunately he died on 08.06.2000 within the tenure of his service and soon thereafter he informed the management regarding the death of his father and also represented as per the provisions of the NCWA to provide him employment in place of his father. He has also submitted before this Court different documents that he has filed in support of his case which are marked as exhibits. It has further been stated that he had received all the legal dues such as PF, Gratuities etc from the management as the dependent son of Late Mangru Tanti and his father was only earning member of his family so after his death they are suffering from starvation. It transpires that the management failed to cross-examine this witness even after providing 2 different dates.

14. Thus it is clear that the facts stated in the examination-in-chief of WW-1 remain uncontroverted by the management and this witness has been able to prove this case on the point of death of the deceased Mangru Tanti, timely filing application by the applicant for dependent employment in place of his father as also that after the death of deceased employee who was the only earning member of the family, the applicant is suffering from starvation.

15. Now as regards the documentary evidence, **Exhibit W-1** is the application form in Proforma-I and on its perusal it is evident that this application form contains the full description of the deceased employee as well as the applicant Sudharshan Tanti. His photo is also affixed. This also contains the name of the family members and it bears the seal and signature of B.D.O. as well as Gram Mukhiya which further adds the authenticity of this application form. **Exhibit W-2** is the letter dated 11.01.2001 written by the applicant Sudharshan Tanti to the Project Officer, KOCP, Kusunda Area No. VI regarding the dependent employment after the death of his father Mangru Tanti and by this application he has submitted all the required documents for the employment in the office of the Project Officer and he has detailed 9 items of documents. **Exhibit W-3** is the letter dated 17/21.08.2001 written by the Project Officer, Kusunda Colliery to the S.P. Distt. Mayurbhaj, Orissa. It further appears that this is a reminder regarding the verification of the applicant Sudharshan Tanti and by this application it has been admitted that the applicant Sudharshan Tanti has submitted application for dependent employment under the provision of Clause 9:4:2 of the BCCL and his address and identity as well as the relation of the applicant with the deceased Mangru Tanti. Now **Exhibit W-4** is the Office Order of the BCCL dated 31.03.1990 by which the names of the family members have been ordered to be entered in the service excerpts of Mangru Tanti that also finds the name of the applicant Sudharshan Tanti as the son of the deceased workman Mangru Tanti. **Exhibit W-5** is the copy of Service Excerpts of Late Mangru Tanti issued from the BCCL and this contains the full details and description of the deceased Mangru Tanti and it also contains the name of the applicant Sudharshan Tanti as his son. **Exhibit W-6** is the family members certificate issued by B.D.O., Thakurmunda under his seal and signature which also contains the name of the applicant Sudharshan Tanti as the son of Late Mangru Tanti. **Exhibit W-7** is the Residential Certificate issued by the Revenue Officer under his seal and signature by which it has been certified that Sri Sudharshan Tanti, the son of Late Mangru Tanti is native of Distt. Mayurbhanj in the State of Orissa and he resides in Village Jamzenalia, P.S. Thakurmunda, Tahasil-Karanjia, Distt. Mayurbhanj.**Exhibit W-8** is the letter dated 02.10.2001 issued by the Superintendent of Police, Mayurbhanj District to the Project Officer, Kusunda Colliery regarding the verification of Character and antecedents of the applicant Sudharshan Tanti and on its perusal it transpires that in the verification, nothing adverse against him was found in the police records and the Verification Report to that effect has already been submitted by the Registered Post.

