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No. 20]

NEW DELHI, MAY 24—MAY 30, 2026, SATURDAY/JYAISHTHA 3—JYAISHTHA 9, 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 मंत्रालय

नई दिल्ली, 13 मई, 2026

का.आ. 999.—केन्द्रीय सरकार (संघ के शासकीय प्रयोजनों के लिए) राजभाषा नियम, 1976 के नियम 10 के उपनियम (4) के अनुसरण में, विदेश मंत्रालय के क्षेत्रीय पासपोर्ट कार्यालय, चौथी मंजिल, स्टालिन सेंटरल, डी.नं. गवर्नरपेट एम.जी. रोड विजयवाड़ा, जिसके 80% से अधिक कर्मचारियों ने हिंदी का कार्यसाधक ज्ञान प्राप्त कर लिया हैं, को अधिसूचित करती है।

[फा. सं. क्यू/हिंदी/621/21/2018]

अंजु रंजन, संयुक्त सचिव

MINISTRY OF EXTERNAL AFFAIRS

New Delhi, the 13th May, 2026

S.O. 999.—In pursuance of sub-rule(4) of Rule 10 of the Official Language (Use for the official purpose of the Union) Rules, 1976, the Central Government hereby notifies Regional Passport Office, 4th floor, Stalin Central, D. No. 27-37-158, Governorpet, M.G. Road, Vijayawada- 520002 office of the Ministry of External Affairs, more than 80% staff whereof have acquired working knowledge of Hindi.

[F. No. Q/Hindi/621/21/2018]

ANJU RANJAN, Jt. Secy.

वाणिज्य और उद्योग मंत्रालय

(उद्योग संवर्धन और आंतरिक व्यापार विभाग)

नई दिल्ली, 5 मई, 2026

का.आ. 1000.—केन्द्रीय सरकार, राजभाषा (संघ के शासकीय प्रयोजनों के लिए प्रयोग) नियम 1976 के नियम 10 के उप-नियम (4) के अनुसरण में उद्योग संवर्धन और आंतरिक व्यापार विभाग के प्रशासनिक नियंत्रणाधीन निम्नलिखित संस्थान, जिसके 80% से अधिक कर्मचारियों ने हिंदी का कार्यसाधक ज्ञान प्राप्त कर लिया है, को अधिसूचित करती है:

फुटवियर डिजाइन एंड डेवलपमेंट इंस्टिट्यूट,

एन.एच.-07, बनूर, चंडीगढ़, पंजाब-140601

[फा. सं ई-11017/3/2022-हिंदी]

डॉ. काजल, संयुक्त सचिव

MINISTRY OF COMMERCE AND INDUSTRY

(Department for Promotion of Industry and Internal Trade)

New Delhi, the 5th May, 2026

S.O. 1000.—In pursuance of Sub-Rule (4) of Rule 10 of the official language (Use for official purposes of the Union) Rules 1976, the Central Government hereby notifies the following office under administrative control of Department for Promotion of Industry & Internal Trade whose more than 80% staff have acquired working knowledge of Hindi:

Footwear Design & Development Institute,

N.H.-07, BANUR, CHANDIGARH, PUNJAB-140601

[F. No. E-11017/3/2022-Hindi]

Dr. KAJAL, Jt. Secy.

आवासन और शहरी कार्य मंत्रालय

नई दिल्ली, 19 मई, 2026

का.आ. 1001.—केन्द्रीय सरकार एतद्द्वारा आवासन और शहरी कार्य मंत्रालय के प्रशासनिक नियंत्रणाधीन हिंदुस्तान स्टीलवर्क्स कन्स्ट्रक्शन लिमिटेड, जिसके 80% से अधिक अधिकारियों और कर्मचारियों ने हिंदी का कार्यसाधक ज्ञान प्राप्त कर लिया है, को राजभाषा (संघ के शासकीय प्रयोजनों के लिए प्रयोग) नियम-10 के उप नियम (4) के अंतर्गत अधिसूचित करती है :

1. हिंदुस्तान स्टीलवर्क्स कन्स्ट्रक्शन लिमिटेड, निगमित कार्यालय, ततिय तल, एनबीसीसी स्क्वायर, प्लॉट सं. 111 एफ /2, एक्शन एरिया -III, न्यू टाउन, राजराहट, कोलकाता-7000135

[फा. सं. ई-11017/5/2013-हिंदी]

गोपाल प्रसाद, आर्थिक सलाहकार

MINISTRY OF HOUSING AND URBAN AFFAIRS

New Delhi, the 19th May, 2026

S.O. 1001.—In pursuance of sub-rule (4) of Rule 10 of Official Language (Use for official purpose of the Union) Rule, 1976, the Central Government hereby notifies the following office of the Hindustan Steelworks Construction Limited under administrative control of Ministry of Housing and Urban Affairs, where more than 80% of officers/employees have attained working knowledge of Hindi:

1. Hindustan Steelworks Construction Limited, 3rd floor, NBCC square, Plot No. 111F/2, Action Area-III, New Town, Rajarhat, Kolkata-700135.

[F. No. E-11017/5/2013-Hindi]

GOPAL PRASAD, , Economic Advisor

श्रम और रोजगार मंत्रालय

नई दिल्ली, 20 मई, 2026

का.आ. 1002.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार बड़ौदा गुजरात ग्रामीण बैंक (अब गुजरात ग्रामीण बैंक) के प्रबंधतंत्र, संबद्ध नियोजकों और उनके कर्मचारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय अहमदाबाद के पंचाट (25/2025) प्रकाशित करती है।

[सं.एल-12025/01/2026-आई.आर.(बी-1)-136]

सलोनी, उप निदेशक

MINISTRY OF LABOUR AND EMPLOYMENT

New Delhi, the 20th May, 2026

S.O. 1002.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. 25/2025) of the *Cent.Govt.Indus.Tribunal-cum-Labour Court Ahmedabad* as shown in the Annexure, in the industrial dispute between the management of Baroda Gujarat Gramin Bank (now Gujarat Gramin Bank) and their workmen.

[No. L-12025/01/2026 – IR (B-I)-136]

SALONI, Dy. Director

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

Present....

Radha Mohan Chaturvedi,

Presiding Officer (I/c),

CGIT-cum-Labour Court,

Ahmedabad

Dated 09th March, 2026

Reference (CGITA) No. - 25 / 2025

The Chairman,

Baroda Gujarat Gramin Bank (now Gujarat Gramin Bank),

Head Office, 3rd & 4th Floor, Suraj Plaza – I,

Sayajigunj, Vadodara – 390005

..... First Party

V/s

The General Secretary,

Baroda Gujarat Gramin Bank Employees Congress and

Baroda Gujarat Gramin Bank Employees Congress,

B Sanidhya Township, Nr. New VIP Road,

Vadodara – 390022

.....Second Party

For the First Party

: None

For the Second Party

: None

AWARD

The Dy. Chief Labour Commissioner, O/o Dy. CLC (C), Ahmedabad, have in exercise of powers conferred by sub-section (5) of Section 12 read with sub-section (2A) of Section 10 of the Industrial Disputes Act, 1947 of the Central Government and delegated to the Dy. Chief Labour Commissioner in pursuance of the notifications of the Government of India, Ministry of Labour and Employment, published in the Gazette of India, Extraordinary Part II, Section 3, Sub-section (ii) vide S.O. 1262 (E) and 1263 (E) dated 17.03.2023, referred the below mentioned dispute vide reference adjudication Order No. BRC/RLC/7(16)/2023 dated 14.10.2025 for adjudication to this Tribunal.

SCHEDULE

“Whether the demand of General Secretary, Baroda Gujarat Gramin Bank Officer’s Congress and Baroda Gujarat Gramin Bank Employee’s Congress against the Chairman, Baroda Gujarat Gramin Bank, Vadodara regarding unlawful recovery of 22 months salary of employees in the name of PF / NPS, pending allowances and staff benefits, stopping of unfair labour practice, providing all statutory provisions under government guideline for workmen and disabled employees and starting compassionate appointment in the Bank as per Circular Point No. 82 consider case of 5 years before effective date by the management of Baroda Gujarat Gramin Bank, Vadodara is legal, proper and justified? If yes, what relief is the disputant union entitled in the matter?”

“Whether the action of Baroda Gujarat Gramin Bank terminating Shri Sagar Baraiya, office bearer of union during the pendency of conciliation is legal, proper and just? If so, to what relief to Shri Sagar Baraiya is entitled to?”

1. The reference was received on Samadhan Portal and downloaded on 12.11.2025. The case is listed for filing of statement of claim by the second party union.
2. As the reference was received on Samadhan Portal, it is pre-assumed that the reference has also been received by the respective parties through Samadhan Portal.
3. A period of more than three months has been elapsed but none has appeared and filed the statement of claim as directed and expected by the Government.
4. In considered opinion of this Tribunal, it is established that either the claimant of this dispute is not interested to prosecute the claim or the said dispute is no more in existence.
5. It is therefore just & proper to pass an award considering “no claim” filed by the second party.
6. The award is passed as above. The award be sent for publication U/s 17(1) of Industrial Disputes Act, 1947.

RADHA MOHAN CHATURVEDI , Presiding Officer (I/c)

नई दिल्ली, 20 मई, 2026

का.आ. 1003.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार सेंट्रल बैंक ऑफ इंडिया के प्रबंधतंत्र, संबद्ध नियोजकों और उनके कर्मकारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय अहमदाबाद के पंचाट (41/2025) प्रकाशित करती है।

[सं.एल-39025/01/2026-आई.आर.(बी- II)-52]

सलोनी, उप निदेशक

New Delhi, the 20th May, 2026

S.O. 1003.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref.41/2025) of the *Cent.Govt.Indus.Tribunal-cum-Labour Court Ahmedabad* as shown in the Annexure, in the industrial dispute between the management of Central Bank of India and their workmen

[No. L-39025/01/2026- IR(B-II)-52]

SALONI, Dy. Director

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

Present....

Radha Mohan Chaturvedi,

Presiding Officer (I/c),

CGIT-cum-Labour Court,

Ahmedabad

Dated 08th April, 2026**Reference (CGITA) No. - 41/2025**

Central Bank of India,

ZO, Ahmedabad

..... First Party

V/s

Gujarat Bank Workers Union,

8, Jagnath Plot Rahbar,

Rajkot (Gujarat) – 360002

.....Second Party

For the First Party

: None

For the Second Party

: None

AWARD

The Dy. Chief Labour Commissioner, O/o Dy. CLC (C), Ahmedabad, have in exercise of powers conferred by sub-section (5) of Section 12 read with sub-section (2A) of Section 10 of the Industrial Disputes Act, 1947 of the Central Government and delegated to the Dy. Chief Labour Commissioner in pursuance of the notifications of the Government of India, Ministry of Labour and Employment, published in the Gazette of India, Extraordinary Part II, Section 3, Sub-section (ii) vide S.O. 1262 (E) and 1263 (E) dated 17.03.2023, referred the below mentioned dispute vide reference adjudication Order No. ALC/RJT/8(1)/2025 dated 30.10.2025 for adjudication to this Tribunal.

SCHEDULE

“Whether the recovery demand raised by the Gujarat Bank Workers Union, under Section 33-C of the Industrial Disputes Act, 1947, against the management of Central Bank of India, towards payment of full salary for the suspension period of Ms. Nauka Chavda, Customer Service Associate, Central Bank of India, Virnagar Branch (under Rajkot Regional Office), who was placed under suspension by the Central Bank of India management is justified, in light of the fact that she was directed to attend the bank’s regional office at Rajkot on a full-day basis throughout the suspension period?”

1. The reference was received on Samadhan Portal and downloaded on 12.11.2025. The case is listed for filing of statement of claim by the second party union / workmen.
2. As the reference was received on Samadhan Portal, it is pre-assumed that the reference has also been received by the respective parties through Samadhan Portal.
3. A period of more than 4 months has been elapsed but none has appeared and filed the statement of claim as directed and expected by the Government.

4. In considered opinion of this Tribunal, it is established that either the claimant of this dispute is not interested to prosecute the claim or the said dispute is no more in existence.
5. It is therefore just & proper to pass an award considering “no claim” filed by the second party.
6. The award is passed as above. The award be sent for publication U/s 17(1) of Industrial Disputes Act, 1947.

RADHA MOHAN CHATURVEDI , Presiding Officer (I/c)

नई दिल्ली, 19 मई, 2026

का.आ. 1004.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार डब्ल्यू सीएल के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण - सह - श्रम न्यायालय, जबलपुर केपंचाट(एलसी/ आर-149/2017) को प्रकाशित करती है,

[सं.एल-22012/58/2017-आई.आर.(सीएम- II)]

जयदीप यादव, उप निदेशक

New Delhi, the 19th May, 2026

S.O. 1004.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (**Reference.LC/R/149/2017**) of the **Central Government Industrial Tribunal-cum-Labour Court, Jabalpur** as shown in the Annexure, in the industrial dispute between the Management of **W.C.L** and their workmen,

[No. L-22012/58/2017 – IR (CM-II)]

JAIDEEP YADAV, Dy. Director

ANNEXURE

THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL, JABALPUR

NO. CGIT/LC/R/149/2017

Present: P.K.Srivastava

H.J.S.(Retd.)

Mahamantri,

Bhartiya Koyal Khadan Mazdoor Sangh (BMS),

Vishawkarma Bhawan,

Post – Parasia, Distt. Chhindwara (M.P.) - 480441

Workman

Versues

Deputy Chief Srmayukt (Central),

Jabalpur (M.P.)

Management

(JUDGMENT)

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

As per letter dated 16.11.2017 by the Government of India, Ministry of Labour, New Delhi, the reference is made to this Tribunal under Section-10 of Industrial Disputes Act, 1947 (in short the ‘Act’) as per Notification No. L-22012/58/2017 (IR(CM-II)) dt. 16.11.2017. The dispute under reference relates to:

“क्या, महाप्रबंधक, वेकालि, पंच क्षेत्र, परासिया, जिला- छिंदवाड़ा द्वारा श्री राजेंद्र श्रीवास्तव, सीनि० ओवर मेन, गणपति खान, वेकालि, पंच क्षेत्र को वर्ष 2008 में प्रबंधन द्वारा पदोन्नति हेतु जारी सामान्य दिशा निर्देश क्रमांक डब्ल्यूसीएल/

आईआर/ एसई/ 1293 दिनांक 30/8/02 के अनुसार पदोन्नत ना किया जाना न्यायसंगत है? यदि नहीं तो आवेदक क्या अनुतोष पाने का अधिकारी है?"

According to the Workman Union the Workman Rajendra Shrivastava was initially appointed in 1987 w.e.f. 16.05.1987 as Mining Sardar Technician-C and was posted in Ganpati Khaan. He was promoted to the post of Overman T&S Grade B in 1994, w.e.f. 01.07.1994. There was no complaint against him and he worked all the time to the satisfaction his superiors. He was further promoted to Senior Overman. The Management issued a Seniority List of Senior Overman in which the name of the Workman stood at serial No. 38. Departmental Promotion Committee was constituted by Management in 2007-08 for promotion from the Post of Overman to Senior Overman. The Committee considered Annual Confidential Reports of three years. The Annual Confidential Report of the Workman for the year 2003-04 and 2004-05 was very good, he was awarded full marks on the basis of Annual Confidential Report of these years, but due to average rating of the workman for the year 2005-06 in his Annual Confidential Report, he was awarded zero marks for this year and was refused promotion by the Committee. He raised this issue through the Union, the Management assured to look into the matter. It is also alleged that this average entry was never communicated to him hence, it could not be considered by the promotion committee against him. This entry was mala fide, incorrect and was awarded just to deter him from Union activities. Separate Departmental Promotion Committee was constituted by Management, in the year 2009-10 and the workman was promoted to the post of Senior Overman on the basis of recommendation of this committee in the light of his ratings in his Annual Confidential Report for last three years.

According to the Workman Union, the action of Departmental Promotion Committee constituted in the year 2007-08 not recommending his name for promotion on the basis of average entry of one year as mention above, which was never communicated to him is unjust, illegal and arbitrary. The workman has prayed that Management be directed to promote him from the date 18.06.2008 i.e. the date from which the recommendation of the Departmental Promotion Committee constituted in the year 2007-08 for promoting other workman from the post of Overman to Senior Overman was accepted and implemented and be granted all the benefits with respect to pay and other consequential benefits.

Case of the Management is that, the departmental promotion Committee constituted in 2007-08 considered the case of the Workman along with other workman for promotion from the post of Overman to Senior Overman as per rules, marks were to be awarded on the basis of entries of the Workman for preceding three years. The Workman was rated excellent for two years, for which he was give full marks but for the third year since he was rated average he was given zero marks as per the Rules and thus could not cross the criteria for promotion. He was recommended for promotion in the year 2009-10 by the Departmental Promotion Committee constituted in the year 2007-08 on the basis of his rating in his Annual Confidential Reports.

Both the sides have filed affidavits and documents which will be referred to as and when required. The facts and documents are not disputed in this case.

I have heard argument of Learned Counsel for the Workman Union Mr. Arun Patel and Mr. Neeraj Kewat Learned Counsel for Management. I have gone through the record as well.

As per rules, the ratings in the Annual Confidential Report for three years preceding the date in which the Departmental Promotion Committee considers the case of promotion is to be looked into. In the rules, marks have been fixed for entries. These two facts are not disputed between the parties. This is also not disputed that, the Workman was awarded average rating in one year within this there appears time period when the first Departmental Promotion Committee constituted in 2007-08 considering the case of workman for promotion. This is also not disputed that as per Rules he was awarded zero mark for his average rating in one year and thus he could not cross the threshold for promotion.

Learned Counsel for the workman union has submitted that the Management could not file proceeding of the Departmental Promotion Committee constituted in 2009-10, hence it will be deemed that the Management has promoted the workman in the light of negotiations between the Union and the Management in which the management has assured the Union to look into the case of the workman regarding promotion. **Hence**, the management was required to promote the workman from 18.06.2008. I am not inclined to accept this argument because legality of promotion process of 2007-08 is the issue in the case in hand.

There is on record, photocopy of General Instructions issued on 30.08.2002 by the Management of Western Coalfield regarding promotion of non-executive employees. It goes to show that, entries and ratings for three years will be considered by the Promotion Committee. The Promotion from the post of Overman to Senior Overman shall be on the basis of recommendations of Promotion Committee. It also mentions that, marks will be given on the basis of performance and ratings in the last three years recorded in Annual Confidential Report. The total marks of performance will be 60, outstanding rating will be given 20 marks, for good rating shall be given 15 marks and good rating shall be given 10 marks. These rules have been challenged.

Since, the promotion is on merit cum seniority basis, the action of Management Committee in awarding zero mark for the Average Entry for one year and thus action of Departmental Promotion Committee in not recommending the Workman for promotion on the ground that he could not be qualify for promotion on the basis of his overall marking cannot be held to be unjust or illegal or arbitrary.

On the basis of above discussion and findings, the reference is answered as follows.

AWARD

Holding the action of management of the Western Coal Field Limited in non-promotion of Shri Rajendra Shrivastava, Senior Overman, Ganpati Mine, WCL, Pench Area, in the year 2008, lawful and justified, the workman is held entitled to no relief.

No order as to cost.

DATE:- 02.02.2026

P.K. SRIVASTAVA, Presiding Officer

नई दिल्ली, 20 मई, 2026

का.आ. 1005.—औद्योगिक विवाद अधिनियम 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार पंजाब नैशनल बैंक के प्रबंधतंत्र, संबद्ध नियोजकों और उनके कर्मकारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय **चंडीगढ़-I** के पंचाट (39/2022) प्रकाशित करती है।

[सं.एल-39025/01/2026-आई.आर.(बी-II)-54]

सलोनी, उप निदेशक

New Delhi, the 20th May, 2026

S.O. 1005.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. 39/2022) of the *Cent.Govt.Indus.Tribunal-cum-Labour Court Chandigarh-I* as shown in the Annexure, in the industrial dispute between the management of Punjab National Bank and their workmen.

[No. L-39025/01/2026 – IR (B-II)-54]

SALONI, Dy. Director

ANNEXURE

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

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

ID No. 39/2022

Registered on – 04.08.2022

Naresh Kumar S/o Sh. Kanshi Ram R/o Village & PO Dhoun-Kothi, , Tehsil Sadar, Distt. Bilaspur, H.P.

..... Workman

Versus

1. The Manager, Punjab National Bank, Branch Office VPO Beri Barmana, Tehsil Sadar, Distt. Bilaspur, H.P.
2. General Manager, Circle Office Punjab National Bank, Shandilya Niwas, Kalyan Bhawan, Near Hotel Ambusha, Distt. Solan, H.P-173212.

.....Respondents

Present:- None for Workman

Sh. Mukul Chauhan proxy to Sh. Saurav Verma, AR for respondents.

Award :01.04.2026

1. Workman has filed the present claim petition under Section 2A of the Industrial Disputes Act, 1947 (hereinafter called the Act) against his termination and claiming reinstatement into service along with full back wages and arrear.
2. The case is fixed for cross-examination of workman. However, no one is turning up on behalf of workman from last three dates. Today also, no one turned up on behalf of workman. The workman has been given sufficient opportunities for his cross examination, but he did not turned up in spite of the opportunities afforded to him for his cross examination, which shows that he is not interested in adjudication of the matter on merit.
3. Since the workman is not appearing for his cross examination, as such, this Tribunal is left with no choice, except to pass a 'No Claim Award'. Accordingly, 'No Claim Award' is passed in the present Industrial Dispute.
4. Let copy of this award be sent to the Appropriate Government as required under Section 17 of the Act for publication.

KAMAL KANT, PO-cum-Link Officer

नई दिल्ली, 19 मई, 2026

का.आ. 1006.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार डब्ल्यू.सी.एल के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार आद्योगिक अधिकरण - सह - श्रम न्यायालय, जबलपुर के पंचाट(एलसी/ए-10/2017) को प्रकाशित करती है,

[सं.एल-22013/01/2026-आई.आर.(सीएम-II)]

जयदीप यादव, उप निदेशक

New Delhi, the 19th May, 2026

S.O. 1006.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (**Reference. LC/A/10/2017**) of the **Central Government Industrial Tribunal-cum-Labour Court, Jabalpur** as shown in the Annexure, in the industrial dispute between the Management of **W.C.L** and their workmen,

[No. L-22013/01/2026 – IR (CM-II)]

JAIDEEP YADAV, Dy. Director

ANNEXURE**THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL, JABALPUR****NO. CGIT/LC/A/10/2017****Present: P.K. Srivastava****H.J.S.(Retd.)**

1. **General Secretary R.K.K.M.S (INTUC)**
Regional Chanda Meta,
Post Chanda Meta, Dist-Chindwara M.P.
2. **Shri Chetram Nag,**
Senior Clerk Tansi Mine, WCL,
Kanhan Area, Post Rampur Tansi,
Police station/Tehsil Damua
Dist Chindwara M.P.