16. Thus on the basis of the above overwhelming evidences oral as well as documentary adduced from the side of the applicant it is established that Mangru Tanti who was permanent workman of Kusunda Colliery died on 08.06.2000 during the tenure of his service and his wife had already predeceased him and thereafter his dependent son/ applicant Sudharshan Tanti submitted application form **(Exhibit W-1)** as well as other documents on 11.01.2001 which is evident from **Exhibit W-2** and thereafter his police verification was also obtained by the BCCL which is evident from **Exhibit W-3 and W-8** in which nothing adverse against him was found in the police record. His name also finds mentioned as the son of Late Mangru Tanti in the BCCL official record i.e. Service Excerpts **(Exhibit W-5). Exhibit W-6** also proves that the applicant Sudharshan Tanti is the son of Late Mangru Tanti and is part of his family member. **Exhibit W-4** which is office order dated 31.03.1990 of the BCCL also proves the same and the management has failed to adduce any evidence contrary to the claim and evidence of the applicant Sudharshan Tanti regarding entitlement of his dependent employment in place of his father. What to speak of adducing any evidence contrary to the evidence of the applicant, the management has also failed to cross-examin WW-1 even after providing two opportunities.

In the W/S as well as arguments the Ld. Counsel for the management has only submitted that after the death of the deceased Mangru Tanti, the applicant Sudharshan Tanti never applied for dependent employment in place of his father and as per the Circular of the BCCL the application for dependent employment has to be submitted within 18 months of the death of the deceased employee but here in the instant case the claim/stand of the management is wrong because the deceased Mangru Tanti died on 08.06.2000 whereas **Exhibit W-2** shows that the application form along with all other required documents were submitted by the applicant Sudharshan Tanti in the office of the Project Officer, KOCP, Kusunda Area on 11.01.2001 i.e. after about 6 months from the death of the deceased employee and no contrary oral or documentary evidence on this point has been submitted on behalf of the management. Not only

this, the record also shows that the Police Verification proceeding was also already completed by the management but the dependent employment was never provided to the applicant which is contrary to the spirit of the Labour Jurisprudence as well as the NCWA and as regards the fact that this Industrial Dispute was raised after 12 years, this is also lame excuse and the delay if any caused in this case that is only attributed to the management and not to the applicant and therefore the applicant cannot be allowed to suffer and the management can not be allowed to reap the harvest of his own mistakes of sitting on the files of the claims of the applicants causing indefinite delay in taking decisions of the pending claims.

17. In view of above discussions of evidence this Tribunal finds and holds that the action of the management of Kusunda Colliery of M/s. BCCL in not providing employment to Sri Sudharshan Tanti, the dependent son of Late Mangru Tanti under the provision of NCWA (after lapse of more than 10 years from the date of death) is neither fair nor justified and the applicant Sudharshan Tanti, the dependent son of Late Mangru Tanti is entitled to dependent employment with retrospective effect with all the arrears of wages and other consequential benefits and accordingly the management is directed to provide dependent employment and all other benefits as held above, to the applicant Sudharshan Tanti within the period of 2 months from the date of publication of this Award. The reference/issue is answered/decided accordingly.

Let the copies of Award in duplicate be sent to the Ministry of Labour & Employment, Government of India, New Delhi for information and notification.

SACHINDRA KUMAR PANDEY, Presiding Officer/Link Officer

नई दिल्ली, 18 मई, 2026

का.आ. 994.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार बीसीसीएल के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में **केन्द्रीय सरकार औद्योगिक अधिकरण -सह -श्रम न्यायालय, धनबाद-I,** के पंचाट **(संदर्भ संख्या 24/2016)** को प्रकाशित करती है,

[सं. एल –20012/15/2016-आईआर(सीएम-I)]

जयदीप यादव, उप निदेशक

New Delhi, the 18th May, 2026

S.O. 994.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award **(Ref. No. 24/2016)** of t**he Central Government Industrial Tribunal-cum-Labour Court, Dhanbad-I** as shown in the Annexure, in the industrial dispute between the Management of **BCCL.** and **their workmen.**

[No. L-20012/15/2016– IR (CM-I)]

JAIDEEP YADAV, Dy. Director

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO.1,DHANBAD

In the matter of reference U/S 10 (1) (d)& (2A) of I.D.Act. 1947.

Reference Case No. 24/2016

Parties:

Employers in relation to the management of Katras Area

of M/s. BCCL, Dhanbad

AND

Their Workman

Present: Shri Sachindra Kumar Pandey

Presiding Officer

Appearances:

For the Employers :- Sri N.M. Kumar, Ld. Advocate

For the workman :- None.