Workman

Versues

1. **C.M.D, W.C.L Head Quarter**
Coal State Civil Lines Seminary Hills,
Nagpur (Maharashtra)
2. **Chief General Manager,**
W.C.L Kanhan Area, Post Dungaria,
Junnardeva Dist. Chindawara (M.P)
3. **Manager of Mining,**
Tansi Mine, W.C.L Kanhan Area
Post Rampur Tansi Dist Chindwara (M.P)
4. **Shri Y.S. Rajpoot,**
Inquiry Officer/Manager (Mining)

Management**(AWARD)****(Passed on this 27th day of February, 2026)**

Petitioner has filed this petition under Section 33 of the Industrial Disputes Act, 1947 with the case that they have filed a case before this Tribunal under Section 13 of the Act which is registered and is pending disposal as Case A/10/2017 against issuing charge sheet by the Management. During pendency of the case, the Management has issued punishment order which is in violation of Section 33 of the Act. It is prayed that the action of Management in issuing punishment order on the basis of the charge sheet as stated above is in violation of Section 33 of the Act, hence, the punishment is liable to be set-aside. They have prayed for the setting aside of the punishment order.

Case of the Management is that, the Workman involve in the case absented himself unauthorizedly and without intimation to the Management. Charge-sheet was issued to him and after enquiry, he was terminated vide order dated 15.06.2017. The dispute in the case A/10/2017 was registered before Tribunal on 03.07.2017 i.e. after passing of punishment order. Hence, the petition is not maintainable.

The petitioners never appeared in this case.

I have heard argument of Learned Senior Counsel for the Management Mr. Anoop Nair and have gone through the record.

Since it is established that, the punishment order was passed before institution of case A/10/2017, the case in hand is not covered under Section 33 of the Act. The petition is thus liable to be dismissed and is dismissed accordingly.

ORDER**Petitions dismissed.****No order as to cost.****DATE:- 27.02.2026**

P.K. SRIVASTAVA , Presiding Officer

नई दिल्ली, 19 मई, 2026

का.आ. 1007.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार एम्स के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में **केन्द्रीय सरकार औद्योगिक अधिकरण - सह - श्रम न्यायालय, जबलपुर** के पंचाट (एलसी/आर-19/2025) को प्रकाशित करती है,

[सं.एल-22013/01/2026-आई.आर.(सीएम-II)]

जयदीप यादव, उप निदेशक

New Delhi, the 19th May, 2026

S.O. 1007.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (**Reference. LC/R/19/2025**) of the **Central Government Industrial Tribunal-cum-Labour Court, Jabalpur** as shown in the Annexure, in the industrial dispute between the Management of **AIIMS** and their workmen,

[No. L-22013/01/2026 – IR (CM-II)]

JAIDEEP YADAV, Dy. Director

ANNEXURE**THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL, JABALPUR****NO. CGIT/LC/R/19/2025****Present: P.K.Srivastava****H.J.S.(Retd.)****General Secretary****Theka Shramik Sngh AIIMS Bhopal (BMS)****33, Anupam Nagar, Face-2, B.D.A. Road,****Avadhpuri, Bhopal, Madhya Pradesh-462022****Workman****Versus****1. Director****AIIMS, Saket Nagar****Bhopal (M.P.)-462020****2. Director/Incharge****Isha Protectional Security Security Guard****Private Limited,****S/3, Plot No. 275, Subhag Home, Sarvadharam****Colony, A-Sector, Kolar Road, Bhopal (MP)-462042****Management****AWARD****(Passed on this 03rd day of February - 2026.)**

As per letter dated 24/12/2024 by the Deputy Labour Commissioner (Central), Jabalpur, Government of India, Ministry of Labour, the reference is made to this Tribunal under Section-10 of I.D. Act, 1947 as per reference number **RLC-8(31)2023 dt. 24/12/2024**. The dispute under reference related to :-

“Whether the termination of 23 Security Guards/ Workmen working in M/s. AIIMS, Bhopal through M/s. Isha Protectional Security Guard Pvt. Ltd. is illegal as alleged by the union Theka Shramik Sangh AIIMS Bhopal (BMS)? If yes, then what relief the Security Guards/ Workmen are entitled to?”

After registering a case on the basis of the reference, notices were sent to the parties and served. Mr. Saurabh Shrivastava learned Counsel present for Management of AIIMS. Workman Union side never appeared. None of the parties filed any Statement of Claim or Written Statement of Defense.

Since, the initial burden to prove its case is on the workman union side, in which it has failed to discharge. Hence, holding the claim of the workman union not proved, the reference stands answered against it.

DATE: 03/02/2026**P.K. SRIVASTAVA, Presiding Officer**

नई दिल्ली, 19 मई, 2026

का.आ. 1008.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार डब्ल्यू.सी.एल के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार आद्योगिक अधिकरण - सह - श्रम न्यायालय, जबलपुर के पंचाट (एलसी/आर-63/2024) को प्रकाशित करती है,

[सं.एल-22013/01/2026-आई.आर.(सीएम-II)]

जयदीप यादव, उप निदेशक

New Delhi, the 19th May, 2026

S.O. 1008.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (**Reference. LC/R/63/2024**) of the **Central Government Industrial Tribunal-cum-Labour Court, Jabalpur** as shown in the Annexure, in the industrial dispute between the Management of **W.C.L** and their workmen,

[No. L-22013/01/2026 – IR (CM-II)]

JAIDEEP YADAV, Dy. Director

ANNEXURE

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

NO. CGIT/LC/ R/63/2024

Present: P.K.Srivastava

H.J.S.(Retd.)

The Secretary,

Lal Jhanda Coal Mines Mazdoor Union (CITU),

R/o CITU Office Pathakhhera,

PO Pathakhhera Area,

Betul, M.P.- 460449

Workman

V/s

The Area Personnel Manager,

Western Coalfields Ltd. Pathakhhera,

PO Pathakhhera Area,

Betul M.P.

Management

(JUDGMENT)

(Passed on this 27th day of February, 2026)

As per letter dated **18/09/2024** by the Government of India, Ministry of Labour, New Delhi, the reference has been made to this Tribunal under **Section-10 of Industrial Disputes Act, 1947** (in short the '*Act*') as per Notification **No. RLC-8(3)2024** dt. **18/09/2024**. The dispute under reference relates to:-

"Whether the action of the management of Western Coalfields Ltd., Pathakhhera Area, Betul (MP) in terminating the services of Shri Anil Ramakant Pandey, Electrical Foreman w.e.f. 19.04.2024 is legal and justified? If not, what relief the workman Shri Anil Ramakant Pandey, is entitled to?"

The undisputed facts relevant to this issue are mainly that a charge sheet issued against the workman by management with allegations of misconduct committed by him under **Clause 26.18, 26.19, 26.22 and 26.39 of Certified Standing Orders** and was served on the workman. According to the workman, he submitted a letter to the management on 09.01.2024 and requested for evidence in support of charges to enable him to reply the allegations which was not granting and departmental inquiry was ordered by management. The inquiry was conducted against the principles of natural justice without according opportunity to the workman to defend himself. It is further the case of workman that he had filed a W.P. No. 1645/2024 before Hon'ble High Court of M.P. at Jabalpur in which the management was directed to supply him the documents sought by him vide his letter, within 30 days from the date of order i.e., 05.02.2024 but this order was never complied with by management. The workman was served a show-cause notice dated 08/09.04.2024 sent to him by the registered post in which he was required show-cause and put his case with respect to the inquiry report within seven days from today. Since, the show-cause was received by the workman on 15.04.2024 he had seven days time ending on 21.04.2024 to reply the show-cause notice dated 08/09.04.2024 but the management passed order of punishment of dismissal from service on 19.04.2024 which is arbitrary and illegal. It is also the case of workman that the charge-sheet was issued by an Officer who was not authorized to issued and punishment order was passed by an Officer unauthorized to pass such order. Hence, the whole proceeding as well the punishment is illegal.

Management has pleaded that charge-sheet with suspension order was served on workman on 05.02.2024. He filed his reply of charge-sheet on 09.01.2024. A detailed inquiry was ordered and Inquiry Committee was constituted by management on 23.01.2024. Notice of inquiry was sent to the workman but he never participated in the inquiry, the Inquiry Officer prepared his report and submitted before the management holding the charges proved against the workman. In the meanwhile, the workman approached Hon'ble High Court by way of filing W.P. No. 1645/2024 in which following directions were issued by Hon'ble High Court :-

"Petitioner requires certain documents for his defense in departmental inquiry. It is submitted that respondent may consider his representation and supply the documents."

According to management, the workman was served a second show-cause notice dated 09.04.2024 on his registered e-mail address and registered post informing him that charges framed against him were found to be true and he could be potentially dismissed from service should he fail to refuse to partake in the departmental inquiry proceedings and submit documents in his defense within a week of service of notice, this notice was served on the workman on his registered email address on 10.04.2024 and by registered post on 12.04.2024. He did sign a written acknowledgement of the receipt of the registered post filed by management. The workman was also served the inquiry report, documents relevant to inquiry proceedings and video clips prayed by him in the aforesaid writ. The workman did not file any reply to the second show-cause notice. Since the conduct of the workman made a strong case for dismissal, he was dismissed by management.

The management has also pleaded that in the Certified Standing Orders, in Training Centre situate at HQ at Nagpur, the Competent Authority to recommend dismissal/discharge/removal of the workman is Head of Personnel/Admin Department of the Area and approving authority is the General Manager/Chief General Manager.

The Preliminary Issue was framed by order dated 30.04.2025 is as follows:-

Whether, the charge sheet and punishment order including the inquiry is bad in law as the charge sheet and punishment have been issued by Officer Incompetent ?

After hearing both the sides, preliminary issue was decided vide order dated 16.06.2025, the departmental enquiry was held vitiated in law. Management was granted opportunity to prove the charges before this Tribunal.

Management has filed affidavit of its witnesses Sarita Chandelkar, Kalim Uddin, Pradeep, Dilip Ahakey, Atik Qureshi and Jeevan Singh Chauhan, as their Examination-in-chief, these witnesses have been cross-examined by the workman, the workman side has filed affidavit his affidavit as his Examination-in-chief and he has been cross-examined by management.

I have heard argument of the workman in person and management representative Mr. Yogeshwar Sahu on this Preliminary Issue. Parties have preferred written arguments also, which are part of record. I have gone through the written arguments and the record as well.

Following issues are framed, on the basis of perusal of record, in the light of rival arguments.

(1) Whether the management has successfully proved the charges?

(2) Punishment, if the charges are proved?

Issue No. 1

The case of the management with respect to the charges is that one security guard, Chandan Modi who was deputed on duty in the night on 02.01.2024 at Satpura, died in suspicious circumstances. The applicant Anil Ramakant Pandey who was an employee of the management and representative of Union, collected around 40

security guards on 03.01.2024 at about 13:00 hours at the Regional Office of the Company in Pathakheda. He threatened Jeevan Singh Chauhan, the Regional Security Officer, Pathakheda, misbehaved with him and intimidated him. He further got signed a written agreement by Jeevan Singh Chauhan by way of threatening him and also abetted a mob of security guards to misbehave with Jeevan Singh Chauhan. Thus, committed misconduct under clause 26.18, 26.19, 26.22 and 26.39 of the Certified Standing Orders of the Company which are as follows:-

- “26:18 - Assaulting/attempting to assault or threatening or abusing a superior officer, colleague or subordinate while on duty or in service.**
- 26:19 – Using siege, coercion, intimidation, wrongful confinement, or child abuse to force management to accept any demands.**
- 26:22 - Any deliberate act that violates discipline or harms the interests of the company.**
- 26:39 – Inducing misconduct.”**

The main victim and witness of incident is Security Officer, Jeevan Singh Chauhan, in his affidavit as his Examination-in-chief, this witness has stated that he had the charge of Area Security Officer, Pathakheda from 10.02.2021 to 10.02.2024. On 03.01.2024 at about 7:00 AM, he received telephonic information that Chandan Modi, Security Personnel did not returned home after performing his night duty. This witness further state in his affidavit that he was not well during these days and was on medical leave since 01.01.2024 but considering the seriousness of the matter, he proceeded to the spot. Shortly after his arrival, dead body of the security guard, Chandan Modi was recovered from nearby drain by the Security Personnel alongwith police officers. At about 13:30 hours, the Additional Superintendent of Police, reached at the crime scene and inspected the spot, also expressed desire to see the CCTV footage available in the Control Room, she was taken to the Control Room, this witness accompanied her to the Control Room situated in the E & T Department of Area Office. This witness goes to state that he was informed that Anil Ramakant Pandey, the petitioner workman had arrived alongwith a group of Security Personnel and wanted to meet him. He came out of the Control Room and found Anil Ramakant Pandey standing there alongwith approximately 40 Security Personnel. He told on enquiry that he had come there to talk to the witness and question as to why Chandan Modi was put to duty alone. Thereafter, the petitioner was asked by the witness to come to the Office for discussion but he refused. This witness further states that at that time while he was standing by leaning on the bonnet of Bolero Jeep, parked in front of Information and Communication Department, the petitioner workman came and stood in front of him alongwith group of Security Personnel surrounding the witness and the petitioner. The petitioner threatened him by saying that henceforth no security guard would be put on duty alone at any post and two security guards must be posted at each duty point. He also insisted that Area Security Officer must go for night patrolling two days a week. As stated by this witness in his affidavit, he tried to convince the petitioner stating that this matter could be discussed officially but the petitioner shouted that only an assurance is not be sufficient and the witness must give it in writing at the very place and time. At his insistence, his colleagues also raised their voices, the petitioner called for a paper and dictated the contents that two Security Personnel shall be posted at each post, and no one shall perform duty alone and that the number of patrolling would be five. Under these situations and apprehensions disturbance of peace, the witness wrote down as dictated by the petitioner workman and on being compelled by the petitioner workman, he signed on that paper just to avoid any untoward incident. This witness states thereafter that he verbally informed his senior officers about this incident and on 05.01.2024 submitted written complaint to the Area General Manager also a complaint to police on 07.01.2024. The petitioner workman was a member of Lal Jhanda Coal Mines Mazdoor Union whereas the deceased Chandan Modi was the member of AITUC.

The witness Jeevan Singh Chauhan has been further Examined-in-chief by management. He has proved photographs said to be of the time of alleged occurrence and CCTV footage recorded at the time of alleged occurrence alongwith certificate regarding its genuineness. He has also proved his two written complaints, one to management and other to police as well receipt dated 16.08.2023.

In his cross-examination by petitioner workman, this witness admits that the persons collected were informed, that the petitioner workman stated that if this witness did not sign, the petitioner workman will see to it “देख लेंगे”, the petitioner workman also shouted that till the Area Security Officer and General Manager does not come on spot, the dead body will not move. This witness admits in his cross-examination that the petitioner workman was pressurizing him not due to his fault but because of the fact that he was union representative. Also that, the fact that the petitioner workman did not allow the dead body to be moved was informed to him by other persons. He further states that he does not remember what words were used by the petitioner workman as an abuse to the witness and that the petitioner workman and around 40 workers had surrounded him at that time.

The other workmen, who are said to be eye witnesses of the alleged incident, have broadly corroborated witness Jeevan Singh Chauhan in their affidavits as their Examination-in-chief.

In his cross-examination by workman, witness Atik Qureshi, has stated that the police was not called by the Security Officer, Jeevan Singh Chauhan, and the Additional Superintendent of Police, was not present at the time of alleged incident. They came at the place after hearing noise. Also that, before this incident, two Security Personnel was deputed together on night duty. He also admits that at the time of alleged incident, he was in the office.

Witness Dilip Ahakey, has stated that Jeevan Singh Chauhan was detained by the petitioner workman with Security Personnel and was released after he signed the agreement. He further states that Jeevan Singh Chauhan was not abused by the petitioner workman. Jeevan Singh Chauhan did not seek police help at that time. He was present just behind Jeevan Singh Chauhan at the time of incident.

Witness Pradeep, has stated that his affidavit was in English, he does not know English, he has signed his affidavit as directed by the management. He further states that he and Atik Qureshi, reached at the place of incident. He further stated that the mob had detained Jeevan Singh Chauhan, he also stood there with the mob. He also states that no abuse was heard at Jeevan Singh Chauhan neither was any force was used by anyone including the petitioner workman nor was he intimidated by the mob and it is true that everyone present there was asking Jeevan Singh Chauhan to sign the agreement.

Witness Kalim Uddin, has stated that he has been charge sheeted earlier, he was present near to Jeevan Singh Chauhan at the time of incident and nobody attacked him, he was not detained by anybody. The petitioner workman had abused Jeevan Singh Chauhan but he does not recollect the words said in abuse to the witness Jeevan Singh Chauhan.

Witness Sarita Chandelkar, has stated that she was also a union representative, a Treasurer of one Union, she has denied that Jeevan Singh Chauhan was attacked, intimidated, threatened, abused or forced to sign any undertaking. She admits that the Security Personnel had surrounded him at the time of incident.

The photos filed and proved, only show the presence of the petitioner workman with Jeevan Singh Chauhan, Area Security Officer and also the fact that many other persons had surrounded both of them. Jeevan Singh Chauhan was writing some documents and the petitioner workman was pointing out about the documents.

The Pen-drive has been played. It contains two videos and six photographs. The photographs are the same which have been filed and proved in the case in hand as Ex-M/1. The videos also do not show any threatening, abuse, misbehavior and wrongful confinement of Jeevan Singh Chauhan by the petitioner workman or the persons present there at the time of incident. It shows only that Jeevan Singh Chauhan was reading out what he has written and in the next video the petitioner workman pointing out him at the written paper by way of his fingers.

The settled proposition of law with respect to prove of charges in departmental enquiry is that the standard of proof is not that of beyond reasonable doubt but to the extent of reasonable probability. Following judgments in this respect are reproduced 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, going through the statements of the witnesses as mentioned above in light of photographs and videos recorded, it comes out that what abuses were heard is nowhere in the statements of any of the witnesses, including the alleged victim and the witnesses are not consistent with respect to charge of forceful detention of Jeevan Singh Chauhan or any threatening to Jeevan Singh Chauhan by the petitioner workman or other persons present there or abuses. It has to be kept in mind that the petitioner workman was Union Leader at that time, a co-workman has died in suspicious circumstances, naturally there was anger prevailing at that time in the workers. Being representative of the union, it was not unjustified on his part rather he was duty bound to go on the spot and talk to the management with respect to the incident as well measures to prevent such incidents.

It is quite natural that when such incident has happened, the atmosphere could not have been normal there when the mob of 40 persons is there, the petitioner could not be in a position to control each and everyone from the mob. In these circumstances, the act of the petitioner workman in going at the spot with co-workers and talk with the Security Officer who was responsible for the security in this respect is not unjustified. **Hence, in these facts and circumstances, the charges of misconduct as alleged are held not proved against the petitioner workman.**

Issue No. 1 is answered accordingly.

Issue No. 2

Before proceeding, Judgment of Hon'ble Supreme Court in the case of *Deepali Gundu Surwase, (2013)10SCC 324* requires to be reproduced hereunder:-

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

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

ii) 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.

iii) 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 averments 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.

iv) 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.

v) *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 victimizing the employee or workman, then the concerned Court or Tribunal 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 be kept in view that in the cases of wrongful/ illegal termination of service, the wrongdoer is the employer and sufferer is the employee/workman and there is no justification to give 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.*

vi) *In a number of cases, the superior Courts have interfered with the award of the primary adjudicatory authority on the premise that finalization 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 Private Limited v. Employees of Hindustan Tin Works Private Limited (supra).*

vii) *The observation made in J.K. Synthetics Ltd. v. K.P. Agrawal (supra) 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 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."*

In the case in hand, the charges against the petitioner workman have been held not proved. Relying on the proposition of law laid down by Hon'ble Supreme Court in the above referred cases, the petitioner workman is held entitled to be reinstated. The termination of the petitioner workman by the management is liable to be set aside and he is entitled to be reinstated with all back-wages and benefits.

Issue No. 2 stands answered accordingly.

Hence, on the basis of above discussions and findings, the reference deserves to be answered accordingly;

AWARD

"Holding the action of the management of Western Coalfields Ltd., Pathakhara Area, Betul (MP) in terminating the services of Shri Anil Ramakant Pandey, Electrical Foreman w.e.f. 19.04.2024, illegal and unjustified, he is entitled to be reinstated with all back-wages and benefits, the Reference stands answered accordingly."

No order as to cost.

DATE:- 27-02-2026

P.K. SRIVASTAVA, Presiding Officer

नई दिल्ली, 19 मई, 2026

का.आ. 1009.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार एस.ई.एल.सी.के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण - सह - श्रम न्यायालय, जबलपुर के पंचाट(एलसी/आर-68/2023) को प्रकाशित करती है,

[सं.एल-22013/01/2026-आई.आर.(सीएम-II)]

जयदीप यादव, उप निदेशक

New Delhi, the 19th May, 2026

S.O. 1009.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (**Reference.LC/R/68/2023**) of the **Central Government Industrial Tribunal-cum-Labour Court, Jabalpur** as shown in the Annexure, in the industrial dispute between the Management of S.E.C.L and their workmen,

[No. L-22013/01/2026 – IR (CM-II)]

JAIDEEP YADAV, Dy. Director

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

NO. CGIT/LC/R/68/2023

Present: P.K.Srivastava

H.J.S..(Retd)

**Sujeet Kumar Sahu,
S/o Late Dhwaja Ram Sahu,
Village Dewari, Po Korshi, Pamgarh,
Janjgir- Champa,
Chhattisgarh- 495556**

Workman

Vs

**Subarea Manager,
Kudri Project,
Under G.M. SECL, Johila Area,
Post- Nowrozabad,
District Umariya (M.P.)- 484555,
Johila**

Management

(JUDGMENT)

(Passed on this 25th day of February, 2026)

As per letter dated 11/08/2023 by the Government of India, Ministry of Labour, New Delhi, the reference has been made to this Tribunal under **Section-10 of Industrial Disputes Act, 1947** (in short the '*Act*') as per Notification No. J-5(28)/2023-RLC dt. 11/08/2023. The dispute under reference relates to:-

"1. Whether the action of the management of SECL Bilaspur in terminating the workman Shri Dhwaja Ram Sahu w.e.f. 07.02.2007 on departmental enquiry basis is legal, fair and justified? If not, what relief the workman is entitled to and from which date?"

2. Whether the demand of the Union Sanyukta Shramik Sangathit Asangathit Sangh, Chhattisgarh from the management of SECL, Bilaspur for seeking compassionate appointment for Shri Sujeet Kumar Sahu s/o late Dhwaja Ram Sahu under clause 9.3.0 NCWA.IV of Coal India Ltd. Is legal, fair and justified? If yes, than what relief the workman is entitled to and from which date?"

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

Case of the applicant is mainly that his father Dhwaja Ram Sahu was a permanent employee of the management. He went missing from 20.10.2005. The missing report was lodged with the Police station on 01.02.2006. A public notice was published in newspapers thereafter on 29.05.2013. Police filed a report that he could not be searched and probably has died. The Police enquiry was closed. The mother of the petitioner filed a representation before the management for the first time in 2006 seeking appointment on compassionate ground due to non-appearance and probable death of the workman, Dhwaja Ram Sahu but the management initiated a departmental enquiry which proceeded ex-parte against workman. Management was informed during the enquiry that he has gone missing after duty hours since 20.10.2005 but the enquiry proceeded against him which is unjust and is vitiated in law because it is against the principles of natural justice. Also, alleged that the enquiry officer wrongly held the charges proved and the punishment is also disproportionate to the charges. Also that the action of management in not granting appointment to the petitioner on compassionate ground treating his father dead as he was not traceable is also unjust in law.

Case of the management is that after the workman Dhwaja Ram Sahu did not report on duty after 20.10.2005, a show cause notice was issued to him, which was not responded to thereafter, a departmental enquiry was conducted against him, notices were issued to him on his address mentioned in his service record. He did not appear hence, enquiry proceeded ex-parte against him. It was further pleaded that the charges were rightly held

proved and the punishment is also proportionate the charges. Also that since death of the workman was not established, the petitioner was rightly not granted appointment on compassionate ground.

Both the sides have filed their affidavits as their Examination-in-chief and have been cross-examined by opposite side.

Enquiry papers have also been filed which are on record.

Following preliminary issue was framed on the basis of pleading vide order dated 11.09.2024.

“Whether the departmental enquiry conducted is just legal and proper?”

In evidence on record, this preliminary issue was decided vide order dated 08.12.2025, the departmental enquiry was held just, legal and proper. This order is part of this Judgment and Award.

Following Additional Issues were framed:-

- 1) ***Whether the charges have been held rightly proved in the enquiry?***
- 2) ***Whether the punishment awarded is just, legal and proper?***
- 3) ***Whether the dependant son of the workman Dhawaja Ram Sahu is entitled to compassionate appointment, treating the workman Dhawaja Ram Sahu as dead on duty during is service tenure?***

Parties were directed to file their respective evidence on these additional issues, no additional evidence was filed. Union have filed affidavit in the matter.

I have heard argument of workman union representative Mr. Tapan Kumar Chakravarti and Mr. Neeraj Kewat, Learned Counsel for management and I have gone through the record.

The documents with respect to enquiry are on record. I have gone through the record as well.

Additional issue No. 1

According to workman side charge against the workman was that he absented himself from duty place without any intimation and without getting any leave sanctioned from 21.10.2005 till 19.01.2006 i.e., the date of issuing of charge sheet. Hence, committed misconduct under clause 26.24 and 26.30 of Certified Standing Orders.

Perusal of enquiry papers reveals that during enquiry, the attendance sheet of the workman was filed which corroborated this fact. It also comes out that during enquiry the fact that the workman disappeared after working hours from work place and never came home was informed with local police, information in this respect was given to the management also. This is also established that the workman did not appear before the enquiry officer during inquiry, he also did not file any reply to the show cause notice served on his family. The enquiry papers also reveal that the letters/notices sent to the workman were returned back mentioning that he was not found at his address. This is further established from the enquiry papers that the workman had not applied for leave nor did he inform the management. Hence, the finding of the enquiry officer that the charge that the workman left his place and absented himself from his workplace for the period mentioned in the charge sheet without getting any leave sanctioned and without intimation to management is held proved and finding of the enquiry officer as well concurrence by the disciplinary authority is held justified in law.

Additional Issue No. 1 is answered accordingly.

Additional Issue No.2

Keeping in view the nature of the charges, the punishment of removal of workman from service cannot be held to be disproportionate hence, holding the punishment proportionate the charges.

Additional Issue No.2 is answered accordingly.

Additional Issue No. 3

The Union representative has referred to clause 9.3.2, 9.3.3 and 9.3.4 of Certified Standing Order which is being reproduced as follows:-

“9.3.2 Employment to one dependant of the worker who dies while in service

In so far as female dependants are concerned, their employment/payment of monetary compensation would be governed by para 9.5.0.

9.3.3 *the dependant for this purpose means the wife/husband as the case may be, unmarried daughter, son and legally adopted son. If no such direct dependant is available for employment, brother, widowed daughter/widowed daughter-in-law or son-in-law residing with the deceased and almost wholly dependant on the earnings of the deceased may be considered to be the dependant of the deceased.*

9.3.4 *the dependants to be considered for employment should be physically fit and suitable for employment and aged not more than 35 years provided that the age limit in case of employment of female spouse would be 45 years as given in Clause 9.5.0. In so far as male spouse is concerned, there would be no age limit regarding provision of employment."*

It is established from these clauses that the claim of compassionate appointment as a dependant of the employee who died in service will be admissible only after the fact of death in service is established. The workman side has filed judgment of Civil Judge Pamgarh District, Jaanjgeer, Champa (C.G.) in civil Case No. 14A/2021 in which the civil death of the workman Dhawaja Ram Sahu is presumed, this Judgment and Decree is of date 19.10.2022 i.e., much years after the date of termination of the workman Dhawaja Ram Sahu. This Judgment cannot be a ground to presume death of the said workman during service. Hence, the claim of compassionate appointment on the ground of death of father while in service is not admissible to the applicant nor in the case in hand.

Additional Issue No. 3 is answered accordingly.

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

AWARD

1. Holding the action of the management of SECL Bilaspur in terminating the workman Shri Dhawaja Ram Sahu w.e.f. 07.02.2007 on departmental enquiry basis legal, fair and justified, he is entitled to no relief.

2. Holding the demand of the Union Sanyukta Shramik Sangathit Asangathit Sangh, Chhattisgarh from the management of SECL, Bilaspur for seeking compassionate appointment for Shri Sujeet Kumar Sahu s/o late Dhawaja Ram Sahu under clause 9.3.0 NCWA.IV of Coal India Ltd. unjustified, the applicant is held entitled to no relief.

No order as to cost.

DATE:- 25-02-2026

P.K. SRIVASTAVA, Presiding Officer

नई दिल्ली, 19 मई, 2026

का.आ. 1010.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार एन.सी.एल के प्रबंधन के संबंधित नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण - सह - श्रम न्यायालय, जबलपुर के पंचाट (एलसी/आरसी-01/2019) को प्रकाशित करती है,

[सं.एल-22013/01/2026-आई.आर.(सीएम-II)]

जयदीप यादव, उप निदेशक

New Delhi, the 19th May, 2026

S.O. 1010.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (**Reference.LC/RC/01/2019**) of the **Central Government Industrial Tribunal-cum-Labour Court, Jabalpur** as shown in the Annexure, in the industrial dispute between the Management of N.C.L and their workmen,

[No. L-22013/01/2026 – IR (CM-II)]

JAIDEEP YADAV, Dy. Director

ANNEXURE

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

NO. CGIT/LC/RC/01/2019

Present: P.K.Srivastava

H.J.S.(Retd.)

1. Sajjad Hussain ,

S/o Lt. Sheikh Tazabbul Hussain,

R/o Gram Chingetola, Post Podi,
District Singrauli (MP)- 486879

Petitioner/Workman

Versus

1. Chairman cum Managing Director/Review Officer,
Northern Coalfields Limited (Mineral Company)
Post Singrauli Colliery,
District Singrauli (M.P.) Pin-486879
2. Director (Personnel)/Appellate Authority,
Northern Coalfields Limited (Mineral Company)
Post Singrauli Colliery,
District Singrauli (M.P.) Pin-486879
3. Disciplinary Officer/Deputy General Manager (Mines)
Mahodra, Kharia Project Northern Coalfields Limited
(Mineral Company) Post Singrauli Colliery,
Singrauli (M.P.) Pin-486879

Respondents/Management

AWARD

(Passed on this 04th day of February, 2026)

The workman has filed this petition *u/s 2-A (2&3) of the Industrial Disputes Act, 1947* as amended by *Amendment Act of 2010* (in short '*The Act*') against the management seeking setting aside of his alleged illegal termination from service by the management.

The facts connected are mainly that he was issued a charge-sheet by management with an allegation of misconduct by absenting himself from work without any sufficient cause and without any intimation to management as well without getting any leave sanctioned. He submitted a reply on 24.01.2015 in which he stated that he could not attend his duties due to death of his father, sickness of his mother, construction of his house and his personal problems and requested the management to give him a chance assuring the management that this mistake will not be repeated, the management permitted him to join on 24.01.2015. He was served an order of management dated 15.04.2017 by which his services were terminated by management without any enquiry and without giving him opportunity to defend. He preferred a departmental appeal against the termination order which was wrongly dismissed. Enquiry Officer wrongly held the charges proved and punishment sought was disproportionate to the charges.

The workman has prayed for setting aside of his termination from service by management, he be reinstated with all back wages and benefits.

The case of the management is that the workman Sajjad Hussain was appointed on compassionate basis as a dependant son of his deceased father Sheikh Tazabbul Hussain, who was an employee of management. He was a habitual absentee, who did not improve himself inspite of warnings. Thereafter, he was issued a charge-sheet on 12.12.2014 with an allegation of misconduct by habitually and unauthorizedly absenting himself from workplace without intimation to management or without getting any leave sanctioned, which is misconduct under Clause 26.30 and 26.22 of the Certified Standing Orders. He submitted a reply and was permitted to resume duty subject to disciplinary proceedings. He did not resume duty and continued to remain absent from workplace. He was issued again a second charge-sheet dated 24.07.2015 with the same misconduct allegations. He did not submit any reply to the charge-sheet, hence management decided to conduct an enquiry. He participated in the enquiry but absented later on in the enquiry. The enquiry was conducted and the Enquiry Officer submitted his enquiry report dated 27.06.2016 holding the misconduct proved. He was issued a show-cause notice with copy of enquiry report, which was served on him but did not submit any reply. Hence, the Disciplinary Authority passed the impugned punishment. He preferred departmental appeal against the punishment which was dismissed after hearing, the charges were rightly held proved and punishment is also proportionate to the charges proved.

Following preliminary issue was framed on the basis of pleadings.

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

In evidence, on the basis of preliminary issue, the workman and management filed affidavits of their witnesses as their Examination-in-chief, these witnesses were cross-examined. Management also filed and proved enquiry documents.

Preliminary issue was decided after hearing, vide order dated 05.03.2025 holding the departmental enquiry just, legal and proper. This order is part of this Judgment and Award.

Following Additional issues were framed thereafter:-

- 1. *Whether the charges are proved?***
- 2. *Whether the punishment is proportionate to the charges proved?***
- 3. *Whether the workman is entitled to any relief?***

Parties were given opportunity to lead evidence on these additional issues, no evidence was adduced.

I have heard argument of Learned Counsel Mr. Praveen Yadav for petitioner/workman, and Mr. Neeraj Kewat for Management. I have gone through the records as well.

The charges against the workman are following;

- ***Clause 26.30- absenting from workplace without any sufficient reason and without getting leave sanctioned/over staying on leave.***
- ***Clause 26.22- voluntarily doing an act which is against discipline and is prejudicial to the company.***

Case of the management on this point is that the workman absented himself since 19.03.2004 without getting any leave sanctioned and without informing the management for which he was issued a charge sheet on 12.12.2014, he was asked to join from 27.01.2015 but he did not joined and absented himself unauthorizedly and willfully from workplace for which another charge sheet dated 24.07.2015 was issued.

On perusal of enquiry proceedings reveals that the workman took defense of his illness as an excuse of his continuous absence from 19.03.2014 till date of second charge sheet as mentioned above.

It also comes out that, he stated before Enquiry Officer that he was in personal difficulty as his father had died on 10.11.2011, he was busy in getting his house in his ancestral village constructed, and thereafter he became busy in getting his ancestral property partitioned and so on, his mother also fell ill during this period. He could not substantiate these grounds during the enquiry by way of evidence in form of medical certificate or any other documents. Moreover, sickness of the workman may be an excuse for absence, the other grounds as mentioned above do not permit any workman to remain absent without prior information to management and without getting any leave sanctioned.

The settled proposition of law with respect to proof of charges in departmental proceedings is that the charges need not be proved beyond reasonable doubt.

Testing the evidence in an enquiry as mentioned above, on the settled parameters as stated above, **the finding of the Enquiry Officer and concurrence by Disciplinary Authority that the charges against the workman are proved is held just and proper.**

Additional issue No. 1 is answered accordingly.

Additional Issue No. 2;

The misconduct proved is long, unauthorized and willful absence. This is also un-rebutted that previously also the workman absented himself from workplace. Hence, in light of these facts, the punishment cannot be held to be excessive or harsh with respect to charges proved, holding the punishment proportionate to the charges proved.

Additional issue No. 2 is answered accordingly.

Additional Issue No. 3;

In the light of findings recorded above, the petitioner/workman is held entitled to no relief.

Additional issue No. 3 is answered accordingly.

No other point was pressed.

On the basis of above discussion and findings, the petition lacks merit and is liable to be dismissed.

ORDER

Petition dismissed.

No order as to cost.

DATE: 04-02-2026

P.K. SRIVASTAVA, Presiding Officer

नई दिल्ली, 19 मई, 2026

का.आ. 1011.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार डब्ल्यू.सी एल.के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण - सह - श्रम न्यायालय, जबलपुर के पंचाट (एलसी/ 13-A/03/2017) को प्रकाशित करती है,

[सं.एल-22013/01/2026-आई.आर.(सीएम-II)]

जयदीप यादव, उप निदेशक

New Delhi, the 19th May, 2026

S.O. 1011.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (**Reference.LC/13-A/03/2017**) of the **Central Government Industrial Tribunal-cum-Labour Court, Jabalpur** as shown in the Annexure, in the industrial dispute between the Management of **W.C.L** and their workmen,

[No. L-22013/01/2026 – IR (CM-II)]

JAIDEEP YADAV, Dy. Director

ANNEXURE**THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL, JABALPUR****NO. CGIT/LC/13-A/03/2017****Present: P.K.Srivastava****H.J.S.(Retd.)**

Smt. Farida, W/o Mashuk Ali,
Aged about 54 years, Pump Operator,
Ghorabadi Colliery, NO. 2, Ghorawari Colliery,
Western coal Fields Limited,
Post: Ghorabadi, District: Chindwada, M.P.

Workman**Versues**

1. Chairman-Cum-Managing
Director, Western Coal Field Limited,
Nagpur, Coal State Building,
Civil Lines, Nagpur.
2. CGM (Chief General Manager),
Kanhani Area, Post: Dogariya,
District: Chindwada.
3. Senior Manager,
Mining Ghodawari Colliery no.2,
Kanhani Area, Post: Ghodawari Khurd,
District: Chindwada
4. Tej Kumar Baloch,
Senior Manager/ Enquiry Officer,
Ghodawari, Colliery no. 2,
Post: Ghodawari,
District: Chindwada (M.P.)

Management**With NO. CGIT/LC/13-A/04/2017**

1. Rashtriya Koyla Khadan Mazdoor Sangh (INTUE),
Registered Office at Chandameta,
Post Chandameta, District Chhindwara (M.P.),

Through its General Secretary Shri Ravi Verma
S/o Shri Hulkar Prasad Verma.

2. Chetram Nag,
S/o Late Shri L.P. Nag,
R/o Tansi Pariyojna, Staff Colony,
Tahsil Junnardev, District Chhindwara (M.P.)

Workman

Versues

1. Sub Manager, Sub Area Tansi,
Sub Area Vekoli Kanhan Area,
Post Rampur, District Chhindwara (M.P.)
Western Coal Field Limited
2. Senior Manager (Mining)/Mining Manager,
Tansi Mine, Vekoli Kanhan Area,
Post Rampur District Chhindwara (M.P.)
Western Coal Field Limited
3. Mining Manager, Tansi Mine,
Vekoli Kanhan Area, Post Rampur,
District Chhindwara (M.P.)
Western Coal Field Limited
4. Mr. Y.S. Rajpoot, Inquiry Officer/Manager,
Mining Tansi Mine, Vekoli Kanhan Area,
Post Rampur, District Chhindwara (M.P.)
Western Coal Field Limited

Management

(AWARD)

(Passed on this 27th day of February, 2026)

Since, the parties, facts and disputes involved in both the cases are identical, hence, these both the cases are being disposed by a common Judgment/Award.

In case 13-A/03/2017, the Applicant was working in the Ghodawadi Colliery No. 2 with the Management of W.C.L. He was issued a charge-sheet on 17.01.2017 alleging misconduct on his behalf as mentioned in Clause 26.14 and 26.22 of the Certified Standing Orders which are being reproduced as follows –

“26.14 कम्पनी के बंगलें/ क्वार्टर/भवन या जमीन या कम्पनी के अधिकार की ऐसी सम्पत्ती पर अनाधिकृत रूप से कब्जाकरना या उपयोग करना।

26.22 जानबूझ कर किया गया ऐसा कार्य जिस से अनुशासन भंग होता हो या जिससे कम्पनी के हितो हानि होती हो।”

This charge-sheet and consequential enquiry with respect to the Charge-sheet as well punishment order has been challenged by the Applicant on the ground that the charge-sheet issued under Certified Standing Orders applicable to the Company Management which itself is not in conformity that Schedule 1 of the Industrial Order Rules, 1948 (in short the ‘Rules’) framed under the Industrial Disputes Standing Orders Act, 1946. According to the Applicant the Rules of 1946, framed under the Industrial Disputes Standing Order Act, 1946 are the parent rules and the Certified Standing Orders framed by different Companies must conform to the parent rules. It is further alleged that there is prescription of Competent Officer in the parent Rules of 1946, hence description of Competent Officer under the Certified Standing Orders of the Company Management by letter of Director In-charge dated 11/15.01.1994 is incompetent, hence, does not have the force of law. This is also alleged that the charge-sheet was served by the Manager of the Ghodawari Colliery who is not the competent/disciplinary Authority under terms of the Circular dated 11/15.01.1994 because under the Standing Orders only Chairman cum Managing Director can nominate the

Competent Person/Disciplinary Authority and not the In-charge Director who has no authority to exercise this power. Thus according to the Applicant, the charge-sheet and the subsequent proceedings did not have the force of law and they required to be quashed.

In the case of 13-A/04/2017, the Applicant Workman whose case has been espoused by the Union was working as a Clerk in the Dhananjay Mines of Western Coal Field. He was also issued a charge-sheet alleging misconduct defined under Clause 26.01, 26.03, 26.13 and 26.22 of the Certified Standing Orders applicable to the Company. Before this, he was issued a show cause notice by the Senior Manager Mining. He has also challenged the charge-sheet as well the enquiry and the punishment on the ground that **firstly**, Manager Mining did not have authority to issue a show-cause notice because he was not an Appointing Authority of the Applicant and the charge sheet issued by the Manager Mining is also bad in law because it has been issued by him as an Competent Authority but he is not the Appointing Authority hence, it is against the provisions of Article 311 of Constitution which specifically provides that the charge-sheet/punishment can only be issued by the Appointing Authority. Thus according to the Applicant, the charge-sheet and the subsequent proceedings with respect to enquiry and punishment do not have the force of law. It has been prayed that the whole proceeding be quashed.

Case of the management is mainly that the Western Coal Field Limited is one of the eight Subsidiary Companies of Coal India Limited (CIL) which is under administrative control of Ministry of Coal, is registered in Companies Act, the standing orders with respect to the company was originally certified by Shri S.K. Mukhopadhyay, Regional Labour Commissioner (C) Bombay/Certifying Officer on 08.07.1991, which was again certified and authenticated by Mr. G.R. Manjhi, Deputy Labour Commissioner (Central)/Appellate Authority on 05.11.1992, amending certain clauses of the standing orders. The amendments made in the certified orders have been certified by the Regional Labour Commissioner (Central), Raipur, vide his order dated 15.01.2009, a writ petition No. 16517/2016 and writ appeal against order of the Single Bench in the said writ W.A. No. 1412/2023 have been dismissed by Hon'ble High Court of M.P., which was filed against these certifications.

It is further the case of management that the amendments have been included following the due process as mentioned in the Act. Hence, certified by law also it has been pleaded that Article 311(1) of the Constitution of India has no application in the case in hand

None appeared for the Applicants after the filing of the applications in both the cases. I have heard argument of Learned Senior Counsel Mr. Anoop Nair assisted by Learned Counsel Mr. Neeraj Kewat for Management in both the case and have gone through the record.

On perusal of record in light of rival arguments, following Issues came up for determination, in the case in hand:-

- 1) **Whether the employees of management of WCL hold a civil post and are entitled to protection under Article 311(1) of the Constitution of India?**
- 2) **Whether the aforesaid amendments have been duly promulgated/notified and in what force of law?**

Issue No.1,

Main argument of Learned Counsel for management of W.C.L. is that the members of the applicant Union do not hold civil posts, hence, are not entitled to protection under Article 311(1) of the Constitution of India. Learned Counsel has referred to certain judgments in this respect, which are as follows:-

i. *Tekraj Vasandi v/s Union of India & Ors., (1988) 1 SCC 236, Held*

"1. While we were referring to the cases in an earlier part of our judgment, we have noticed the caution indicated by this Court that even if some institution becomes "State" within the meaning of Article 12, its employees do not become holders of civil posts so as to become entitled to the cover of Article 311. They would, however, be entitled to the benefits of Part III of the Constitution. It is unnecessary to examine the appellant's case keeping Articles 14 and 16 of the Constitution in view as on the concession of Dr Anand Prakash the proceedings will have to reopen"

ii. *Som Prakash Rekhi v/s Union of India & Anr., (1981) 1 SCC 449, Held*

"In the present instance, the source of both, read in the light of Sections 3 and 7, is saturated with State functions. Avowedly, the statutory contemplation, as disclosed by Section 7, is that the Company should step into the shoes of the executive power of the State. The legislative milieu in which the second respondent came to be the successor of Burmah Shell suggests that the former is more than a mere company registered under the Companies Act. It has a statutory flavour acquired under Section 7. Moreover, everything about the second respondent in the matter of employees, their provident, superannuation and welfare funds, is regulated statutorily unlike in the case of ordinary companies. Sections 9 and 10 deal with these aspects. These two provisions which regulate the conditions of service and even provide for adjudication of disputes

relating to employees indicate that some of the features of a statutory corporation attach to this government company. Sections 9 and 10, in terms, create rights and duties vis-a-vis the Government company itself apart from the Companies Act. An ordinary company, even a government company simpliciter has not the obligations cast on the second respondent by Sections 9 and 10. And, Section 11 specifically gives the Act primacy vis-a-vis other laws. Section 12, although it has no bearing on the specific dispute we are concerned with in this case, is a clear pointer to the statutory character of the Government company and the vesting of an authority therein. This provision clothes the Government company with power to take delivery of the property of *Burmah Shell* from every person in whose possession, custody or control such property may be. There are other powers akin to this one in Section 12. The provision for penalties if any person meddles with the property of the second respondent emphasises the special character of this Government company. Equally unique is the protection conferred by Section 16 on the Government company and its officers and employees “for anything which is, in good faith, done or intended to be done under this Act”. Such an immunity does not attach to employees of companies simpliciter, even if they happen to be Government companies. In the same strain is the indemnity conferred by Section 18. This review, though skeletal, is sufficient strikingly to bring home the point that the Corporation we are concerned with is more than a mere government company. Whatever its character antecedent to the Act, the provisions we have adverted to have transformed it into an instrumentality of the Central Government with a strong statutory flavour superadded and clear indicia of power to make it an “authority”. Although registered as a company under the *Indian Companies Act*, the second respondent is clearly a creature of the statute, the Undertaking having vested in it by force of Section 7 of the Act. The various provisions to which our attention was drawn, an elaboration of which is not called for, emphasise the fact that the second respondent is not a mere company but much more than that and has a statutory flavour in its operations and functions, in its powers and duties, and in its personality itself, apart from being functionally and administratively under the thumb of Government. It is a limb of Government, an agency of the State, a vicarious creature of statute working on the wheels of the *Acquisition Act*. We do not mean to say that for purposes of Article 309 or otherwise this Government company is State but limit our holding to Article 12 and Part III.

iii. ***Pyarelal Sharma v/s Managing Director & Ors, (1989) 3 SCC 448, Held***

“19. We may now take up the third point. Sharma was appointed as Chemical Engineer by the Board of Directors. The powers of the Board of Directors to appoint officers of Sharma's category were delegated to the Managing Director on 12-9-1974 and as such from that date the Managing Director became the appointing authority. Needless to say that employees of the company are not civil servants and as such they can neither claim the protection of Article 311(1) of the Constitution of India nor the extension of that guarantee on parity. There is no provision in the Articles of Association or the regulations of the company giving same protection to the employees of the company as is given to the civil servants under Article 311(1) of the Constitution of India. An employee of the company cannot, therefore, claim that he cannot be dismissed or removed by an authority subordinate to that by which he was appointed. Since on the date of termination of Sharma's services the Managing Director had the powers of appointing authority, he was legally competent to terminate Sharma's services.”

iv. ***State of U.P. v/s Chandrapal Singh & Anr., (2003) 4 SCC 670, Held***

“In *Registrar of Coop. Societies v. Fernando* [(1994) 2 SCC 746 : 1994 SCC (L&S) 756 : (1994) 27 ATC 188] referring to the two aforementioned decisions of this Court, the position is made clear thus in para 16 : (SCC pp. 750-51)

“16. It was on the basis of this GO, on 20-3-1989 the Registrar issued the charge memo. In this connection, it is worthwhile to refer to a recent decision of this Court reported in *P.V. Srinivasa Sastry v. Comptroller and Auditor General* [(1993) 1 SCC 419 : 1993 SCC (L&S) 206 : (1993) 23 ATC 645] . The relevant observations at pp. 1323-24 are as under : (SCC pp. 422-23, paras 4-5 and 6)

‘But Article 311(1) does not say that even the departmental proceeding must be initiated only by the appointing authority. However, it is open to Union of India or a State Government to make any rule prescribing that even the proceeding against any delinquent officer shall be initiated by an officer not subordinate to the appointing authority. Any such rule shall not be inconsistent with Article 311 of the Constitution because it will amount to providing an additional safeguard or protection to the holder of a civil post. But in absence of any such rule, this right or guarantee does not flow from Article 311 of the Constitution. It need not be pointed out that initiation of a departmental proceeding per se does not visit the officer concerned with any evil consequences, and the framers of the Constitution did not consider it necessary to guarantee even that to holders of civil posts under the Union of India or under the State Government. At the same time, this will not give right to authorities having the same rank as that of the officer against whom proceeding is to be initiated to take a decision whether any such proceeding should be initiated. In absence of a rule, any superior authority who can be held to be the controlling authority, can initiate such proceeding.