State : Jharkhand. Industry:-Coal

Dated 15/04/2026

AWARD

In exercise of powers conferred under clause (d) of sub-section (1) and sub –section (2A) of Section 10 of the Industrial Disputes Act, 1947 (14 of 1947),Government Of India through the Ministry of Labour, vide its Order No.L-20012/15/2016-IR(CM-I) dated 10/06/2016 has been pleased to refer the following dispute between the employer i.e. management of Katras Area of M/s . BCCL, Dhanbad and their workman through General Secretary, Koyla Ispat Mazdoor Panchayat, Katrasgarh, Dhanbad for adjudication by this Tribunal:

SCHEDULE

"Whether the action of the management of Katras Area of M/s BCCL in terminating the services of Smt. Akri Kamin without providing employment to his son, Shri Lav Pandit is fair and justified? If not, to what relief the concerned workman is entitled?"

2. On receiving order no. L-20012/15/2016-IR(CM-I) dated 10/06/2016 Government of India, Ministry of Labour, New Delhi for adjudication of the dispute, Reference case no. 24 of 2016 was registered on 20.06.2016 and thereafter the notices were sent to the parties with a direction to appear and submit their written statements along with relevant documents and witnesses in support of their claims.

3. After receipt of the reference on 20.06.2016, this case record was put up after a long gap on 09.12.2020 and registered notices were sent to both parties but both the parties failed to appear before the Tribunal. Thereafter on 29.04.2022 Sri Rana S.K. Singh, Dy. Manager appeared but workman/union again failed to appear and after that management also failed to appear. Further Sri N.M. Kumar, Advocate on behalf of the management appeared on 29.02.2024 and after that he also failed to appear. Though on 25.07.2025, 26.09.2025 and 28.11.2025 Sri N.M. Kumar, Advocate on behalf of the management appeared and submitted that workman has not appeared since beginning. So case may be closed.

4. On perusal of the entire case record it transpires that workman/union has never appeared before this Tribunal since beginning which shows that he has lost his interest in this case and therefore, for the ends of justice, this case deserves to be dismissed for non prosecution.

5. Hence,

ORDERED

that this case is hereby dismissed for non prosecution and a "No Dispute Award" be drawn up in respect of the above reference case. Let the copies of Award in duplicate be sent to the Ministry of Labour & Employment, Government of India, New Delhi for information and notification.

SACHINDRA KUMAR PANDEY, Presiding Officer/Link Officer

नई दिल्ली, 18 मई, 2026

का.आ. 995.— औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार बीसीसीएल के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में **केन्द्रीय सरकार औद्योगिक अधिकरण-सह-श्रम न्यायालय, धनबाद-I,** के पंचाट **(संदर्भ संख्या 10/2016)** को प्रकाशित करती है,

[सं. एल –20012/138/2015-आईआर(सीएम-I)]

जयदीप यादव, उप निदेशक

New Delhi, the 18th May, 2026

S.O. 995.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award **(Ref. No. 10/2016*)*** of t**he Central Government Industrial Tribunal-cum-Labour Court, Dhanbad-I** as shown in the Annexure, in the industrial dispute between the Management of **BCCL.** and **their workmen.**

[No. L-20012/138/2015– IR (CM-I)]

JAIDEEP YADAV, Dy. Director

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO.1,DHANBAD

In the matter of reference U/S 10 (1) (d)& (2A) of I.D.Act. 1947.

Reference Case No. 10/2016

Parties:

Employer in relation to the management of Bastacolla Area

Of M/s. BCCL, Jharia, Dhanbad

AND

Their Workman

Present: Shri Sachindra Kumar Pandey

Presiding Officer

Appearances:

For the Employers :- Sri N.M.. Kumar, Ld. Advocate

For the workman :- None.