In the case of State of M.P. v. Shardul Singh [(1970) 1 SCC 108] the departmental enquiry had been initiated against the Sub-Inspector of Police by the Superintendent of Police, who sent his inquiry report to the Inspector General, who was the appointing authority. The Inspector General of Police dismissed the officer concerned from the service of the State Government. That order was challenged on the ground that the initiation of the departmental enquiry by the Superintendent of Police was against the mandate of Article 311(1) of the Constitution. This contention was accepted by the High Court. But this Court said : (SCC p. 112, para 10)

“We are unable to agree with the High Court that the guarantee given under Article 311(1) includes within itself a further guarantee that the disciplinary proceedings resulting in dismissal or removal of a civil servant should also be initiated and conducted by the authorities mentioned in that article.”

Although Article 311 of the Constitution does not speak as to who shall initiate the disciplinary proceedings but, as already stated above, that can be provided and prescribed by the rules. But if no rules have been framed, saying as to who shall initiate the departmental proceedings, then on the basis of Article 311 of the Constitution it cannot be urged that it is only the appointing authority and no officer subordinate to such authority can initiate the departmental proceeding. In the present case, it was not brought to our notice that any rule prescribes that the Accountant General, who is the appointing authority, alone could have initiated a departmental proceeding.”

v. Union of India & Ors. v/s Hasmukhbhai Heerabhai Rana, (2006) 12 SCC 373, Held

“There is no dispute that the departmental proceeding can be initiated by a person lower in rank than the appointing authority. But the final order can be passed only by the appointing authority or an authority higher than it. The law relating to initiation (sic of disciplinary proceeding) by a person lower in rank than the authority competent to pass final order has been the subject-matter of adjudication in many cases. (See State of M.P. v. Shardul Singh [(1970) 1 SCC 108] and State of U.P. v. Chandrapal Singh [(2003) 4 SCC 670 : 2003 SCC (L&S) 556] .)”

vi. State Bank of India v/s S. Vijay Kumar & Ors., (1990) 4 SCC 481, Held

Held that, employees of State Bank of India do not hold civil posts and are not entitled to protection under Article 311(1) of the Constitution of India, in this case, the Hon'ble Supreme Court found that the rules governing the services made by the Bank contained such provisions in the rules itself.

vii. Ajit Kumar Nag v/s General Manager, IOCL., (2005) 7 SCC 764, Held

“10. Having heard the learned counsel for the parties, we are of the view that the appeal as well as the writ petition deserve to be dismissed. So far as preliminary objection as to maintainability of the petition in this Court and the applicability of res judicata in the appeal is concerned, it is true that the appellant had not taken the ground as to vires of clause (vi) of Standing Order 20 either before the learned Single Judge or before the Division Bench of the High Court. At the same time, however, when he has approached this Court against the decision of the High Court and has raised this ground, it would not be appropriate to preclude him from arguing the case on the vires or validity of clause (vi) of Standing Order 20. Moreover, he has also filed a substantive petition for the said purpose under Article 32 of the Constitution. The preliminary objection, therefore, does not impress us and we have allowed both the parties to argue the case on vires of Standing Order 20(vi) as well as on merits.

11. As far as acquittal of the appellant by a criminal court is concerned, in our opinion, the said order does not preclude the Corporation from taking an action if it is otherwise permissible. In our judgment, the law is fairly well settled. Acquittal by a criminal court would not debar an employer from exercising power in accordance with the Rules and Regulations in force. The two proceedings, criminal and departmental, are entirely different. They operate in different fields and have different objectives. Whereas the object of criminal trial is to inflict appropriate punishment on the offender, the purpose of enquiry proceedings is to deal with the delinquent departmentally and to impose penalty in accordance with the service rules. In a criminal trial, incriminating statement made by the accused in certain circumstances or before certain officers is totally inadmissible in evidence. Such strict rules of evidence and procedure would not apply to departmental proceedings. The degree of proof which is necessary to order a conviction is different from the degree of proof necessary to record the commission of delinquency. 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 the accused “beyond reasonable doubt”, he cannot be convicted by a court of law. In a 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”. Acquittal of the appellant by a Judicial Magistrate, therefore, does not ipso facto absolve him from the liability under the disciplinary jurisdiction of the Corporation. We are, therefore, unable to uphold the contention of the

appellant that since he was acquitted by a criminal court, the impugned order dismissing him from service deserves to be quashed and set aside.

12. As far as the status of the appellant is concerned, it must be stated that Mr Rao, Senior Advocate fairly conceded at the hearing of the appeal and the writ petition that the appellant is not governed by Article 311 of the Constitution since he cannot be said to be “civil servant”. In this connection, it will be profitable to refer to a decision of the Constitution Bench of this Court in *S.L. Agarwal (Dr.) v. G.M., Hindustan Steel Ltd.* [(1970) 1 SCC 177 : (1970) 3 SCR 363] (*Hindustan Steel Ltd. I*). In that case, A was appointed as Assistant Surgeon by the Board of Directors of the Corporation for one year. After completion of the probation period, he was employed on contract basis and his services were terminated in accordance with the terms of the contract. He filed a writ petition in the High Court contending that his services were wrongly terminated which was violative of Article 311 of the Constitution. The Corporation contended that Article 311 was not applicable to him as he was employed by the Corporation and he neither belonged to civil service of the Union nor held a civil post under the Union.

13. Upholding the objection and considering the ambit and scope of Article 311, this Court held that an employee of a Corporation cannot be said to have held a “civil post” and, therefore, not entitled to protection of Article 311. According to the Court, the Corporation could not be said to be a “department of the Government” and employees of such Corporation were not employees under the Union. The Corporation has an independent existence and the appellant was not entitled to invoke Article 311. *Hindustan Steel Ltd. (I)* [(1970) 1 SCC 177 : (1970) 3 SCR 363] has been followed by this Court in several cases. (See *Sukhdev Singh v. Bhagatram Sardar Singh Raghuvanshi* [(1975) 1 SCC 421 : 1975 SCC (L&S) 101], *Som Prakash Rekhi v. Union of India* [(1981) 1 SCC 449 : 1981 SCC (L&S) 200], *A.L. Kalra v. Project & Equipment Corpn. of India Ltd.* [(1984) 3 SCC 316 : 1984 SCC (L&S) 497], *Tekraj Vasandi v. Union of India* [(1988) 1 SCC 236 : 1988 SCC (L&S) 300], *Pyare Lal Sharma v. Managing Director* [(1989) 3 SCC 448 : 1989 SCC (L&S) 484], *State Bank of India v. S. Vijaya Kumar* [(1990) 4 SCC 481 : 1991 SCC (L&S) 852 : (1990) 14 ATC 787] and *Satinder Singh Arora v. State Bank of Patiala* [1992 Supp (2) SCC 224 : 1992 SCC (L&S) 660 : (1992) 21 ATC 118].)

14. In view of the above pronouncements of this Court, there is no doubt that the respondent Corporation is right in submitting that the appellant cannot invoke Article 311 by describing him as holding “civil post” under the Union or a State. Article 311 of the Constitution, therefore, has no application to the facts of the case.”

viii. Dr. S.L. Agrawal v/s General Manager, Hindustan Steel, (1970) 1 SCC 177, (Five Judges Bench) Held

“6. The question that arises in this case is: whether the employees of a Corporation such as the Hindustan Steel Ltd., are entitled to the protection of Article 311? This question can only be answered in favour of the appellant if we hold that the appellant held a civil post under the Union. It was conceded before us that the appellant could not be said to belong to the civil service of the Union or the State. Article 311, on which this contention is based, reads as follow:

“311. Dismissal, removal, or reduction in rank of persons employed in civil capacities under the Union or a State.—(1) No person who is a member of a civil service of the Union or an all-India Service or a civil service of a State or holds a civil post under the Union or a State shall be dismissed or removed by an authority subordinate to that by which he was appointed.

(2) No such person as aforesaid shall be dismissed or removed or reduced in rank until he has been given a reasonable opportunity of showing cause against the action proposed to be taken in regard to him:

Provided that this clause shall not apply—

(a) where a person is dismissed or removed or reduced in rank on the ground of conduct which has led to his conviction on a criminal charge;

(b) where an authority empowered to dismiss or remove a person or to reduce him in rank is satisfied that for some reasons, to be recorded by that authority in writing, it is not reasonably practicable to give to that person an opportunity of showing cause; or

(c) where the President or Governor, as the case may be, is satisfied that in the interest of security of the State it is not expedient to give to that person such an opportunity.

(3) If any question arises whether it is reasonably practicable to give to any person an opportunity of showing cause under clause (2), the decision thereon of the authority empowered to dismiss or remove such person or to reduce him in rank, as the case may be, shall be final.”

7. Clause (2) of the article, which gives the protection opens with the words “no such person as aforesaid” and these words take one back to clause(1) which describes the person or persons to whom the protection is

intended to go. Clause (1) speaks of (i) persons who are members of (a) a Civil Service of the Union, or (b) an all-India Service or (c) a Civil Service of a State or (ii) hold a civil post under the Union or a State. (a), (b) and (c) refer to the standing services which have been created in the Union and the States and which are permanently maintained in strength. In addition to the standing services there are certain posts which are outside the permanent services. The last category in Article 311(1) therefore speaks of such posts on the civil side as opposed to the military side. Incumbents of such posts also receive protection.

8. In the present case the appellant did not belong to any of the permanent services. He held a post which was not borne on any of the standing services. It was, however, a civil post as opposed to a military post. So far the appellant's case is clear but the clause speaks further that such posts must be under the Union or a State. The question thus is whether the servant employed here can be said to have held the post under the Union or a State? The appellant contends that since Hindustan Steel Limited is entirely financed by the Government and its management is directly the responsibility of the President, the post is virtually under the Government of India.

9. This argument ignores some fundamental concepts in relation to incorporated companies. In support of the contention that the post must be regarded as one under the Union the appellant relies on some obiter observations of a Single Judge in *M. Verghese v. Union of India* [AIR 1963 Cal 421]. In that case the petitioners were drivers working for the Durgapur Project under Hindustan Steel Limited. The learned Single Judge considered the question by analysing the set up of Hindustan Steel Limited. He found that it was a Government company and a private limited company, although it did not include in its name any notice that it was a private company. He referred in detail to the various provisions in the Articles of Association as also in the Indian Companies Act which rendered the ordinary company law inapplicable in certain respects and conferred unlimited powers of management on the President of India and his nominees. He also found that Hindustan Steel Limited was entirely owned by the Union of India. From this the learned Judge wished to infer that Hindustan Steel Limited was really a department of the Government but he did not express this opinion and decided the case on another point. The appellant contends that the conclusion which the learned Single Judge did not draw in the Calcutta case is the conclusion to draw in this appeal. We must, according to him, hold that there is no difference between Hindustan Steel Limited and a Department of the Government and that the service under Hindustan Steel Limited is a service under the Union.

10. On the other hand, in *State of Bihar v. Union of India* [(1970) 1 SCC 67]. Hindustan Steel Limited was not held to be a "State" for purposes of Article 131. The question whether Hindustan Steel Limited was subject to the jurisdiction of the High Court under Articles 226 and 227 was left open. In dealing with the above conclusion, reference was made to the incorporation of Hindustan Steel Limited as an independent company and thus a distinct entity. In *Praga Tools Corpn. v. C.V. Imanul* [(1969) 1 SCC 585] it was pointed out that a company in which 88% of the capital was subscribed by the Union and the State Governments could not be regarded as equivalent to Government because being registered under the Companies Act it had a separate legal existence and could not be said to be either a Government Corporation or an industry run by or under the authority of the Union Government. Similar views were also expressed in the High Courts. In *Lachmi v. Military Secretary to the Government of Bihar* [AIR 1956 Pat 398] the expression "civil post under the Union or the State" was held to mean that the civil post must be in the control of the State and that it must be open to the State to abolish the post or regulate the conditions of service. Although the case concerned a Mali employed in Raj Bhavan, it was held that it was not a post under the State even though the funds of the State were made available for paying his salary. In a later case *Subodh Ranjan Ghosh v. Sindhri Fertilisers and Chemicals Ltd.* [AIR 1957 Pat 10] the employees of the Sindhri Fertilizers were held not entitled to the protection of Article 311. Our brother Ramaswami (then Chief Justice) noticed that the corporation was completely owned by the Union Government; that the Directors were to be appointed by the President of India who could also issue directions. He nevertheless held that in the eye of law the company was a separate entity and had a separate legal existence. In our judgment the decision in the Patna case is correct. It has also the support of a decision reported in *Ram Babu Rathaur v. Divisional Manager, Life Insurance Corporation of India* [AIR 1961 All 502] and another in *Damodar Valley Corporation v. Provat Roy*. [LX CWN 1023] Our brother Ramaswami relied in particular upon an English case *Tamlin v. Hennafoord* [(1950) 1 KBD 18]. In that case it was held in relation to a business that although the minister was really incharge, the corporation was different from the Crown and the services of the corporation were not civil services. Justice P.B. Mukherjee of the Calcutta High Court, to whose judgment we referred earlier distinguished the English case by pointing out certain differences between the Corporation in that case and Hindustan Steel Limited. He pointed out that (a) in the English Corporation no shareholders were required to subscribe the capital or to have a voice in the affair, (b) the capital was raised by borrowing and not by issuance of shares, (c) the loss fell upon the consolidated fund and (d) the corporation was non-profit making. In our judgment these differences rather accentuate than diminish the applicability of the principle laid down in the English case to our case. The existence of shareholders, of capital raised by the issuance of shares, the lack of connection between the finances of the

corporation and the consolidated fund of the Union rather make out a greater independent existence than that of the corporation in the English case. We must, therefore, hold that the corporation which is Hindustan Steel Limited in this case is not a department of the Government nor are the servants of it holding posts under the State. It has its independent existence and by law relating to Corporations it is distinct even from its members. In these circumstances, the appellant, who was an employee of Hindustan Steel Limited, does not answer the description of a holder of "a civil post under the Union" as stated in the Article. The appellant was not entitled to the protection of Article 311. The High Court was therefore right in not affording him the protection. The appeal fails and is dismissed but in the circumstances of the case we make no order about costs.

ix. **Satinder Singh Arora v/s State Bank of Patiala & Ors., (1992) Supp (2) SCC 224, (Three Judges Bench) Held**

Held that, Bank Officers are not holders of civil posts, hence, not entitled to be protected by Article 311(1) of the Constitution of India.

x. **Basant Lal Wadehra v/s Union of India, 1996 SCC online Delhi 926, Held**

"42. The question of questions requiring consideration for resolving the above controversy is whether the petitioner was holding a 'Civil Post' at the relevant time i.e on 8.2.83 while working as Chairman-cum-Managing Director of Coalfields Limited (respondent No. 3). In case *Lachmi v. Military Secy, to the Government of Bihar* (AIR 1956 Pat. 398) the expression 'Civil Post' under the Union or the State was held to mean that the 'Civil Post' must be in the control of the Union or the State and that it must be open to the Union or the State to abolish the post or to regulate the conditions of service. Patna High Court in a later case, *Subodh Ranjan Ghosh v. Sindri Fertilisers And Chemicals Limited,* (AIR 1957 Pat. 10) held that the employees of Sindhri Fertilisers were not entitled to the protection of Article 311 of the Constitution. Same view has been taken by the High Court of Allahabad in case *Ram Babu Rathaur v. Divisional Manager. Life Insurance Corporation of India* (AIR 1961 All. 502) and by the High Court of Calcutta in case *Damodar Valley Corporation v. Provat Roy* (60 Cal. WN 1023). In case *Tamlin v. Hannaford* (1950-1 KB-18) it was held in relation to a business that although the ministry was really incharge the Corporation was different from the 'Crown' and the services of the 'Corporation' were not Civil Services. The Supreme Court in case *Dr. S.L Aggarwal v. The General Manager, Hindustan Steel Limited* reported as (1970) 1 SCC 177: AIR 1970 SC 1150: (1970 SLR 351 (SC)) held:-

"We must, therefore, hold that the Corporation which is Hindustan Steel Limited in this case is not a department of the Government nor are the servants of it holding posts under the State. It has its independent existence and by law relating to corporations it is distinct even from its members. In these circumstances, the appellant, who was an employee of Hindustan Steel Limited, does not answer the description of a holder of 'a civil post under the Union' as stated in the Article. The appellant was not entitled to the protection of Article 311."

43. The Supreme Court in case *K.C Joshi v. Union of India* reported as (1985) 3 SCC 153: AIR 1985 SC 1046: [1958 (2) SLR 214 (SC)] observed :

"Even if the employees of the Corporation, which is an instrumentality of the State, cannot be said to be the members of a civil service of the Union or an, All-India service or hold any civil post under the Union, for the purpose of Articles 310 and 311 and, therefore, not entitled to the protection of Article 311, they would nonetheless be entitled to protection of the fundamental rights enshrined in Articles 14 and 16 of the Constitution."

44. In view of above cited decisions of the various High Courts and the Supreme Court, we are of the view that the petitioner while working as Chairman-cum-Managing Director of Coalfields Limited (respondent No. 3) was not holding a 'Civil Post' within the meaning of Articles 310 and 311 of the Constitution and the protection available to the holders of a 'Civil Post' under the provisions of Article 311 of the Constitution is, therefore, not available to the petitioner."

In the light of above discussion, it is held that since the employees of SECL do not hold a civil post hence, they are not entitled to protection of Article 311(1) of Constitution of India.

Issue No. 1 is answered accordingly.

Issue No. 2 –

The applicant side has alleged that the Industrial Employment Rules of 1946, Schedule I-A applicable to the employees of the Coal Industry does not provide for Competent Authority, hence, the provision of Competent Authority under the Certified Standing Orders of the Management Company vide letter of In-charge Director dated 11/15.01.1994 is without authority.

Section 17 is being reproduced as follows –**17. Disciplinary action for misconduct. —**

(i)

(ii) *No order of punishment under Standing Order No. 17 (i) shall be made unless the workman concerned is informed in writing of the alleged misconduct and is given an opportunity to explain the allegations made against him. A departmental enquiry shall be instituted before dealing with the charges. During the period of enquiry, the workman concerned may be suspended. The workman may take the assistance of a co-worker to help him in the enquiry, if he so desires. The records of the departmental enquiry shall be kept in writing. The approval of the owner, agent or the Chief Mining Engineer of the employer or a person holding similar position shall be obtained before imposing the punishment of dismissal. At the end of the enquiry proceedings shall be given to the workman concerned on the conclusion of the enquiry, on request by the workman.*

(iii) *If a workman is not found guilty of the charges framed against him, he shall be deemed to be on duty during the full period of his suspension and he shall be entitled to receive the same wages as he would have received if he had not been suspended.*

(iv) *In awarding punishment under this Standing Order, the authority awarding punishment shall take into account the gravity of the misconduct, the previous record, if any, of the workman and any other extenuating or aggravating circumstances that may exist. A copy of the order passed by the authority awarding punishment shall be supplied to the workman concerned.*

The Model Standing Order does not detail about the Authority who will issue the charge sheet and punishment order. The Certified Standing Orders fills this gap, hence it cannot be held that the Certified Standing Orders of the Management Company which mentions that Competent Authority is excessive of the Model Standing Order or in violation of the Model Standing Orders as mentioned above.

Issue No. 2 is answered accordingly.

No other point was pressed.

In the light of above discussion and findings, both the petitions No. 13-A/03/2017 and 13-A/04/2017 are held sans merits and are liable to be dismissed and is dismissed accordingly.

AWARD

Petitions dismissed.

No order as to cost.

DATE:- 27.02.2026

P.K. SRIVASTAVA, Presiding Officer

नई दिल्ली, 19 मई, 2026

का.आ. 1012.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार एस.ई.सी.एल के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण - सह - श्रम न्यायालय, जबलपुर के पंचाट (एलसी/आरसी-07/2021) को प्रकाशित करती है,

[सं.एल-22013/01/2026-आई.आर.(सीएम-II)]

जयदीप यादव, उप निदेशक

New Delhi, the 19th May, 2026

S.O. 1012.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (**Reference. LC/RC/07/2021**) of the **Central Government Industrial Tribunal-cum-Labour Court, Jabalpur** as shown in the Annexure, in the industrial dispute between the Management of S.E.C.L and their workmen,

[No. L-22013/01/2026 – IR (CM-II)]

JAIDEEP YADAV, Dy. Director

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

NO. CGIT/LC/RC/07/2021

Present: P.K.Srivastava

H.J.S..(Retd)

Manohar Das,
S/o Samaru,
R/o Budhanpur, P.O. Kotma, P.S. Kotma,
District Anuppur, M.P.
Employee of S.E.C.L., Hasdeo Area,
Baherabandh Colliery,
District Anuppur, (MP)

Petitioner/Workman

Versus

Senior Manager-Mines/ Manager,
S.E.C.L., Baherabandh Colliery.
P.O. Baherabandh,
District Anuppur, M.P.

Respondents/Management

AWARD

(Passed on this 06th day of February, 2026)

The petitioner/workman has filed this petition *u/s 2-A (2&3)* of the *Industrial Disputes Act, 1947* as amended by *Amendment Act of 2010* (in short '*The Act*') with a case that he was working with the management, his job was in the Mines area, he became unconscious while going back home after his shift in the Mines on 08.07.2019, he find himself admitted in Government Hospital on 19.07.2019 when he gained consciousness. He was under treatment and when he recovered fully from his illness he presented himself for work before the management with his medical certificate on 01.10.2010. He was issued a charge sheet with an allegation of misconduct by way of absenting himself willfully and unauthorizedly without any intimation to management and without getting any leave sanctioned. An enquiry was proceeded against him which was conducted against all the rules of natural justice and procedure, he was wrongly terminated by management vide its order dated 11-13.04.2020. He raised a dispute in this respect before the concerned Assistant Labour Commissioner (Central Government), which could not be conciliated within 14 days. Hence, he filed this petition seeking his reinstatement with back wages and benefits, setting aside his termination.

Management has taken a case that the petitioner/workman is a habitual absentee from the very beginning, he is in the habit of absenting himself without information to management and without getting any leave sanctioned for which he has been issued as many as 14 warnings within a period from October, 2002 to May, 2019. He was issued punishment withholding of two increments in 2018 for the same misconduct, the details are mentioned in para 2 of the written statements/reply. It is further the case of management that his attendance for the last four years was 73 days in 2016, 72 days in 2017, 71 days in 2018 and 35 days in 2019. He was issued a charge sheet alleging misconduct by way of absenting himself till 09.11.2019 from 09.07.2019. His reply was found unsatisfactory hence, management decided to conduct a departmental enquiry. He appeared and filed his medical certificate during the enquiry, the Enquiry Officer submitted his enquiry report holding the charges proved after his reply on the enquiry report was found unsatisfactory. The punishment of termination of his service was passed which is not disproportionate in the light of his service history as mentioned above.

Following preliminary issue was framed on the basis of pleadings vide order dated 22.07.2022.

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

The petitioner/workman filed affidavit, he was cross-examined, management has also filed affidavit of its witness who was cross-examined. Management filed and proved enquiry documents which are Ex-M/1 to Ex-M/8. After hearing both the sides on preliminary issue, this issue was decided by order dated 18.06.2025 holding the departmental enquiry just, legal and proper. This order is part of this judgment.

Following **Additional issues** were framed thereafter:-

4. *Whether the finding of Enquiry Officer with respect to prove of misconduct has been recorded perversely?*
5. *Whether the punishment is proportionate to the misconduct proved?*

Parties were given opportunities to file their evidence on these additional issues, no evidence was filed.

I have heard argument of Learned Counsel Mr. O.P. Tiwari for petitioner/workman, and Mr. Neeraj Kewat for Management. I have gone through the records as well.

Additional Issue No. 1:

Charges against the workman have been detailed earlier.

The settled proposition of law with respect to proof of charges in departmental proceedings is that the charges need not be proved beyond reasonable doubt as it is required in criminal trials.

Perusal of enquiry papers reveals that in the first sitting, the Workman Defense Assistant stated that the workman was ill and he could not report at workplace, he has produced his medical certificate in this respect. In second sitting, he was asked to produce medical bills which he could not produce. He admitted that he could not inform the management about his illness, medical certificate attached with the enquiry papers is issued by the Medical Officer which shows that the workman was diagnosed Viral Hepatitis and was advised rest from 19.07.2019 to 30.09.2019.

The Enquiry Officer has held that the charge in clause 26.30 of Certified Standing Orders, which is regarding absence from workplace without getting any leave sanctioned or without any sufficient reason, is proved. The Enquiry Officer further held the charge in clause 26.20 of the Certified Standing Orders also proved i.e., habitual absence from duty without any justifiable cause.

For his previous absence on various occasions, the workman has been awarded punishment in form of warning and reduction of increment hence, he cannot be punished for the same charges. Though, no doubt his previous punishment and conduct will be relevant for awarding punishment, if the present charge is found rightly proved.

As stated above, with respect to his present absence, the workman took a plea that he was under medical treatment and was advised rest. He filed a medical certificate before the Enquiry Officer which corroborates his case. The Enquiry Officer nowhere states in his enquiry report that these medical certificate is not genuine, in such a situation, when the workman provides a medical certificate issued by the qualified Government Doctor who advised him rest for the period of absence is not found unreliable, the absence of workman from workplace is well explained at least for the charge he has been punished, his absence is unauthorized but not willful.

In light of above discussion, finding of the Enquiry Officer with respect to proof of the present charge, is held perverse even if there is no leave due in his leave account, the petitioner can be sanctioned leave without pay when it is not disputed that he was under treatment and was advised rest by the doctor.

Additional issue No. 1 is answered accordingly.

Additional Issue No. 2:

As it has been submitted by management, the workman is a repeated offender with respect to unauthorized and un-intimidated absence for which he has been punished atleast 14 times, details mentioned above, when the charges in the present charge sheet have been held not proved of his previous punishment will lose their significance in such circumstances. Thus, in light of above discussion, the punishment awarded by management is held vitiated in law, it is liable to be set aside and is set aside.

Consequently, the workman is held entitled to be reinstated keeping in view his previous record, he is held entitled to only 10% of his back wages, but entitled to all other consequential benefits pre and post retirement.

Additional issue No. 2 is answered accordingly.

ORDER

The petition is partly allowed, the termination order of management dated 11-13.04.2020 is set aside. The petitioner is reinstated from the date of his termination with 10% of his back wages but will be entitled to all other consequential pre and post retiral benefits, deeming himself to be in continuous service of management.

DATE: 06-02-2026

P.K. SRIVASTAVA, Presiding Officer

नई दिल्ली, 20 मई, 2026

का.आ. 1013.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार बैंक ऑफ बड़ोदा के प्रबंधतंत्र, संबद्ध नियोजकों और उनके कर्मकारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय बंगलोर के पंचाट (56/2023) प्रकाशित करती है।

[सं.एल-39025/01/2026-आई.आर.(बी-II)-56]

सलोनी, उप निदेशक

New Delhi, the 20th May, 2026

S.O. 1013.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref.56/2023) of the *Cent.Govt.Indus.Tribunal-cum-Labour Court Bangalore* as shown in the Annexure, in the industrial dispute between the management of Bank of Baroda and their workmen.

[No. L-39025/01/2026- IR(B-I)-56]

SALONI, Dy. Director

ANNEXURE

BEFORE THE

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, BANGALORE

DATED : 1st APRIL 2026

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

Presiding Officer

C R No. 56/2023

I Party

The General Secretary,
Bank of Baroda employees Sangh,
No. 67, 2nd Floor, K H Road, Shantinagar,
BANGALORE – 560 027.

II Party

The Zonal Manager,
Bank of Baroda,
No. 41/2, M G Road,
Trinity Circle,
BANGALORE -- 560 001.

Appearances

I Party : **None**

II Party : **Sri P Udayashankar Rai**

Advocate

1. The Office of the Deputy Chief Labour Commissioner (C), Government of India, Ministry of Labour, Bengaluru vide Order No. 95(FOC/53)2023-B4 dated 01.12.2023 in exercise of the power conferred by clause (d) of sub-section (1) and sub-section (2A) of Section 10 of the Industrial Disputes Act, 1947 (hereinafter referred as “The Act”) (14 of 1947) referred the following Industrial Dispute to this Tribunal for adjudication:

SCHEDULE

“Whether the demands of Bank of Baroda Employees Sangh, Bangalore against the management of Bank of Baroda in claiming regularization, government holidays, leave facility & bonus to the temporary workers are proper, legal and justified?

If not, to what relief the union is entitled to?”

2. After registering the case the date of hearing was fixed as 19.02.2024. Notices were issued to both the parties. The notice issued to I Party returned with Shara “Left”. On service of notice, the II Party entered appearance through Adv. P Udayashankar Rao. The I Party General Secretary did not make him available before this Tribunal despite affording repeated nor preferred to file Claim Statement.

3. The Hon'ble High Court of Allahabad in V K Raj industries vs. Labour Court and others (FJR Vol 59 Allahabad 304) that as no evidence is produced by the I Party challenging the validity of his termination, he must fail in toto. In the ruling cited supra it is well settled that

"if a party challenges the legality of an order the burden lies upon him to prove the illegality of the order, and if no evidence is produced the party invoking the jurisdiction of the court must fail. Therefore, whenever a workman raises a dispute challenging termination of his service, it is imperative for him to file a written statement before the Industrial Court setting out the 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 to produce evidence, the dispute refereed for adjudication cannot be answered in his favour and he would not be entitled to any relief and the court would be acting in excess of its jurisdiction if it gives an award in favour of the workman in such a case."

Hence, the only course left with is to reject the reference, hence, the following :-

AWARD

Reference is rejected. Transmit.

(Dictated to Secretary to Court, transcribed by him, corrected and signed by me on 01.04.2026)

K P INDIRA , Presiding Officer

नई दिल्ली, 19 मई, 2026

का.आ. 1014.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार एस.ई.सी.एल के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण - सह - श्रम न्यायालय, जबलपुर के पंचाट (एलसी/आर-15/2021) को प्रकाशित करती है,

[सं.एल-22013/01/2026-आई.आर.(सीएम-II)]

जयदीप यादव, उप निदेशक

New Delhi, the 19th May, 2026

S.O. 1014.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (**Reference.LC/R/15/2021**) of the **Central Government Industrial Tribunal-cum-Labour Court, Jabalpur** as shown in the Annexure, in the industrial dispute between the Management of S.E.C.L and their workmen,

[No. L-22013/01/2026 – IR (CM-II)]

JAIDEEP YADAV, Dy. Director

ANNEXURE

THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL, JABALPUR

NO. CGIT/LC/R/15/2021

Present: P.K.Srivastava

H.J.S.(Retd.)

Shiv Prasad,

S/o Shri Baratu,

Village : Harra,

P.O. Chhota Nagpur,

Distt. Korea (CG) - 497442

Workman

Versues

**The Sub Area Manager,
SECL, Kurasia Group,
Chirmiri Area, PO : Kurasia Colliery,
Distt. Korea (CG) - 497553**

Management

(AWARD)

(Passed on this 06th day of February, 2026)

As per letter dated 05.11.2020 by the Government of India, Ministry of Labour, New Delhi, the reference is made to this Tribunal under Section-10 of Industrial Disputes Act, 1947 (in short the 'Act') as per Notification No. **RP-5(1-2)/2020-ES-III** dt. 05.11.2020. The dispute under reference relates to:

"Whether the demand of the Workman for reinstatement of service of workman is justified? If not, what relief the workman is entitled for?"

The workman never appeared and did not file his statement of claim.

The **Management** appeared and filed their statement of defense in which they stated that, Shiv Prasad workman was initially appointed as a casual Mazdoor w.e.f. 09.10.1983, complaint was received in the Office of Management that he obtained employment fraudulently by furnishing false information about his name, father's name, and other details. This complaint was referred to the concerned Superintendent of Police for investigation. He sent his report that the person in employment is Shiv Prasad is in fact Amodh Jaiswal. The workman was issued a charge sheet on 22.03.2016. He submitted his reply on 19.04.2016. as his reply was not satisfactory, the Management decided to conduct enquiry into the charges which was conducted after notice to workman. He never appeared earlier but appeared on 12.10.2016, thereafter he participated in the enquiry. The enquiry report was filed by the enquiry officer holding the charges proved and after notice to workman on enquiry report, termination order was passed.

Since, there is no pleading of the workman nor is any evidence on record, the burden is on the workman to prove his case, in which he has failed in discharging his this burden. Hence, holding his claim not proved, the reference deserves to be answered against him.

AWARD

Holding the demand of the Workman for reinstatement of service of workman not justified, he is entitled to no relief.

No order as to cost.

DATE:- 06.02.2026

P.K. SRIVASTAVA, Presiding Officer

नई दिल्ली, 19 मई, 2026

का.आ. 1015.— औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार एसईसीएल के प्रबंधन के संबंध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण - सह - श्रम न्यायालय, जबलपुर के पंचाट (एलसी/ आर-72/2021) को प्रकाशित करती है,

[सं.एल-22012/51/2021-आई.आर.(सीएम-II)]

जयदीप यादव, उप निदेशक

New Delhi, the 19th May, 2026

S.O. 1015.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (**Reference.LC/R/72/2021**) of the **Central Government Industrial Tribunal-cum-Labour Court, Jabalpur** as shown in the Annexure, in the industrial dispute between the Management of **S.E.C.L** and their workmen,

[No. L-22012/51/2021 – IR (CM-II)]

JAIDEEP YADAV, Dy. Director

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

NO. CGIT/LC/ R/72/2021

Present: P.K.Srivastava

H.J.S.(Retd.)

Regional President,
Sanyukta Koyala Mazdoor Sangh (AITUC),
Naurozabad, PO, Naurozabad,
District Umaria -484555

Workman

V/s

The General Manager,
Johila Area, SECL,
Post Naurozabad,
District Umaria (M.P.)-484555

Management

(JUDGMENT)

(Passed on this 13th day of February, 2026)

As per letter dated 09/11/2021 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-22012/51/2021(IR(CM-II)) dt. 09/11/2021. The dispute under reference relates to:-

"(i) Whether the demand of Sanyukta Koyala Mazdoor Sangh against the management of Sub Area Manager, Pali Sub Area of SECL, Distt- Umaria (MP) for providing appointment on compassionate ground under the provisions of NCWA to the legal heir of Shri Gend Lal, Explosive Carrier, who has already been superannuated w.e.f. 01-07-2021 is legal, proper and justified?"

"(ii) Whether the action of the management of Sub Area Manager, Pali Sub Area of SECL, Distt-Umaria (MP) to let Shri Gend Lal, who was disabled by mine blast accidents in the course of employment, continue attending duty without sending him before Medical Board of the company and without payment of compensation under the provisions of NCWA is legal, proper and justified?"

"(iii) If not, to what relief Shri Gend Lal, Explosive Carrier, who has already been superannuated w.e.f. 01-07-2021, is entitled to?"

The case of the workmen union is that, he was first appointed with the management on 18.06.1981 and has been working with all sincerity to the satisfaction of the management till 01.07.2021 i.e. the date of his superannuation, while he was working under his mines there was a blast due to which his hearing capacity was damaged up to 70%, this fact was within the knowledge of the management. He was transferred to department of loading and unloading as his hearing capacity was reduced to 70%. He suffered another accident on 14.12.2016 resulting into 60% permanent disability. Under the relevant circulars he filed a representation for his discharge on medical grounds in light of circular of S.E.C.L. dated 16.05.2015 and sought an appointment of his dependant son on compassionate basis in his place, but the management did not accept his this demand rather continued him on services and superannuated him. This action of management is unjust, illegal and arbitrary. The workman has prayed that the management be directed to offer appointment to his dependant son on the basis of his medical incapacity.

In their written statement of defense, the management has taken a case that after the workman received injury, he was examined by a medical board and on the basis of report of the medical board he was appointed an alternate work for surface job for one year from 14.04.2014 to 15.04.2015. On 16.04.2015, the management issued a notification regarding a screened list of employee suffering from various ailments which did not include his name on the ground that **firstly**, he did not receive such injury reducing his hearing capacity to 70% as claimed by him and **secondly**, the investigation by the medical board held on 14.10.2017 and 18.10.2017, the workman was found fit for original job. According to the workman, compassionate appointment to dependant of employees who are declared medically unfit is given, the present workman was not declared medically fit by any medical board and was

superannuated after completing his tenure under management. The management has requested that the reference be answered against the workman.

Both the sides have filed affidavit and documents, to be referred to as and when require basis.

I have heard argument of Learned Counsel for workman Mr. Rajesh Soni and Mr. Neeraj Kewat Learned Counsel for management. Workman side has filed written submission also. I have gone through the written submission and records as well.

Facts in this case are not disputed, the only fact disputed is whether the workman became medically unfit to continue in service and whether he was entitled to the benefit of circular dated 16.05.2015 issued by management regarding screening list of employees suffering from serious ailment and unable to perform their duties from last three years.

Case of the management is that the workman was examined by medical board and he was not found medically unfit to continue in service. Though, it has been submitted on behalf of workman that there is certificate from the doctor who treated the workman that, workman had lost his hearing capacity but there is no illegality on the part of management that report of medical board constituted by them is more relevant in this respect. There is on record report of medical board and letter of management dated 14.10.2017 and 28.10.2017 which shows that the workman was found fit for original job by the medical board.

When it is not established that medically workman was unfit for the job, it was not incumbent on the part of management to discharge him on medical grounds. Hence, action of management in continuing the workman in service till the date of his superannuation cannot be held to be unjustified. It is the discretion of the management to continue his worker even if, he is unfit for the job and pay him salary without taking work, management cannot be forced to discharge such worker, if they decided not to discharge such worker.

“Hence in the light of above discussion and findings, the action of management in not discharging the workman on the ground of permanent medical disability and not granting the benefit of compassionate appointment to his dependant son on this ground, is held justified in law and fact, the reference deserve to be answered against the workman and stands answered accordingly.”

No order as to cost.

DATE:- 13-02-2026

P.K. SRIVASTAVA, Presiding Officer

नई दिल्ली, 19 मई, 2026

का.आ. 1016.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार एसईसीएल के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण - सह - श्रम न्यायालय, जबलपुर के पंचाट (एलसी/ आर-37/2019) को प्रकाशित करती है,

[सं.एल-22012/178/2018-आई.आर.(सीएम-II)]

जयदीप यादव, उप निदेशक

New Delhi, the 19th May, 2026

S.O. 1016.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (**Reference.LC/R/37/2019**) of the **Central Government Industrial Tribunal-cum-Labour Court, Jabalpur** as shown in the Annexure, in the industrial dispute between the Management of **S.E.C.L** and their workmen,

[No. L-22012/178/2018 – IR (CM-II)]

JAIDEEP YADAV, Dy. Director

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

NO. CGIT/LC/R/37/2019

Present: P.K.Srivastava

H.J.S.(Retd.)

Shri Raju, S/o Mohardas,

Village & Post - Bagrar,

District - Bilaspur (CG) – 495118

Workman

Vs

Deputy Regional Manager,

Kurja Sub-Area,

South Eastern Coal Fields Limited,

Post- Bijuri,

District- Anuppur (M.P.) - 484224

Management

(JUDGMENT)

(Passed on this 17th day of March, 2026)

As per letter dated 13/02/2018 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-22012/178/2018-(IR(CM-II)) dt. 13/02/2018. The dispute under reference relates to:-

"Whether the Deputy Regional Manager, Kurja Sub-Area, South Eastern Coal Fields Limited is justified in dismissing Shri Raju, S/o Mohardas Hasdeo, General Mazdoor, from service on the ground of his absence from duty? If no, what relief is the applicant, Shri Raju, General Mazdoor, entitled to?"

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

Case of the workman is mainly that he was served a chargesheet dt. 17.08.2015 alleging misconduct by way of wilfully absenting himself since 19.08.2015 without intimation to management and without getting any leave sanctioned. A departmental inquiry was conducted without observing basic principles of natural justice and without giving him proper opportunity to defend himself, the whole proceedings of departmental enquiry is vitiated in law, is partial and malafide. The findings with respect to misconduct are perverse and punishment is disproportionate to the charge.

Management has taken a case that the workman absented himself since 19.08.2013 without any intimation, permission or sanctioned leave. He was issued a charge sheet on 17.08.2015 with respect to misconduct by unauthorizedly and wilfully absenting himself from workplace since 19.08.2013 and is irregular as well his unauthorized absence in the year 2012 and 2013. He submitted his reply on 28.08.2015, which was found unsatisfactory, the management decided to conduct a departmental enquiry in the charges. The workman participated in the enquiry, he availed the services of his Defense Assistant, and he admitted the charges. He was issued another notice by disciplinary authority with a copy of enquiry report in which the charges were held proved against him, after finding his reply not sufficient and keeping in view his irregular presence at workplace, he was awarded punishment of termination.

Following preliminary issue was framed on the basis of pleadings vide order dated 22.07.2022.

"Whether the enquiry conducted against the workman is just, legal or proper?"

On the basis of evidence on record, this preliminary issue was decided vide order dated 05.01.2026, the departmental enquiry was held just legal and proper. This order is part of this Judgment and Award.

Following Additional Issues were framed:-

1. *Whether the finding of the Enquiry Officer in the enquiry report that the charges are proved and concurrence by the disciplinary authority is perverse?*
2. *Whether the punishment proportionate to the charges proved?*

Parties were give opportunity to lead evidence strictly on additional issues, no evidence was produced.

I have heard argument of workman representative, Mr. O.P. Tiwari and Mr. Neeraj Kewat, Learned Counsel for management. I have gone through the record as well.

Additional issue No. 1

Charge against the workman is that, he committed misconduct as defined under clause 26.30 of the Certified Standing Orders by way of absenting himself unauthorizedly and without any intimation, permission to management or without getting any leave sanctioned, his presence was 28 days in 2008, 5 days in 2005 and zero days in 2014-2015.

A perusal of enquiry papers reveals that the workman admitted the charges and submitted that this was due to sickness of his mother. He assured that he will not repeat this misconduct in future.

The Enquiry Officer has held the charges proved on the basis of his this admission. Hence, I find no fault in the finding of the Enquiry Officer with respect to prove of charges and held the charges rightly proved.

Additional Issue No. 1 is answered accordingly.

Additional Issue No.2

Punishment awarded is dismissal from service. This is also established that the workman is habitual offender. The punishment is in exclusive domain of the Department and the Courts and Tribunals need not interfere in punishments till they are shockingly disproportionate to the charges. Hence, keeping in view the previous conduct of the workman, the punishment is held proportionate to the charge proved and the workman is held entitled to no relief.

Additional Issue No.2 is answered accordingly.

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

AWARD

“Holding the action of management, Deputy Regional Manager, Kurja Sub-Area, South Eastern Coal Fields Limited, on departmental enquiry basis legal, and justified in dismissing Shri Raju, General Mazdoor, from service on the ground of his absence from duty, he is entitled to no relief.”

No order as to cost.

DATE:- 17-03-2026

P.K. SRIVASTAVA, Presiding Officer

नई दिल्ली, 19 मई, 2026

का.आ. 1017.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार एसईसीएल के प्रबंधन के संबंध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण - सह - श्रम न्यायालय, जबलपुर के पंचाट (एलसी/ आर-49/2021) को प्रकाशित करती है,

[सं.एल-22013/01/2026-आई.आर.(सीएम-II)]

जयदीप यादव, उप निदेशक

New Delhi, the 19th May, 2026

S.O. 1017.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (**Reference. LC/R/49/2021**) of the **Central Government Industrial Tribunal-cum-Labour Court, Jabalpur** as shown in the Annexure, in the industrial dispute between the Management of S.E.C.L and their workmen,

[No. L-22013/01/2026 – IR (CM-II)]

JAIDEEP YADAV, Dy. Director

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

NO. CGIT/LC/R/49/2021

Present: P.K.Srivastava

H.J.S.(Retd.)