State : Jharkhand. Industry:-Coal

Dated 15/04/2026

AWARD

In exercise of powers conferred under clause (d) of sub-section (1) and sub –section (2A) of Section 10 of the Industrial Disputes Act, 1947 (14 of 1947),Government Of India through the Ministry of Labour, vide its Order No.L-20012/138/2015 -IR(CM-I) dated 15/12/2015 has been pleased to refer the following dispute between the employer i.e. management of Bastacolla Area of M/s. BCCL, Jharia, Dhanbad and their workman through Central Secretary, Jharkhand Colliery Mazdoor Union, Jeenagora, Dhanbad for adjudication by this Tribunal:

SCHEDULE

"Whether the action of the Management of Dobari Colliery under Bastacolla Area of M/s BCCL in dismissing Shri Mani Bhuia, Ex-Miner Loader, Pers. No. 02552149 from the services on 12.03.2000/03.04.2000 vide letter No. D/IX/2000/Pers.-714 of the company is fair and justified? To what relief the concerned workman is entitled to ?"

2. On receiving order no. L-20012/138/2015 -IR(CM-I) dated 15/12/2015 Government of India, Ministry of Labour, New Delhi for adjudication of the dispute, Reference case no. 10 of 2016 was registered on 04.01.2016 and thereafter the notices were sent to the parties with a direction to appear and submit their written statements along with relevant documents and witnesses in support of their claims.

3. After service of notice, both parties appeared previously and filed their authorities, W/S and subsequently rejoinder. It further appears that after 2017 this case was put up after a long gap on 14.06.2019 and registered notices were issued to both the parties and workman/union appeared till 24.12.2020 thereafter failed to appear. However Sri N.M. Kumar, Advocate for the management appeared and submitted that workman is not present since long so case may be closed.

4. On perusal of the entire case record it transpires that workman/union never appeared before this Tribunal since February 2021 which shows that he has lost his interest in this case and therefore, for the ends of justice, this case deserves to be dismissed for non prosecution.

5. Hence,

ORDERED

that this case is hereby dismissed for non prosecution and a "No Dispute Award" be drawn up in respect of the above reference case. Let the copies of Award in duplicate be sent to the Ministry of Labour & Employment, Government of India, New Delhi for information and notification.

SACHINDRA KUMAR PANDEY, Presiding Officer/Link Officer

नई दिल्ली, 18 मई, 2026

का.आ. 996.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार बीसीसीएल के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में **केन्द्रीय सरकार औद्योगिक अधिकरण–सह–श्रम न्यायालय, धनबाद-I,** के पंचाट **(संदर्भ संख्या** 38/2019) को प्रकाशित करती है,

[सं. एल –20012/67/2019-आईआर(सीएम-I)]

जयदीप यादव, उप निदेशक

New Delhi, the 18th May, 2026

S.O. 996.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award **(Ref. No. 38/2019***)* of t**he Central Government Industrial Tribunal-cum-Labour Court, Dhanbad-I** as shown in the Annexure, in the industrial dispute between the Management of **BCCL.** and **their workmen.**

[No. L-20012/67/2019– IR (CM-I)]

JAIDEEP YADAV, Dy. Director

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO.1,DHANBAD

In the matter of reference U/S 10 (1) (d)& (2A) of I.D.Act. 1947.

Reference Case No. 38/2019

Parties:

Employer in relation to the management of Govindpur Area No.III of M/s. BCCL, Sonardih, Dhanbad

AND

Their Workman

Present: Shri Sachindra Kumar Pandey

Presiding Officer

Appearances:

For the Employers :- Sri D.K. Verma, Ld. Advocate.

For the workman :- None.

State : Jharkhand. Industry:-Coal

Dated 18/03/2026

AWARD

In exercise of powers conferred under clause (d) of sub-section (1) and sub –section (2A) of Section 10 of the Industrial Disputes Act, 1947 (14 of 1947),Government Of India through the Ministry of Labour, vide its Order No.L-20012/67/2019-IR(CM-I) dated 15/11/2019 has been pleased to refer the following dispute between the employer i.e. management of Govindpur Area No.III of M/s. BCCL, Dhanbad and their workman through General Secretary, Koyla Ispat Mazdoor Panchayat, Katrasgarh, Dhanbad for adjudication by this Tribunal:

SCHEDULE

"Whether the action of the management in premature retirement of the workman, Sri Israil Ansari on 30.06.2017 instead of 31.01.2019 is justified? If not to what relief the concerned workman is entitled to?"

2. This case is taken through Special Campaign organized by Ministry of Labour & Employment, Govt. of India for disposal of pending cases.

3. On receiving order no. L-20012/67/2019-IR(CM-I) dated 15/11/2019 Government of India, Ministry of Labour, New Delhi for adjudication of the dispute, Reference case no. 38 of 2019 was registered on 17.12.2019 and thereafter the notices were sent to the parties with a direction to appear and submit their written statements along with relevant documents and witnesses in support of their claims.

4. After service of notice, Sri S.C. Gour, Advocate on behalf of the workman appeared on 20.02.2020 and filed his letter of authority along with written statement and he appeared on certain dates till 19.01.2021 thereafter he failed to appear before this Tribunal. However Sri D.K. Verma, Advocate on behalf of the management appeared and filed his letter of authority on 19.01.2021 and after that he remained present before this Tribunal and also filed written statement cum rejoinder. Thereafter again regd. notice was issued to the workman/union but he failed to appear. Today Sri D.K. Verma, Ld. Advocate on behalf of the management appeared and submits that workman/union not appeared since long so case may be closed. It transpires from the case record that workman/union failed to appear before the Tribunal since February 2021 which shows that workman/union has lost his interest in this case and therefore, this Tribunal is of the opinion that the case deserves to be dismissed due to non prosecution.

5. Hence,

ORDERED

that this case is hereby dismissed for non prosecution and a "No Dispute Award" be drawn up in respect of the above reference case. Let the copies of Award in duplicate be sent to the Ministry of Labour & Employment, Government of India, New Delhi for information and notification.

SACHINDRA KUMAR PANDEY, Presiding Officer/Link Officer

नई दिल्ली, 18 मई, 2026

का.आ. 997.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार बीसीसीएल के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में **केन्द्रीय सरकार औद्योगिक अधिकरण–सह–श्रम न्यायालय, धनबाद-II** के पंचाट **(संदर्भ संख्या** 53/2012) को प्रकाशित करती है,

[सं. एल –20012/2/2012-आईआर(सीएम-I)]

जयदीप यादव, उप निदेशक

New Delhi, the 18th May, 2026

S.O. 997.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award **(Ref. No. 53/2012*)*** of t**he Central Government Industrial Tribunal-cum-Labour Court, Dhanbad-II** as shown in the Annexure, in the industrial dispute between the Management of **BCCL.** and **their workmen.**

[No. L-20012/2/2012– IR (CM-I)]

JAIDEEP YADAV, Dy. Director

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO.2, DHANBAD

In the matter of reference U/S 10 (1) (d)& (2A) of I.D.Act, 1947

Ref. Case No.-53/2012

Parties :

Employer in relation to the management of Gopalichak Colliery of M/s. BCCL.

AND

Their Workman

Present : Shri Sachindra Kumar Pandey

Presiding Officer/Link Officer

Appearances:

For the Employers :-Shri D.K. Verma Ld. Advocate

For Workman :- None

State : Jharkhand Industry :- Coal

Dated: 13/03/2026

AWARD

1. In the present case, a Reference was received from the appropriate Government vide letter no. L-20012/2/2012-(IR(C-I)) dated 21/08/2012 under clause (d) of sub-section (1) and sub-section(2A) of section 10 of the I.D. Act. 1947 for adjudication of a dispute, terms of which are as under:-

SCHEDULE

"Whether the action of the management of Gopalichak Colliery of M/s. BCCL, in dismissing Sri Gopal Munda, Ex-M/Loader from the services of the company vide letter dated 6/16.7.2009 is fair and justified?, To what relief is the workman concerned entitled?"