1. **Shri Suresh Kumar,**
S/o Late Shri Gagori Ram,
Kapildhara Colony, Quarter No. M/331,
Post- Bijuri,
Disstt. Annuppur (M.P.)

Workman

Vs

1. **The Managing Director,**
SECL, Sepat Road,
Bilaspur (Chhattisgarh)
2. **The Subarea Manager,**
Pinoura Sub Area,
District Umariya (M.P.)

Management

(JUDGMENT)

(Passed on this 17th day of March, 2026)

As per letter dated 23/09/2021 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(3-4)/2021-IR dt. 23/09/2021. The dispute under reference relates to:-

"Whether the demand of Shri Suresh Kumar S/o Late Ganori Ram, Ex. General Mazdoor for re-instatement of his service w.e.f., 21.05.2010 against the Sub Area Manager, Pinoura Sub Area (Management of SECL) is legal, fair and proper? If yes, to what relief the workman concerned is entitled to?"

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

Case of the workman is mainly that he was appointed on compassionate ground on 02.03.2008, he fell ill and remained unconscious till 12.03.2008. He consulted doctor in Government Hospital on 13.03.2008, the doctor advised him rest. He was under treatment of the said doctor till 13.03.2010, when he was declared fit for duty by the doctor on 13.03.2010, he reported at his workplace and came to know that he has been terminated from service by the management on the charge of unauthorizedly and wilful absence from workplace without intimation to management and without getting any leave sanctioned. According to the workman, the action of management is unjust, illegal and arbitrary and he has prayed for setting aside of his termination, he be reinstated with all back-wages and benefits.

Case of the management is that the workman is a habitual absentee, he is in the habit of remaining absent from duty without intimation, permission or sanctioned leave for which he was issued a charge sheet at different times and was punished. There is a well equipped hospital maintained by management, he never reported sick in the hospital, and absented himself without intimation for which he was issued a charge sheet on 26.12.2009. A departmental enquiry was conducted in absence because all the communications sent by the management to the workman returned back with an endorsement that he was not found at his address. Enquiry Officer submitted his report holding the workman guilty of this misconduct after issuing a show cause notice, management passed

termination order keeping in view his low attendance in previous years right from 2004 to 2007 as mentioned in the written statement. Thus, according to management the enquiry was conducted legally and properly, charges were rightly held proved and the punishment is proportionate to misconduct and previous misconducts. Management has prayed that the reference be answered against the workman.

Following preliminary issue was framed on the basis of pleadings vide order dated 23.02.2024.

“Whether the departmental enquiry conducted against the workman is proper, legal or not?”

On the basis of evidence on record, this preliminary issue was decided vide order dated 29.04.2025, the departmental enquiry was held vitiated in law. This order is part of this Judgment and Award.

Management was given opportunity to prove the charges before this Tribunal. Management examined Mr. Prahalad Kumar Gumasta in support of charges, he proved document Annexure-M/12 and he was cross-examined by workman side. The workman did not file any evidence.

I have heard argument of workman representative, Mr. O. P. Tiwari and Mr. Neeraj Kewat, Learned Counsel for management. I have gone through the record as well.

Following Additional Issues arises on perusal of record in light of rival arguments:-

- 1) ***Whether the charges have been proved by management?***
- 2) ***Relief if any?***

Additional issue No. 1

Charge against the workman is that he committed misconduct under clause 26.24 of the Certified Standing Orders by way of absenting himself without any intimation to management and without getting any leave sanctioned. His presence was nil in 2006, 1 day in 2007 and 35 days in 2008. The management witness has stated these facts that the workman was in the habit of unauthorizedly absenting himself without any intimation, permission or sanctioned leave, for it he was issued charge sheet seven times and was punished. He remained absent in unauthorized manner for the period mentioned in charge sheet. The departmental enquiry was conducted, the witness proved document Annexure-M/12 which is the details about attendance of the workman prepared on the basis of his attendance register. In his cross-examination, the workman states that all these documents were filed during the enquiry and that he did not participate in the enquiry. There is nothing in his statement to disbelieve him. The settled proposition of law with respect to evidence in departmental proceedings is that charges need not be proved beyond reasonable doubt as it is required in criminal trials.

Now testing the evidence on the aforesaid settled principles, there is no occasion to disbelieve the evidence of management and accordingly the charge of misconduct as leveled above is held proved.

Additional Issue No. 1 is answered accordingly.

Additional Issue No.2

Punishment awarded is dismissal from service. This is also established that the workman is habitual offender. The punishment is in exclusive domain of the Department and the Courts and Tribunals need not interfere in punishments till they are shockingly disproportionate to the charges. Hence, keeping in view the previous conduct of the workman, the punishment is held proportionate to the charge proved and the workman is held entitled to no relief.

Additional Issue No.2 is answered accordingly.

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

AWARD

“Holding that the demand of Shri Suresh Kumar, Ex. General Mazdoor for re-instatement of his service w.e.f., 21.05.2010 against the Sub Area Manager, Pinoura Sub Area (Management of SECL) on departmental enquiry basis unfair and unjustified, he is entitled to no relief.”

No order as to cost.

DATE:- 17-03-2026

P.K. SRIVASTAVA, Presiding Officer

नई दिल्ली, 20 मई, 2026

का.आ. 1018.—औद्योगिक विवाद अधिनियम 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार पंजाब नेशनल बैंक के प्रबंधतंत्र, संबद्ध नियोजकों और उनके कर्मकारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय **चंडीगढ़-I** के पंचाट (69/2019) प्रकाशित करती है।

[सं.एल-39025/01/2026-आई.आर.(बी-II)-55]

सलोनी, उप निदेशक

New Delhi, the 20th May, 2026

S.O. 1018.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. 69/2019) of the *Cent.Govt.Indus.Tribunal-cum-Labour Court Chandigarh-I* as shown in the Annexure, in the industrial dispute between the management of Punjab National Bank and their workmen.

[No. L-39025/01/2026- IR (B-II)-55]

SALONI, Dy. Director

ANNEXURE**IN THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT-I,
CHANDIGARH****(Present:- Mr. Kamal Kant, PO-cum-Link Officer).**

ID No. 69/2019

Registered on – 17.09.2019

Sushil Kumar S/o Sh. Gian Chand R/o VPO Ukhali, Tehsil & Distt. Hamirpur, H.P.

..... Workman

Versus

1. The Manager, Punjab National Bank, Branch Office VPO Harsour, Tehsil Barsar, Distt. Hamirpur, H.P.
2. General Manager, HRD Control Office Hamirpur, Distt. Hamirpur, H.P.

..... Respondents

Present:-None for Workman

Sh. Mukul Chauhan proxy to Sh. Saurav Verma, AR for respondents.

Award :01.04.2026

1. Workman has filed the present claim petition under Section 2A of the Industrial Disputes Act, 1947 (hereinafter called the Act) against his termination w.e.f. 23.05.2017 claiming reinstatement into service along with full back wages and arrear.
2. The case is fixed for cross-examination of workman. However, no one is turning up on behalf of workman from last three dates. Today also, no one turned up on behalf of workman. The workman has been given sufficient opportunities for his cross examination, but he did not turned up in spite of the opportunities afforded to him for his cross examination, which shows that he is not interested in adjudication of the matter on merit.
3. Since the workman is not appearing for his cross examination, as such, this Tribunal is left with no choice, except to pass a 'No Claim Award'. Accordingly, 'No Claim Award' is passed in the present Industrial Dispute.
4. Let copy of this award be sent to the Appropriate Government as required under Section 17 of the Act for publication.

KAMAL KANT, PO-cum-Link Officer

नई दिल्ली, 20 मई, 2026

का.आ. 1019.—औद्योगिक विवाद अधिनियम 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार भारतीय स्टेट बैंक के प्रबंधतंत्र, संबद्ध नियोजकों और उनके कर्मकारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय बंगलोर के पंचाट (01/2019) प्रकाशित करती है।

[सं.एल-12025/01/2025-आई.आर.(बी-I)-137]

सलोनी, उप निदेशक

New Delhi, the 20th May, 2026

S.O. 1019.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. 01/2019) of the *Cent.Govt.Indus.Tribunal-cum-Labour Court Bangalore* as shown in the Annexure, in the industrial dispute between the management of State Bank of India and their workmen.

[No. L-12025/01/2025- IR (B-I)-137]

SALONI, Dy. Director

ANNEXURE

BEFORE THE

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, BANGALORE

DATED : 6th February 2026

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

Presiding Officer

I D No. 01/2019I Party

Sri Shivananda Penagonda,
S/o Obalappa, Near Dattatreya Temple,
Padadayyana hakkal, Indira Nagar, P B
Road, HUBBALLI – 580 028.

II Party

The Assistant General Manager,
State Bank of India, A O 7, TS Complex,
Sholapur Road, Keshwapur,
HUBBALLI – 580 023.

Appearances

I Party : Shri M Rama Rao
Authorized Representative
II Party : Shri Ramesh Upadhyaya
Advocate

1. The Petition is filed under Sec 2-A(2) of the Industrial Disputes (Amendment) Act, 2010 (for brevity 'the Act') by the 1st Party workman / former employee of the State Bank of India who was Terminated from service.

2. The case of the I Party is that he had joined the services of the II Party on taking an application from him from 01.08.1992 after conducting interview; he served the Bank sincerely, honestly and diligently till the date of his retrenchment of services from 08.06.2018; that he has put 26 years continuously; that he was doing all the work of the permanent sub-staff and his salary was credited to his savings bank Account; that he was not credited with December 2017 salary, he was not paid with six months salary; that he was told to work under a Contractor w.e.f. 01.12.2017 for which he has not agreed and he was retrenched from service w.e.f. 08.06.2018 and the management did not follow Section 25F while retrenching his service and has not paid him bonus; that the II party has paid the minimum of pay scales of sub-staff; that the work of sub-staff is perennial in nature; that the retrenchment / termination of his services are malafide, illegal, null and void; the II Party officials have humiliated him purely on caste basis as it stood revealed in the conciliation meetings; that the abrupt termination of his services has caused him irreparable hardships, agony and unable to run his family requested for reinstatement with full back wages, continuity of services with regular pay scale, regularization, ancillary benefits from the date of his appointment i.e., 01.08.1992.

3. The II Party filed its statement of Objection interalia contending that the claim of the I Party is not maintainable on facts and in law; that the I Party is not a workman of the II Party and was engaged by Staff Welfare Committee of the Lunch Room of the Administrative Office which is not an industry within the scope; that the Non-registered Trade Union can no longer represent in an industrial dispute; that he being taken on clear vacancy of the sub-staff is false; that he has not worked for 26 years continuously; that Paragraph 20.8 of the Bipartite Settlement is not applicable, the question of regularization does not arise; that he was working in canteen which has been clarified in the year January 2015 itself; that the management has applied No work no pay principle to the I Party and the I Party himself abandoned his work on his will and the II Party did not credit any wages to the Bank Account; that the Officer did not ask the I Party to submit his bio-data, Aadhar Card to pay his salary and to work under contractor as there is no contractor engaged for running lunch room service; that on 08.06.2018 the I Party himself did not come for work; that the II Party has not done any unfair labour practice, hence, granting retrenchment compensation does not arise under Section 25F of Bipartite Settlement, the cessation of service was on account of abandonment of service; the question of allowing the I party to continue to serve in canteen does not arise; that the wages and service conditions of the Employees of the II Party are governed by the provisions of Sastry Award, Desai Award and Bipartite Settlement, as the I party was engaged by Staff Welfare committee, he is not a workman as he was merely engaged on casual and on daily rated basis; that the work done by him is perennial in nature is false and denied as such; that the I Party has accepted the severance compensation of Rs. 1,10,400.00, he cannot claim reinstatement as a matter of

right and seek permanent employment with the II Party; the I Party has refused to arrive at an amicable settlement with the II Party during the conciliation proceedings; that the allegations made against the Bank officials having adopted untouchability against the I party purely on caste basis is utterly false and mischievous and made with an intention to harass the representative of the II Party; that the relief claimed by the I Party seeking reinstatement is legally and factually untenable and not maintainable on facts or in law; that there is no liability for the II Party to make payment of Rs. 15,056.00 towards wages as claimed by the I Party and hence, the claim of the I Party is deserved to be dismissed in limine as he is not entitled for any relief or award as claimed by him in the claim statement with compensatory costs.

4. From the rival pleadings the following issues arise for consideration:

(1) Whether the I Party is proved to have continuous service of 26 years under the II Party as claimed by him from 01.08.1992 till 08.06.2018?

(2) Whether the I Party is illegally terminated from service on 08.06.2018 by the II Party as contended by the I Party?

(3) Whether the II Party has violated the provisions of Section 25F of the ID Act?

(4) Whether the I Party is entitled to get any of the reliefs prayed for?

(5) What is the proper award to be passed?

5. The I Party got examined himself as WW 1 and got Ex W-1 to Ex W-23 series marked on his side. From the side of the II Party MW 1 is examined.

6. Issues No. 1 to 4 : All these issues are discussed together to avoid repetition as the points underlying in all these issues are closely intertwined and inter-related.

7. The I Party claims to be in service under the II Party as sub-staff in scavenger post at its Keshwapur Branch, Hubli right from 01.08.1992. He claims to have continued in service till the date of his alleged retrenchment from service on 08.06.2018 and thereby has completed 26 years of service continuously. He did further claim that though named as scavenger, the II party officials have made him to perform all the works of a permanent sub-staff. It is his further claim that his salary for the month of May 2018, just prior to his so called retrenchment was Rs. 15,060.00. From 2013 onwards he was paid wages at the minimum of pay scales of Sub-staff and credited every month to his Savings Bank account. Exhibits W-23 series are the four SB Account pass books in the name of the I party revealing remittance of Wages to his SB Account bearing No. 10467163914 from 08.07.2011 to 04.06.2013, 05.06.2013 to 27.05.2015, 01.06.2015 to 06.11.2017 and from 06.11.2017 with a last entry dated 25.03.2019. Ex W-23 Pass books are seen issued on 08.07.2011, 10.07.2013, 12.06.2015 and 27.11.2017 respectively. All along the wages of the I Party are seen credited to his aforementioned SB Account consistently.

8. Ex W-1 is shown to be the Photostat copy of the Statement revealing the Salary paid to the I Party since March 1993 till July 2005, mostly covering the entire months in the whole years except 1993. In the year 1993 the salary for six months alone are shown with breaks in between, in all the subsequent years salary is seen paid to the I Party for the entire twelve months. Ex W-1 also contains a list of arrears of salary on account of 8th Bipartite Settlement – salary paid particulars in respect of I Party bearing Employee No. 6001 showing gross total figure Rs. 1,25,994.24 and net amount of Rs. 1,24,614.24. How the I Party could secure Ex W-1 bearing the seal of the office remains as a mystery, though he claims to have received the same from one Mr. Maltesh Kulkarni, Official of the Zonal Office, more particularly when the Application for copy of the same is not forth coming from his side. Anyhow, since the document is seemingly bearing the seal of the office, I do not ponder much upon that than the contents it bears.

9. With similar zeal the I Party has produced a catena of Photostat copies of the internal official communications within the Bank with reference to his service, leaving the process of securing the same in mere assumption. Ex W-2 is the copy of the Note issued by the Chief Manager, Zonal Office, SBI to Deputy General Manager dated 08.08.1992 revealing that the I Party was working as temporary sweeper to clean the toilets of Office in the morning from three hours on a lumpsum pay of Rs. 650.00 and it speaks about a request from the Staff Union during the Bipartite meeting held on 06.08.1992 to absorb him in the permanent vacancy as full time sweeper and the proposal of the Bank to ask him to work both in the forenoon and afternoon if he is absorbed in the permanent vacancy as full time sweeper and also to ask him to work full time from 10.08.1992 until the II Party absorbs him in the permanent vacancy and to pay him salary as applicable to permanent employees.

10. Ex W-3 is an internal letter from the Deputy General Manager to the Circle Development Officer, SBI, Personal Department, Local Head Office, Bangalore, dated 10.11.2001 referring to Ex W-2 which reveals that the recommendation for utilizing the service of the I Party for full day on payment of full salary was not approved and he has been paid three fourth wages and that he was granted annual increments as per the extant service rules governing award staff.

11. As per Ex W-4 dated 02.01.2003, the Chief Manager, Zonal Office has addressed a note to the Chief Manager (PER & HRD) dated 02.01.2003 furnishing the name of the I Party as the one and only temporary / daily wage employee who has completed 240 days of service in a calendar year continuously from 10.08.1992 and his aggregate qualifying temporary service / daily wage service as 10 years 01 month and 20 days as on 30.09.2002.

12. Ex W-5 copy of the statement of appointments made on daily wages for the month of January 2005 dated 02.02.2005 shows the name of the I Party under the designation scavenger with aggregate temporary service of 13 years 01 month and 22 days with date of appointment as 10.08.1992 for cleaning of toilets at Office and Bank House. This piece of evidence goes diametrically opposite to the oral testimony of MW 1 denying WW 1 having performed the work of scavenger in the II Party Bank.

13. Ex W-6 accompanied with Ex W-7 is an intimation from the Chief Manager (OA) to the Chief Manager (PER & HRD) dated 21.07.2005 revealing that the services of the I party continued to be used on payment of 3/4th wages by debit to charges A/c (Salaries and allowances).

14. Ex W-8 dated 16.08.2005 an internal communication from the Zonal Office to the Chief Manager (PER & HRD) is also on similar lines. Ex W-9 issued by the General Manager to the Deputy General Manager, Hubli, dated 11.05.2006 reveals that the I Party has completed more than 240 days of service during the year 1994 onwards and hence he becomes a protected employee in terms of the Industrial Dispute Act, however making the Bank's stand clear that there is no question of considering his permanent absorption and also requiring to some action against the Officials in retaining him as a temporary sweeper for such a long period. At no stretch of imagination it could be assumed that the I Party would be normally blessed with copy of such an internal communication at the instance of the officials of the II Party; instead procurement of Ex W-9 would only be by way of hooks and crooks by the I Party himself.

15. Ex W-10 is the application submitted by the I party before the ALC(C), Hubli, raising a dispute seeking conciliation dated 16.06.2018. In Ex W-11 statement submitted by the management before the ALC(C), Hubli, duration of the service of the I Party is confirmed till 13.03.2018 in the lunch room of the Administrative Office of the Respondent Bank with reference to the Attendance marked by him. Under Ex W-11 dated 15.11.2018, the management expressed its agreement to pay wages approved to him from 01.12.2017 to 13.03.2018 and the same is sought to be recorded in the proceedings of settlement. Ex W-12 is the proceedings before the ALC(C) dated 15.11.2018 advising the management to make payments to the I Party as per Payment of Wages Act and Payment of Bonus Act on or before 22.11.2018 under intimation to the said office. Eventual consequence is reflected in Ex W-13 report submitted by the II Party management revealing credit of Rs. 89,400.00 towards the total wages of I Party for the period from 01.12.2017 to 07.06.2018 and Rs. 21,000.00 towards the bonus for the period 01.04.2015 to 31.03.2016, 01.04.2016 to 31.03.2017 and from 01.04.2017 to 31.03.2018, totaling to Rs. 1,10,400.00 towards his SB Account bearing No. 10467163914 with the II Party bank at Hubli Main Branch. The said payment is illustrated in Ex W-23 passbook for the relevant period.

16. As per Ex W-17, the management offered a sum of Rs. 78,095.00 as retrenchment compensation and Rs. 14,544.00 as one month's notice period wages to the I Party without prejudice to its contention in the conciliation proceedings and requested the Conciliation Officer to conclude the conciliation proceedings and to record settlement for a total amount of Rs. 2,03,039.00 along with tables of calculation under the respective heads. None of the records produced in evidence reveal that the said amount offered by the management has been blissfully accepted by the I Party ever during the conciliation proceedings. In the light of the documentary evidence discussed above, there is no basis for the stand of denial adopted by MW 1 relating to the continuous services proved to have been rendered by the I Party in the II Party Bank.

17. Ex W-18 is the proceedings before the ALC(C), Hubli, the Conciliation Officer recording failure of conciliation and issuance of certificate accordingly as per the request of the I Party.

18. Eventually this petition is filed under Section 2(a)2 by the I Party. The documents referred to and discussed above evidently indicate continuous service of the I party for a pretty good period of duration commencing from 1992. Apparently his service under the II Party came to a standstill in the year 2018. Entire wage arrears, as already observed, stood cleared off under Ex W-13 in addition to the bonus upto then. So ample evidence is there on record establishing that the I Party workman has performed continuous service under the II Party for years together while the mandatory requisite obliging the II Party to perform its statutory duties towards the workman is only 240 days of service of the workman. Therefore it can be safely inferred that the termination of the I Party from service in early June 2018 without giving notice of retrenchment, one month notice pay and retrenchment compensation is strictly in violation of the provisions of Section 25F of the Act. It is profitable to extract Section 25F from the statute in this context. It reads:

Section 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: [***] [Proviso omitted by Act 49 of 1984, Section 32 (w.e.f. 18.8.1984).]

(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] [Substituted by Act 36 of 1964, Section 14, for " for every completed year of service" (w.e.f. 19.12.1964).] 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.] [Inserted by Act 36 of 1964, Section 14 (w.e.f. 19.12.1964).]

It is equally clear that retrenchment / termination of the I Party did occur not on account of any fault on its part as no such contention rather allegation is put forth against him by the II Party but purely a unilateral decision of the Employer. In the afore discussed factual scenario, such unilateral action by the II Party does not stand justified by any reason.

19. As on the date of examination of the I Party as WW 1, his age is shown to be 55 years before this Tribunal. Necessarily he stood superannuated in the year 2024. One of the reliefs sought in the claim petition is reinstatement to service with full backwages, continuity of service, regular pay scales, regularization and ancillary benefits from the date of his appointment. Since the I Party has already superannuated as he attained 60 years in the year 2024, no question of his reinstatement into service does arise. All the same the law stands in guard to protect his rights prescribing that the workman who has attained the age of superannuation can be awarded backwages if his termination or dismissal is found to be illegal, wrongful or unjustified. In the aforesaid discussion it is amply found that the termination of the I Party from the service is illegal, wrongful and unjustified. So much so, while reinstatement is not feasible in respect of him as he has already reached the retirement age, this tribunal can award backwages with continuity of service for the purpose of calculating his consequential benefits viz., Bonus and Gratuity, from the date of termination till the date of superannuation.

20. Since the termination of the I Party is found illegal, unfair and inoperative since the provisions of Section 25F are violated by the Employer, and not on the fault of the I Party, he is entitled for full backwages. Since Ex W-17 shows the one month's notice period wage as Rs. 14,544.00 payable to the I Party, the backwages found payable by the Employer to the I Party is to be counted at Rs. 14,544.00 per month from the date of his termination till the date of superannuation. Along with full backwages, the I Party is entitled for getting the benefit of continuity of service for the purpose of calculating his consequential benefits viz., Bonus for the rest of the period i.e., from 01/04/2018 and Gratuity as well. Such continuity of service is countable for calculating PF also if found eligible in a proceeding if any initiated there on. Since full backwages is counted for the duration of his deemed service w.e.f. the date of his termination, I am not inclined to grant him a further amount of retrenchment compensation, just to prevent an unjust enrichment or double benefit for the same period.

21. With this view the discussions on this issue are concluded drawing the finding indicated above and the following Award is passed.

AWARD

The Petition is allowed in part granting full backwages to the I Party @ Rs. 14,544.00 (Rupees Fourteen Thousand Five Hundred Forty Four only) per month from the date of his termination till the date of superannuation on attaining 60 years of age with continuity of service for the purpose of :

(i) Calculating consequential benefits of Bonus from 01.04.2018 to the date of superannuation;

(ii) Calculating Gratuity from August 1992 till the date of his superannuation, if not already paid by the II Party and;

(iii) for calculating Provident Fund as well, if found eligible in a proceeding if any, initiated there on.

No order as to costs. Transmit.

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

K P INDIRA, Presiding Officer

नई दिल्ली, 20 मई, 2026

का.आ. 1020.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार भारतीय रिज़र्व बैंक नोट के प्रबंधन, संबद्ध नियोजकों और उनके कर्मचारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय बंगलोर के पंचाट (27/2022) प्रकाशित करती है।

[सं.एल-12011/37/2022-आई.आर.(बी-1)]

सलोनी, उप निदेशक

New Delhi, the 20th May, 2026

S.O. 1020.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref.27/2022) of the *Cent.Govt.Indus.Tribunal-cum-Labour Court Bangalore* as shown in the Annexure, in the industrial dispute between the management of Bharatiya Reserve Bank Note and their workmen.

[No. L-12011/37/2022- IR (B-I)]

SALONI, Dy. Director

ANNEXURE

DATED : 01st April 2026

PRESENT : **Smt. K P INDIRA**

Presiding Officer

CR No. 27 / 2022

I Party

The General Secretary,
Bharatiya Reserve Bank
Note Mudran Employees
Union, Note Mudran Nagar,
Mysore-570 003

II Party

The Managing Director,
Bharatiya Reserve Bank Note
Mudran (P) LTD., Corporate
Office, No. 3 & 4, 1st Phase,
BTM Layout, Bannerghatta
Road, PB No. 2924, Bangalore
560 029

Appearance

Advocate for I Party : V S Naik

Advocate for II Party : Tejaswini B. R

AWARD

The Central Government vide Order No. L-12011/37/2022 (IR (B-I) dated 01.12.2022 in exercise of the powers conferred by Sub-Section (1) and Sub-Section 2(A) of Section 10 of Industrial Dispute Act, 1947 (for brevity 'the Act' hereafter) referred the following Industrial Dispute for adjudication.

“Whether the action of the management of the Bharatiya Reserve Bank Note Mudran PVT LTD., Mysore in not considering the demand nos. 4,6,7,9 and 10 of the Bharatiya Reserve Bank Note Mudran Employees Union, Mysore, vide letter dated 21.05.2022 and 13.07.2021 is proper, legal and justified? If not, what relief the said union is entitled to?”

1. During the pendency of the case, the I Party filed a memo seeking closure of the instant case on the factual premises that the instant case relates to some demands raised by the I Party workman and another case is already stood registered as CR 47/2025 on a reference by the Central Government vide order dated 15.07.2025 in which all the demands raised by the I Party have been included in the schedule of reference. It is equally stated that in view of the subsequent reference CR 47/2025, the instant case CR 27/2022 became infructuous.

2. The II Party also conceded to the submission raised by the I Party. Accordingly, the instant case CR 27/2022 is liable to be closed as the entire issue to be adjudicated in this case is covered in CR 47/2025 and hence, the following Award :-

AWARD

The reference is closed for the reasons stated above.

(Dictated to LDC, transcribed by him, corrected and signed by me on 01.04 2026)

K P INDIRA, Presiding Officer

नई दिल्ली, 19 मई, 2026

का.आ. 1021.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार पसंदीदा अंतर्राष्ट्रीय, ठेकेदार फर्म एसबीआई, पंजाबी मोर शाखा, रानीगंज के प्रबंधतंत्र, संबद्ध नियोजकों और उनके कर्मकारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय आसनसोल के पंचाट (19/2017) प्रकाशित करती है।

[सं.एल-12012/106/2016-आई.आर.(बी-1)]

सलोनी, उप निदेशक

New Delhi, the 19th May, 2026

S.O. 1021.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref.19/2017) of the *Cent.Govt.Indus.Tribunal-cum-Labour Court Asansol* as shown in the Annexure, in the industrial dispute between the management of Favourite International Contractor Firm, SBI, Panjabi More Branch, Raniganj and their workmen.

[No. L-12012/106/2016- IR (B-I)]

SALONI, Dy. Director

ANNEXURE

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

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

REFERENCE CASE NO. 19 OF 2017

PARTIES: Akshay Chandra Das

Vs.

- (1) Favourite International, Contractor Firm.
- (2) SBI, Panjabi More Branch, Raniganj.

REPRESENTATIVES:

For the Petitioner workman : Mr. Khokon Mukherjee, Advocate.
For Favourite International : None.
For SBI Panjabi More Branch : Mr. Basudeb Choudhury, Advocate.

INDUSTRY: Banking.

STATE: West Bengal.

Dated: 03.02.2026

AWARD

In exercise of powers conferred under clause (d) of Sub-section (1) and Sub-section (2A) of Section 10 of the Industrial Disputes Act, 1947 (14 of 1947), the Government of India through the Ministry of Labour, vide its Order **No. L-12012/106/2016-IR(B-I)** dated 26.10.2017 has been pleased to refer the following dispute between the employer, that is Favourite International, Contractor Firm and the principal employer S.B.I., Panjabi More Branch, Raniganj with their workman for adjudication by this Tribunal.

SCHEDULE

“ Whether the action of the management of M/s. Favourite International, Contractor of S.B.I., Panjabi More Branch, Raniganj, Dist. Burdwan in terminating the service of Shri Akshay Chandra Das, Generator Operator, without following the provisions of Section 25F of the Industrial Disputes Act, 1947 is legal and justified. If not, to what relief the workman is entitled to and from which date? ”

1. On receiving Order **No. L-12012/106/2016-IR(B-I)** dated 26.10.2017 from the Government of India, Ministry of Labour, New Delhi for adjudication of the dispute, a Reference case was registered on 08.11.2017 and an order was passed for issuing notice to the parties through registered post, directing them to appear and submit their written statements along with relevant documents in support of their claims.

2. The aggrieved workman filed written statement on 08.01.2018. Fact of the case leading to this Industrial Dispute as disclosed in the written statement is that the petitioner was temporarily appointed as a Generator Operator in place of his father Joydev Das at State Bank of India (hereinafter referred to as SBI), Panjabi More Branch, Raniganj, Dist.- Burdwan. The petitioner served on regular basis for more than seven (7) years ten (10) months and was an employee of Favourite International, a Contractor Firm. He was deployed as a Housekeeping staff w.e.f. 05.12.2012. On 27.09.2014 Akshay Chandra Das was transferred to Kunustoria Branch of SBI vide letter No. FI/Durgapur-15/4-09 dated 27.09.2014. He performed his duty at Kunustoria Branch of SBI and thereafter he was again transferred back to his earlier place of posting i.e., Punjabi More Branch. Mr. P. K. Sen, the Proprietor of Favourite International terminated his service by issuing letter no. FI/Durgapur-15/3/14-11 dated 20.11.2014 without giving any opportunity to the petitioner to defend himself against the charge mentioned in the letter. According to the workman such action of the employer is pre-meditated, illegal and arbitrary. The employer thereby violated the principles of natural justice and adopted unfair labour practice.

3. The petitioner made several representations verbally and in writing for his reinstatement but the petitioner was not provided with any employment. He raised an Industrial Dispute before the Regional Labour Commissioner (C), Asansol, which resulted in a failure. The Government in exercise of its power under Section 10 of the Industrial Disputes Act, 1947 referred the scheduled dispute for adjudication. The petitioner in the written statement has prayed for his reinstatement in service with full back wages for the period he remained idle.

4. After service of Notice upon the Proprietor of Favourite International, through registered post, none appeared for the Contractor Firm.

5. SBI, Panjabi More Branch, Raniganj, appeared and filed their written statement on 11.07.2018. The contention of the Bank is that the petitioner, Akshay Chandra Das is an employee of Favourite International and there is no relationship of employer and employee between the petitioner and the Bank. SBI engaged Favourite International for providing housekeeping and maintenance staff at their Branch on the basis of an agreement between the Bank and the Contractor Firm. Favourite International engaged the petitioner and exercised control and supervision over the workman and also made payment of wages to him. Therefore, the Bank is neither the principal employer nor does it have any duty towards the petitioner. It is contended that if there is any violation of condition of employment or retrenchment, in breach of the provisions of the Industrial Disputes Act, 1947, the contractor firm would be responsible. The management of the Bank further averred that the petitioner was never engaged at SBI, Panjabi More Branch on retirement of his father Joydev Das nor did he continue as an employee of the Bank on regular basis as has been claimed by him. The Bank asserted that the petitioner was all along an employee of Favourite International and the Bank did not issue any Identity Card or letter of appointment to the petitioner. Further case of the Bank is that the onus of compliance of provision of Section 25F of the Industrial Disputes Act, 1947, lies upon Favourite International and not upon the management of the Bank.

6. The point for consideration in this case is whether the action of Favourite International, contractor of SBI, Panjabi More Branch in terminating the service of Akshay Chandra Das is legal and justified. If not, to what relief the petitioner is entitled to.

7. Akshay Chandra Das is only witness examined in this case. He has filed an affidavit-in-chief, reiterating the case in his pleadings. During his evidence he has produced the following documents :

- (i) Copy of letter of termination dated 20.11.2014 issued to Akshay Chandra Das by the Proprietor of Favourite International, which is admitted in evidence, as Exhibit W-1.

- (ii) Copy of the representation of Akshay Chandra Das to the Proprietor of Favourite International, as Exhibit W-2.
- (iii) Copy of the Pay Slip issued by Favourite International, Kolkata, as Exhibit W-3.

It transpires from the evidence adduced by the workman is that he laid no claim that he rendered continuous service at SBI through the Contractor Firm or otherwise. He stated that he used to receive a pay of Rs. 7,000/- (Rupees seven thousand only) per month as salary. The witness could not state the date of his termination from job by the Contractor Firm. The letter of termination dated 20.11.2014 has been produced by the workman to establish that he was terminated. He further stated that he has no document to show that the monthly emolument were paid to him by SBI.

8. In cross-examination on behalf of SBI, the witness gave out that the Pay Slip filed by him was issued by Favourite International, Kolkata. He further admitted that there is no mention in the Pay Slip that he was employed by SBI, Panjabi More Branch. The witness failed to state the terms of agreement between the Bank and the Contractor Firm under which he worked. Finally, the witness conceded that he had no employer-employee relationship with SBI, Panjabi More Branch and he claimed the reliefs against the Contractor Firm.

9. On 03.02.2026 the case was taken up for hearing during Special Campaign after service of Notice to the workman petitioner, Contractor Firm and SBI through registered post. None appeared for the respective parties. The case was taken up for consideration on the basis of materials on record as disclosed above.

10. It is clear from the facts disclosed in the pleadings of the terminated workman and the management of SBI that Akshay Chandra Das was employed at SBI, Panjabi More Branch as a Housekeeping staff outsourced through Favourite International, a contractor firm, having its registered office at 21-G, Deshapriya Park Road, Kolkata-700026. The Proprietor of the firm did not participate in the proceeding before the Tribunal, despite service of Notice upon him at this registered address. The witness in his cross-examination admitted that he is not a direct employee of the Bank and he claimed relief against the Contractor Firm. Undisputedly, the service of the workman was terminated by the Proprietor of Favourite International through letter dated 20.11.2014 with immediate effect (Exhibit W-1). On a perusal of the letter I find that the reason for his termination was embezzlement. There is no evidence on record that any proceeding was initiated to substantiate such charge against him. Therefore, I safely hold that the concerned workman had no opportunity to defend himself against such wild allegation. The workman submitted a representation on 09.06.2015 (Exhibit W-2) where he clearly denied the charge as false, vexatious and totally against his reputation. No action was taken by the Contractor Firm to reinstate him. The Pay Slip filed by the workman as Exhibit W-3 further established that he was an employee of Favourite International and had no employer-employee relationship with SBI. In this case the workman is not entitled to any relief against the management of SBI, Panjabi More Branch.

11. No evidence has been adduced by the Bank. SBI did not produce any copy of its work order issued in favour of the Contractor Firm to prove the terms of agreement and the time period for which the Contractor Firm was engaged to supply contract labourer to the bank. The workman neither made any whisper in the written statement nor in his evidence that he rendered continuous service under Favourite International during the previous years. Therefore, he has not satisfied the condition precedent entitling him to receive retrenchment compensation which is equivalent to fifteen (15) days' average pay for every completed year of continuous service or any part thereof in excess of six months. The term "*retrenchment*" has been defined in Section 2(oo) of the Industrial Disputes Act, 1947 as : "*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;"*

12. In the instant case Exhibit W-1 disclosed that the workman was terminated for his involvement in embezzlement of funds but the indictment has not been established by any Disciplinary Proceeding. There is no evidence in record to suggest that the termination of the workman was a result of the non-renewal of the contract for employment between the Bank and the Contractor Firm on expiry of such contract. In the present case the workman has been terminated from service in an unjust manner and without giving one month's prior Notice in writing, disclosing the reason for his retrenchment. Under such circumstances I am of the considered view that the dismissed workman is entitled to one (1) month's wage from the employer contractor firm for his termination without issuance of one (1) months' prior Notice. The dismissed workman did not adduce any evidence regarding the period of continuous service rendered by him under Favourite International. No evidence has been led to bring on record if the

contractor firm is continuing as service provider of SBI. In absence of such vital evidence no order can be passed for reinstatement of the workman. The workman's claim for his reinstatement and back wages therefore cannot succeed. The Industrial Dispute is accordingly allowed in part.

Hence,

ORDERED

that the Industrial Dispute is allowed ex-parte, in part against the Proprietor of Favourite International, the Contractor Firm. It is dismissed against State Bank of India, Panjabi More Branch, Raniganj. The Proprietor of Favourite International is directed to pay one (1) month's salary / wage to Akshay Chandra Das for his illegal retrenchment without one (1) month's prior Notice to him. The amount be paid to the workman within two (2) months from the date of communication of the Award. Let an award be drawn up in light of my above findings. Let copies of the Award in duplicate be sent to the Ministry of Labour, Government of India, New Delhi for information and Notification.

ANANDA KUMAR MUKHERJEE, Presiding Officer

नई दिल्ली, 22 मई, 2026

का.आ. 1022.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार न्यायमूर्ति (सेवानिवृत्त) आनंद कुमार मुखर्जी, पीठासीन अधिकारी, सी.जी.आई.टी.-सह-एल.सी., कोलकाता के प्रबंधन के संबद्ध नियोजकों और अजय तिवारी और अन्य (ठेकेदार के श्रमिक मजदूर संघ द्वारा प्रतिनिधित्व) कर्मचारी के बीच अनुबंध में निर्दिष्ट केन्द्रीय सरकार औद्योगिक अधिकरण- सह- श्रम न्यायालय, कोलकाता पंचाट (संदर्भ संख्या-26/2022) को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है।

[सं.एल-14011/24/2016-आईआर (डीयू)]

सलोनी, उप निदेशक

New Delhi, the 22nd May, 2026

S.O. 1022.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 26/2022) of the **Central Government Industrial Tribunal cum Labour Court, Kolkata** as shown in the Annexure, in the Industrial Dispute between the employers in relation to **Justice (Retd.) Ananda Kumar Mukherjee, Presiding Officer, C.G.I.T-cum-L.C., Kolkata and Ajay Tiwari and Others (represented by Contractor's Workers Mazdoor Sangh)** workman.

[No. L-14011/24/2016-IR (DU)]

SALONI, Dy. Director

ANNEXURE

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

PRESENT: Justice (Retd.) Ananda Kumar Mukherjee,
Presiding Officer,
C.G.I.T-cum-L.C., Kolkata.

REFERENCE CASE NO. 26 OF 2022

PARTIES: Ajay Tiwari and Others
(represented by Contractor's Workers Mazdoor Sangh)

Vs.

Management of Rifle Factory Ishapore

REPRESENTATIVES:

For the Union/Workmen: Mrs. Malabika Saha, Advocate.
Ms. Sharmistha Paul, Advocate.
For the Management of RFI: Mr. Ajit Kumar Mishra, Advocate.

INDUSTRY: DEFENCE.
STATE: WEST BENGAL.
Dated: 21.01.2026

AWARD

In exercise of power conferred under clause (d) of Sub-section (1) and Sub-section (2A) of Section 10 of the Industrial Disputes Act, 1947 (14 of 1947), the Government of India through the Ministry of Labour, vide its Order **No. L-14011/24/2016-IR(DU)** dated 19.05.2022 has been pleased to refer the following dispute between the employer, that is the Management of Rifle Factory Ishapore and the petitioner workmen for adjudication by this Tribunal.

SCHEDULE

“ Whether the claim of Contractor's Workers Mazdoor Sangh vide letter dated 11.04.2016 to the management of Rifle Factory, Ishapore that 'Shri Ajay Tiwari and 16 others (list attached) working as contract labour in the establishment of Rifle Factory, Ishapore are performing the work which are same and similar in nature with that of workmen directly employed in the establishment of Rifle Factory, Ishapore', is proper, legal and justified? If yes, to what relief including regularization of these workers are entitled and what directions, if any, are necessary in the matter? ”

1. On receiving Order **No. L-14011/24/2016-IR(DU)** dated 19.05.2022 from the Government of India, Ministry of Labour, New Delhi for adjudication of the dispute, a Reference case was registered on 01.09.2022 and an order was passed for issuing notice to the parties through registered post, directing them to appear and submit their written statements along with relevant documents in support of their claims.

2. The Government of India in compliance with Order dated 18.11.2021 passed by the Hon'ble Division Bench of the Hon'ble High Court, Calcutta in M.A.T. No. 1863 of 2017, involving seven (7) contract workers referred the Industrial Dispute vide Order dated 15.02.2022 before the Central Government Industrial Tribunal -cum- Labour Court, Kolkata. Thereafter, in compliance with Order dated 03.01.2022 passed in M.A.T. No. 1852 of 2017, involving Ajay Tiwari and thirteen (13) others, Order dated 31.01.2022 passed in F.M.A. No. 502 of 2019 in connection with Bhola Nath Dey and Order dated 18.04.2022 passed in F.M.A. No. 193 of 2020 in connection with Sanjay Jaiswara and Order dated 18.04.2022 in M.A.T. No. 1873 of 2007, involving Subhash Jaiswara, the Government of India referred the Industrial Dispute for adjudication by this Tribunal by Order dated 19.05.2022. Though in Order dated 19.05.2022 it is mentioned that an Order dated 15.02.2022 has been issued by the Government of India for adjudication of an Industrial Dispute, no separate Schedule has been drawn up and learned advocate for petitioners did not clarify the questions raised. It is found that there is only one Schedule in respect of the seventeen (17) workmen whose names have been enlisted in the order of reference. The same does not contain any separate list of seven other contractual labourers.

3. The concerned union filed statement of claim on 30.03.2023 for all twenty-four (24) workmen. The nature of the dispute being same, all 24 workmen submitted made their representation through union. In gist, the fact of the case disclosed in the claim statement is that the petitioners are all contract labourers, working in Rifle Factory Ishapore (hereinafter referred to as RFI), engaged through different contractors from time to time since the year 2000. The workmen are deployed in the factory for performing electrical maintenance work, cooking, multi-tasking, housekeeping, segregation, oiling, turning, grinding, machine and assembling different parts of rifle in the factory. They are also engaged as replacement of regular workers of the factory. The petitioners have rendered more than twenty years of service at the Rifle factory. They have performed various skilled and semi-skilled works of electrician, mechanics and tradesmen and have rendered service for more than 240 days of continuous work for several years up to 2019. The petitioners contended that the management without imparting proper training engaged them in various skilled and semi-skilled work of electrician in the factory. Petitioners contended that there has been a shift in the policy of the management and on 23.02.2021 a Circular has been published regarding procedure for entry of contractual workers in the factory. They have not been permitted to take their gate-pass at the time of leaving the factory premises and the authorized supervisors collect the cards every day which are re-distributed to the persons authorized to enter. It is claimed that by such arrangement management tried to terminate the workmen who had been working in the factory for several years. The contractors are now deploying new labourers in place of old workers by withholding gate-pass thereby they are being subjected to unfair labour practice by the contractors and principal employer. Employment of many of the contractual labourers have been discontinued and curtailed and they are often forced to compromise by accepting work for 12 days in place of 26 days a month. The petitioners are not provided with medical facilities during factory accident and are deprived of payment of wages during holidays. They are under constant apprehension of layoff and non-payment of Provident Fund and gratuity amounts. Contractual workers even have been deprived of wages for service rendered on emergency duty during COVID period.

4. The petitioners are also aggrieved over their repeated Police Verification in December, 2015, after having completed fifteen years of service. There has been retrenchment of contractual workers since 2015 and their numbers

are reduced every year without assigning any reason. According to the aggrieved workmen the Government of India, the Ministry of Labour and Employment issued a Memorandum dated 23.01.2013, relating to status of contractual workers engaged by various Ministries and Departments of the Central Government, which provides that where workmen employed through contractor perform the same or similar kind of work as the regular workmen employed by the principal employer of the establishment, the wage rates, holidays, hour of work and other conditions of service of the workmen deployed through the contractors should be same as applicable to the workmen directly employed by the principal employer for similar kind of work but the contract labourers are not getting such benefits. The petitioners urged that the Contract Labour (Regulation & Abolition) Act, 1970 (hereinafter referred to as CLRA Act, 1970) and the Central Rules made thereunder provide regularization of contract labourers in the establishment and further provides for certain facilities to be extended to the contract workers engaged in the establishment by way of maintaining registers, issuance of wage slips and employment cards to the contract workers, provide for penal action against defaulters and Section 10 of CLRA Act, 1970 further provided that appropriate government by issuing Notification prohibit employment of contract labourer or otherwise, in an Industrial Dispute brought by a contract labourer in regard to conditions of service when it is to evade compliance with various benefits.

5. The primary contention of the petitioners is that unless the contract labourers get employment till the age of sixty years they would suffer immensely and the management of the principal employer should regularize the employees for whom they have discharged various work continuously for several years and were employed for more than 240 days each year. It is urged that engagement of petitioners through contractors is an artificial mechanism which is causing extreme financial distress to them and their family members. The petitioners claimed that they have been discriminated and treated unequally from the other contract labourers employed by the principal employer in the Rifle Factory. They have claimed for their regularization as skilled and semi-skilled workers in RFI till they attain the age of sixty years and pay proper wages, wages for holidays and other statutory pay according to law.