2. In the endorsement made in reference order, the appropriate Government directed the parties raising the dispute to file statement of claim, complete with relevant document, list of reliance and witness with this Tribunal within 15 days of receipt of the reference order and to forward a copy of such statement of claims to the opposite parties involved in the dispute.

3. On receipt of the above reference, notice was sent to the workmen as well as the management and accordingly statement of claim and WS was filed by the parties but the case record shows that the case record is running at the stage of hearing on the petition filed on behalf of the workman but it further transpires that the workman is absent in this case since 31/08/2015 which makes it clear that the workman is not interested in this case and the registered notice sent to the workman was also returned back unserved whereas the address mentioned on the envelope is just the same as has been mentioned in the reference order.

4. In these circumstances, this Tribunal is left with no choice, except to pass a "No Dispute /claim" Award. Let this award be sent to the appropriate Government for publication as required u/s 17 of the Industrial Dispute Act, 1947.

SACHINDRA KUMAR PANDEY, Presiding Officer/Link Officer

नई दिल्ली, 14 मई, 2026

का.आ. 998.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार सीसीएल के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में **केन्द्रीय सरकार औद्योगिक अधिकरण–सह–श्रम न्यायालय, धनबाद-II** के पंचाट **(संदर्भ संख्या** 284/2001) को प्रकाशित करती है,

[सं. एल –20012/356/2001-आईआर(सीएम-I)]

जयदीप यादव, उप निदेशक

New Delhi, the 14th May, 2026

S.O. 998.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award **(Ref. No. 284/2001)** of t**he Central Government Industrial Tribunal-cum-Labour Court, Dhanbad-II** as shown in the Annexure, in the industrial dispute between the Management of **CCL.** and **their workmen.**

[No. L-20012/356/2001– IR (CM-I)]

JAIDEEP YADAV, Dy. Director

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO.2 , DHANBAD

In the matter of reference U/S 10 (1) (d) & (2A) of I.D. Act,1947.

Ref. Case No.- 284/2001

Parties :

Employer in relation to the management of Kathara Colliery

of M/s. CCL .

AND

Their Workman

Present : Shri Sachindra Kumar Pandey

Presiding Officer/Link Officer

Appearances:

For the Employers :- None

For Workman :- None

State : Jharkhand Industry :- Coal

Dated: 10th March, 2026

AWARD.

1. In the present case, a Reference was received from the appropriate Government vide letter no. L-20012/356/2001-(IR (CM-I)) dated 10/10/2001 under clause (d) of sub-section (1) and sub-section(2A) of section 10 of the I.D. Act. 1947 for adjudication of a dispute, terms of which are as under:-

SCHEDULE

"Whether the action of the management of Kathara Colliery of M/s. CCL , not fix the pay of Shri Baliram Pandey or to ante date his date of increment so as to bring it at par with his junior Shri Ram Pujan is justified ? If not, to what relief is the workman entitled?"

2. In the endorsement made in reference order, the appropriate Government directed the parties raising the dispute to file statement of claim, complete with relevant document, list of reliance and witness with this Tribunal within 15 days of receipt of the reference order and to forward a copy of such statement of claims to the opposite parties involved in the dispute.

3. On receipt of the above reference, notice was sent to the workman as well as the management and accordingly statement of claim and WS was filed by the parties and evidence was also adduced from this side of workman and now the case record is running in the stage of evidence of the management but the case record shows that the workman is absent since 23.02.2006 and no step is being taken on his behalf which is lingering the disposal of this case and which makes it clear that the workman is not interested in this case and the registered notice sent to the workman/Union was also returned back with the endorsement "Refused ".

4. In these circumstances, this Tribunal is left with no choice, except to pass a "No Dispute /claim" Award. Let this award be sent to the appropriate Government for publication as required u/s 17 of the Industrial Dispute Act, 1947.

SACHINDRA KUMAR PANDEY, Presiding Officer/Link Officer

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