6. The management of RFI contested the Industrial Dispute by filing written objection on 17.07.2023 through the Deputy General Manager, RFI. It is asserted that the claim for absorption and regularization of contractual labourers at RFI was considered by the Conciliation Officer in the office of the Deputy Labour Commissioner (C), Kolkata on several dates but no agreement was reached between the parties, resulting in failure of conciliation. By letter dated 28.12.2016, the Deputy Director, the Ministry of Labour and Employment, Government of India, intimated that the case is not fit for reference to Central Government Industrial Tribunal -cum- Labour Court, Kolkata. The contractual workers filed Writ Petition bearing No. 16883W of 2017 and analogous matters before the Hon'ble High Court at Calcutta, inter alia praying for implementation of Office Memorandum dated 23.01.2013, related to engagement of workers through the contractors by the ministries and departments of Central Government, issued by the Ministry of Labour and Employment, Government of India and payment of wages at par with regular skilled and semi-skilled workers of the factory along with arrears of pay with retrospective effect and regularization or engagement till the age of sixty years. The petitions were dismissed by the learned Single Bench of the Hon'ble High Court at Calcutta. Order dated 23.08.2017 was challenged before the Hon'ble Division Bench of the Hon'ble High Court at Calcutta by 25 of the original petitioners through MAT / CAN. On 18.11.2021 the Hon'ble Division Bench on haring both parties passed a judgment disposing 7 of the MAT / FMA, quashing the order of the Ministry of Labour and Employment dated 28.12.2016 and directed the Government to refer the case to Central Government Industrial Tribunal -cum- Labour Court (hereinafter referred to as CGIT-cum-LC) within 12 weeks from the receipt of the order. The Ministry of Labour and Employment referred the Industrial Dispute before this Tribunal on 19.05.2022 on the basis of which Reference Case No. 26 of 2022 has been registered.

7. Management contended that the averments made by the union has gone beyond the scope and subject matter of the Schedule, raising various other allegations against the respondent company which are not raised during conciliation proceeding and they have impleaded more than 17 contract labourers which is beyond the schedule, as their names have not been mentioned in the list attached with the Schedule. According to the management, the respondent establishment did not deploy any contractual labourer for performing work which is allotted to the regular employees of the respondent. The regular employees are inducted through direct recruitment process for various trades but the present applicants were detailed under work contract orders issued to the contractor firms who provided manpower for performing works like shifting and segregation, cleaning, helping of kitchen staffs, etc. which are not performed by the regular employees of the company and are not perennial nature of work.

8. Management further denied that the applicants have worked in the factory continuously for twenty (20) years. It is asserted that the contractual workers are deployed under independent contracts and the contractors who have deployed the applicants in repetitive manner in the premises of the respondent have done so at their own discretion for performing miscellaneous work. The management of the employer company had no role in employing the petitioners and there has been no direct employment of the petitioners. The applicants therefore are not entitled to be absorbed as employees of the company on regular basis only for having worked for a long period through contractors.

9. According to the management the contract labourers have been granted access in the premises of the factory and "Temporary Passes" and passes with sub-heading "RFI (Labour Contractor Pass)" were issued to them with the sole purpose of granting entry to the contract labourers from time to time. The said passes are not same as Identity

Cards issued to the permanent employees. Management claimed that the applicants have neither been deployed as electrician nor in any other job that is performed by the regular employees of the factory. Therefore, the claim of the applicants that they have not been paid wages at par with regular employees on the basis of number of working days they have been engaged is without foundations and devoid of truth. Management emphasized that the premises of RFI is a high security zone as it involves production of small arms which are distributed to the Armed Forces Personnel, Civil Authorities and Central and State Police Forces of the country. The premises is guarded by the Defence Security Corps which is a wing of Indian Army and entry to the establishment is heavily restricted. The temporary passes issued to the applicants were not meant to be carried outside the factory by the contractual workers and the management issued such passes on condition they were returned at the time of their exit, after the working period ended.

10. It is urged that for the purpose of engaging contractual labourers to perform specific job through various contractors, work orders are issued from time-to-time, describing nature of work to be carried out and it also mentioned the number of persons required to be deployed in the premises of the employer company. The contractors submitted a list of contractual workers to be deployed and temporary passes are issued in their names. After expiry of contract no access is granted to the contract labourers. The management urged that the applicants were engaged from time to time through third party contractors and there is no employer-employee relationship between the applicants and the management of RFI. No letter of appointment nor order of retrenchment have been issued by the management in respect of the petitioners. Management contended that the issues raised regarding non-payment of wages and other alleged malpractices by the contractors, employing the applicants is not a subject matter of this Industrial Dispute answerable by the contractor firms and asserted that the contract labourers have been paid in conformity to the terms and conditions of the contract order. It is claimed that the contractor firms deploying such labourers have not been made parties to this dispute and Industrial Dispute shall fail. Management denied that the contractual labourers have performed similar kind of job undertaken by regular / direct employees of the respondent or they are entitled to equal pay at par with the regular employees. It has been categorically denied that the petitioners were assigned any type of work which have been abolished under Section 10 of the Contract Labour (Regulation and Abolition) Act, 1970. The management urged that there is merit in the claim and the applicants are not entitled to be regularized as employees of RFI, as they were never appointed nor engaged through a process of open selection against any sanctioned post. The selection and deployment of contractual workers rested to the discretion of contractor firm and the petitioners have willfully enlisted themselves under the contractor firms. It is contended that no prohibition Notification under Section 10(1) of the CLRA Act, 1970 has been issued and there is no scope for automatic absorption of contract labourers, as such they are not entitled to regularization. Management accordingly prayed for dismissing the Industrial Dispute filed by the petitioners with an exemplary cost.

11. The moot point for consideration in this case is whether the contractual workers / applicants are entitled to regularization in their employment in the RFI.

12. During pendency of this Reference, the petitioners approached the Hon'ble High Court at Calcutta for a direction of reinstatement of some of the petitioners during pendency of the Reference. While considering MAT 1057 of 2025 the Hon'ble Division Bench of the Hon'ble High Court at Calcutta took note of the fact that I am holding additional charge of CGIT-cum-LC / NIT, Kolkata till 23.01.2026 and requested to dispose of the reference case on or before 23.01.2026. In compliance with such direction hearing of the Reference case was preponed to 07.01.2026 and 08.01.2026, for adducing evidence, if any, and hearing of argument.

13. In order to establish their claim, the Contractor's Workers Mazdoor Sangh has examined three witnesses namely, Ajay Tiwari as Workman Witness No. 1, Rajan Ram as Workman Witness No. 2 and Raju Kahar as Workman Witness No. 3. All the three witnesses have submitted affidavit-in-chief. Ajay Tiwari (Workman Witness No. 1) has stated in his affidavit-in-chief that the petitioner has been working as a casual worker in RFI and he has served the factory since 2001, performing the work of electrical repair and maintenance. The witness deposed that he also worked as replacement of difference regular workers in the factory and rendered service for more than twenty years, performing 240 days of continuous work a year up to 2019. Thereafter, contractors disallowed them from working for more than 15 to 20 days a month. The witness further stated that he had been performing various skilled and semi-skilled work of an electrician and the management is constantly reducing the number of contract workers during the past few years and replacing the old workers by new workers. The witness claimed that an unfair labour practice has been adopted by the contractor and principal employer. Witness referred to an Office Memorandum issued by the Ministry of Labour and Employment, Government of India dated 23.01.2013 related to status of contractual workers engaged through contractors by various Central Government Ministries and Departments where the workers employed by the contractor perform the same or similar kind of work as the workmen employed by the principal employer, the wage rates, holidays, hours of work and other conditions of service of the workers of the contractor shall be same as applicable to the workmen directly employed by the principal employer. The witness further stated that he had been denied employment by the respondent after rendering service for decades and has been removed from his work by way of illegal retrenchment and non-payment of wages for more than five months. In course of his examination the witness has produced the following documents :

- (i) Copy of Advocate's letter dated 10.01.2018 addressed to the General Manager, RFI for issuing Gate pass to Ajay Tiwari, is produced as Exhibit W-1.
- (ii) Copy of the Office Memorandum of the Chief Labour Commissioner (C), Ministry of Labour and Employment, New Delhi dated 23.01.2013 is marked as Exhibit W-2.
- (iii) Copy of the Union's letter dated 11.04.2016 addressed to the Regional Labour Commissioner (Central-II), Kolkata for absorption and regularization of casual contract workers, as Exhibit W-3.
- (iv) Copy of the application submitted by Ajay Tiwari dated 09.08.2021 addressed to the General Manager, RFI, regarding less contribution to Provident Fund, as Exhibit W-4.
- (v) Copy of the Employees' Provident Fund Organisation Member Passbook of Ajay Tiwari, as Exhibit W-5.
- (vi) Copy of statement of deduction of Provident Fund, as Exhibit W-6.
- (vii) Copy of the letter of the Works Manager for the General Manager dated 02.11.2020 addressed to the Labour Enforcement Officer (Central), Kolkata-IV, regarding payment of wages to the contract labourers for the lockdown period from July to September 2020, as Exhibit W-7.
- (viii) Copy of Note sheet dated 04.09.2020 issued by the management for maintenance work at CNC-I, 33KV Substation, as Exhibit W-8.
- (ix) Copy of the Memorandum dated 13.07.2018 issued by the management of Rifle Factory for electrical work at LC Station, as Exhibit W-9.
- (x) Copy of the permission letter dated 12.08.2015 to carry out maintenance work inside the factory on 15.08.2015, as Exhibit W-10.
- (xi) Copy of the Note sheet dated 10.08.2015 issued by the management, as Exhibit W-10/A.
- (xii) Copy of Note sheet dated 21.03.2016 for working of contract labourers on 25.03.2016 and 27.03.2016 (holiday and Sunday), as Exhibit W-11.
- (xiii) Copy of Note sheet letter dated 31.10.2019 for working of contract labourers on 03.11.2019 (Sunday), as Exhibit W-12.
- (xiv) Copy of letter dated 28.12.2016 issued by the Deputy Director, Ministry of Labour and Employment, Government of India, addressed to the Union and General Manager, RFI, informing them that the case is not fit for reference to CGIT-cum-LC, Kolkata for adjudication is produced as Exhibit W-13.
- (xv) Copy of the letter dated 20.09.2016 issued by the Assistant Labour Commissioner (C)-I, Kolkata addressed to the Secretary, Government of India, the Ministry of Labour and Employment, informing failure of conciliation, as Exhibit W-14.
- (xvi) Copy of the Temporary Pass of Ajay Tiwari, as Exhibit W-15.

14. In course of cross-examination Workman Witness No. 1 deposed that they have been prevented from entering premises of the employer as their gate passes have not been renewed. Witness deposed that gate passes were issued by the principal employer directly and such gate passes have been produced as Exhibit W-8, Exhibit W-11 and Exhibit W-12. Witness stated that those passes were issued by the Section Officer in his name directly, which had to be submitted to the security office for the purpose of allowing them entry inside the factory. The witness admitted that the factory is a high security zone where weapons are manufactured. The witness claimed that RFI directly issued gate passes to them and not through contractors. After institution of this case the authority of the factory started withholding the passes and now, they are required to deposit the passes. It transpires from the evidence that the documents produced as Exhibit W-15 is a Gate pass, which was valid from 06.07.2021 to 03.10.2021 and it is a temporary pass issued to RFI Labour Contractor. The witness deposed that Exhibit W-9 and Exhibit W-10 are copies of job order dated 13.07.2018 and permission letter dated 12.08.2015 respectively which did not bear the names of the workmen engaged for repair work.

15. Ranjan Ram, another contract labourer is examined as Workman Witness No. 2, stated in his affidavit-in-chief that he had been serving as a Multi-tasking Staff since 2001 and he is Applicant No. 20. The witness stated that he was deposing on behalf of Applicant Nos. 2 to 24. Witness stated that Bikash Ghosh, Applicant No. 8 worked as a cook of DSC mess and requested for payment in respect of four holidays he worked every month. He complained that he was receiving payment of wages for 24 days a month. Raju Kahar (Applicant No. 12) was removed from his work from April 2021 to August 2021 and was paid wages from the account of the factory but from July 2021 to August 2021 he was without work. Witness stated that Santosh Das (Applicant No. 17), Dulal Chandra Das (Applicant No. 9), Sentu Das (Applicant No. 2), Tapan Gope (Applicant No. 11) and Dilip Hela (Applicant No. 16), all working

under M/s. Shivam Enterprise were not allowed to enter the factory to perform work and their names were excluded from the list dated 26.05.2022. Furthermore, it transpires from his evidence that Bhola Nath Dutta, Md. Nasiruddin and Sk. Rashid were subjected to coercive action by M/s. Mukherjee and M/s. Joyguru Enterprise and they were prevented from performing their duties.

16. In cross-examination the witness deposed that he has been working in the RFI since 1999 but he had documents regarding his engagement only from the year 2001 through different contractors. Witness stated that presently he is working under the contractor firm of Mr. Ajit Kumar Upadhyay but he has not filed any document to prove his engagement through different contractors. The witness further stated that he was engaged verbally and asked to go to the factory directly for their work. In his further cross-examination the witness deposed that he was engaged through M/s. Shivam Enterprise. It is admitted by the witness that according to Circular dated 23.02.2021 issued by RFI, the contractor employees are bound to return temporary Identity Cards at the factory itself before leaving the premises. It is gathered from the cross-examination of Workman Witness No. 2 that before 2021 they were allowed to carry their temporary identity cards.

17. Raju Kahar has been examined as Workman Witness No. 3. In his affidavit-in-chief he stated that he has worked as Multi-tasking Staff since 2000 and he is applicant No. 12. It transpires from his affidavit-in-chief that his nature of work was to collect and upload Nitrogen Gas, Argon Gas, Oxygen Gas, Steel DIA, Proof Cartridge and other defence materials since 2000. The witness while adducing evidence on behalf of Applicant Nos. 2 to 24 stated that they performed different type of works like shifting HT power panels, segregation, handling electrical equipment, loading unloading, cleaning, cooking, etc. The witness admitted that labourers are paid daily rated wages and copies of work orders dated 02.12.2018 and 04.09.2020 have been produced. The witness deposed that the number of labourers are being reduced and the President of the union had issued a letter to the General Manager, requesting him for retaining the existing workmen. Management has suddenly changed the entry procedure of contractual labourers to deny employment. Witness stated that Bikash Ghosh (Applicant No. 8) worked as a cook at DSC mess but he had not been paid wages for working during holidays. The witness stated that he was without work and not paid wages during pendency of the appeal. Other workmen like Bhola Nath Dey, Md. Nasiruddin, and Sk. Rashid were subjected to coercive action by the contracts M/s. Mukherjee and M/s. Joyguru Enterprise and were prevented from performing their duties. Applicants, Santosh Das (Applicant No. 17), Dulal Chandra Das (Applicant No. 9), Sentu Das (Applicant No. 2), Tapan Gope (Applicant No. 11) and Dilip Hela (Applicant No. 16), working under M/s. Shivam Enterprise were not allowed to enter the factory premises to perform their work. It transpires from the evidence of the witness that the union demanded absorption and regularization of the contractual workers at RFI but management did not pay any heed. In course of evidence the workman witness produced the following documents :

- (i) Copies of Gate Passes issued by Factory Manager to private contractor labourers are produced as Exhibit W-16 collectively.
- (ii) Copy of Note Sheet dated 04.09.2020 issued by the Head of Section in Electric Maintenance regarding deployment of contractor labourers for carrying out maintenance work in the Electrical Section is marked as Exhibit W-17.
- (iii) Copy of letter dated 25.01.2022 relating to deployment of contract labourers on 26.01.2022, issued by Head of Section/ Yard, RFI, as Exhibit W-18.
- (iv) Copy of letter dated 06.02.2018, disclosing that one Chhotelal Mahato, casual labourer performed his duty at the Accounts Office on 31.01.2018, as Exhibit W-19.
- (v) This is a copy of intimation issued by WM/ADMIN addressed to Sr. Security Officer, regarding deployment of contractual labourers on 02.10.2021, as Exhibit W-20.
- (vi) Copy of another intimation dated 18.12.2021 issued by the HOS/YARD to HOS/SO, regarding deployment of contractual labourers on 19.12.2021 (Sunday), as Exhibit W-21.
- (vii) Copies of Essential Service Certificates issued by the Army Officials at RFI in favour of various contractual workers, detailed for emergency duty, as Exhibit W-22 collectively.
- (viii) Copy of document relating to wage period of the applicants for the month of February, 2021 issued by M/s. Impressive Data Services Private Limited in respect of their clients, as Exhibit W-23 (after objection).
- (ix) Copy of the attendance sheet of skilled contractor labourers maintained by Jr. Works Manager, EM Section, RFI, as Exhibit W-24. The first three employees are petitioners in this case.

18. In course of cross-examination the witness admitted that the management of RFI did not issue any letter of appointment / engagement addressed to him.

19. Management of RFI did not adduce any evidence in this case. During cross-examination of Workman Witness No. 1 by the management copies of Order dated 12.04.2017 in W.P. No. 2887 (W) of 2017 and Order dated 16.09.2022 in W.P.A. No. 8254 of 2022 were marked as Exhibit M-1 and M-2 respectively.

20. Mrs. Malabika Saha, learned advocate advancing argument for the workers submitted that the applicants have been working as contract labourers in RFI since 2000, performing electrical maintenance work, cooking, multi-tasking, housekeeping, segregation, oiling, turning, grinding, machine and assembling different parts of Rifle in the factory and were also deployed as replacement workers in place of regular employees of the factory. Their work has been of sundry nature as skilled and semi-skilled workers and they worked continuously for more than 240 days in a year. Learned advocate referring to the cross-examination of Workman Witness No. 1, argued that the trend of cross-examination of workman witness on behalf of management clearly admits that workmen have been performing the work of electricians including overhauling, checking and cleaning of HT Switch, Gear panel at CNC 33KV Substation on the basis of work order issued by the factory which are work usually performed by regular and permanent employees of the factory.

21. Learned advocate referring to various documents produced by workman witnesses i.e., Temporary Gate pass (Exhibit W-15), Copy of the Employees' Provident Fund Organisation Member Passbook of Ajay Tiwari, (Exhibit W-5), Statement of deduction of Provident Fund (Exhibit W-6) and Special permission (Exhibit W-8) in the name of some workmen for performing duty, Job Order (Exhibit W-9), letter for job assistance (Exhibit W-10 and 10/A), Special permission to work inside the factory on Sundays and holidays (Exhibit W-11), Overhauling, checking and cleaning of HT Switch Gear panel at sub-station (Exhibit W-12), strenuously argued that the workmen were under the supervision and control of the management of RFI and they have rendered service for several years for which they should be regularized. It is contended that on 23.02.2021 a Circular has been issued restricting issuance of gate-pass to the contractual labourers and the principal employer adopted an unfair labour practice to remove the workers during pendency of the reference. It is urged that out of 24 workers 13 workmen were not been allowed to work without any reason. Learned advocate claimed that essential service certificate had been issued by the factory to all the workmen, proves that their service is essential for the factory and urged that the workmen may be regularized in their employment under the management of RFI with retrospective effect and on payment of back wages at par with the regular workmen of the establishment. In support of her argument learned advocate has placed reliance upon the decisions in the cases of (i) **Shripal and Another Vs. Nagar Nigam, Ghaziabad [Civil Appeal Nos. 8158-8179 of 2024]**, (ii) **Ms. Reena Kumari Gaur and 7 Others Vs. The Delhi Cantonment Board [I.D. No. 258/2022]**, (iii) **Dharam Singh and Others Vs. State of Uttar Pradesh and Another [Civil Appeal No. 8558 of 2018]**, and (iv) **M/s. New India Motors (P) Ltd. Vs. K.T. Morris [(1960) 3 SCR 350]**. It is claimed that if the contract between the principal employer and the contractor is sham, nominal and merely a camouflage to deny employment benefits to the employee then there is in fact a direct employment of such contract labourer and he is entitled to regularization.

22. Mr. Ajit Kumar Mishra, learned advocate for the management of Rifle Factory refuting the claim for regularization argued that the Industrial Dispute has been raised by 17 applicants who have been employed at RFI through various contractors but the contractors have not been impleaded as parties in this case and the proceeding is not maintainable. It is submitted that supply orders are issued to the contractor firms on the basis of tender process and the department specifies the number of heads required to be deployed in the premises for certain jobs defined in the Work Order. The terms of contract do not specify any individual workman for detailment and the contractor sends the list of workers who are to carry out the works. The management of Rifle Factory thereafter provides access to the workers by issuing temporary Gate pass after their police verification. Learned advocate argued that deployment of any workman is entirely to the discretion of the contractor and the management has no role in granting appointment and retrenchment of the union. According to the management there is no employer-employee relationship between the establishment and the workmen represented by their union. Mr. Mishra submitted that temporary passes are issued to the contractual workers only to provide them accesses inside the premises of the factory, which is a high security zone. The temporary passes issued to the contract workers are required to be returned to the security staff when they leave the factory premises. The passes bear the expression "Labour Contractor Pass" which goes to support the employer's case that such persons are employed through contractors.

23. Learned advocate pointed out that the contractual workmen participated in the work on the basis of work orders and have no employer-employee relationship with the management of the company. Payments were made to the contractors for the work done who in turn issued wage slips to the workmen and Employees' Provident Fund as well as Employees' State Insurance contributions were deducted by the contractor. The principal employer only ensures that the wages are paid to the contractual employees in time. In case of failure of payment of wages, within time, the management stood responsible to pay short wages directly as per mandate of Section 21(4) of the CLRA Act, 1970, as a welfare measure to safeguard the interest of the workers. Referring to copies of Note sheets produced in course of evidence, it is argued that the internal Note sheets have been obtained from the department without permission and notwithstanding production of such Note sheets it would be evident that the contractual workers have been detailed in connection with specific work intermittent auxiliary activity like shifting of debris, cleaning of the Shop Floor, etc. It is urged that there is no privity of contract between the contractual workers and the management of RFI and the contractual labourers have not been appointed directly by the Competent Authority in establishment against any sanctioned vacancy. Learned advocate for the management to fortify his argument placed reliance upon the decisions in the case of (i) **Steel Authority of India Limited and Others Vs. National Union Waterfront Workers and Others [2001 (7) SCC 1]**, (ii) **Secretary, State of Karnataka and Others Vs. Umadevi and Others [2006 (4) SCC 1]**, and (iii) **Kirloskar Brothers Limited Vs. Ramcharan and Others [(2023)**

1 SCC 463] and urged that there is no merit in the claim for regularization of the contract labourers and the Industrial Dispute is liable to be dismissed.

24. Having heard the rival arguments advanced by the learned advocate for the respective parties and on perusal of the record, evidence adduced and written notes of argument, I am of the considered opinion that the nature of engagement of the workmen and the circumstances under which they were employed under the management of RFI requires close scrutiny. Undisputedly, the workmen have approached the Tribunal seeking a relief for regularization in their employment under the management of RFI. Admittedly, the workmen have been deployed through contractors on the basis of work orders issued to them from time to time. The contractual workers have been performing job through various contractors depending upon the necessity and nature of work required to be carried out. The petitioners have not been not directly employed at RFI by its management and no order of appointment was issued in their favour. The relevant factors which are required to be taken into consideration to establish an employer-employee relationship would inter alia include :

- (i) who appointed the workers;
- (ii) who pays the salary / remuneration;
- (iii) who has the authority to dismiss;
- (iv) who can take disciplinary action;
- (v) whether there is continuity of service; and
- (vi) extent of control and supervision i.e., whether there exists complete control and supervision.

In cases involving contractors the facts which require to be appraised is whether the contractor is operating as an independent, intermediary or he is merely obscuring the real employment relationship. The Constitutional Bench of the Hon'ble Supreme Court of India in the case of **Steel Authority of India Limited and Others Vs. National Union Waterfront Workers and Others [2001 (7) SCC 1]**, reaffirmed that if a contract is found to be non-genuine or a faade, the workers must be treated as direct employees of the principal employer.

25. It transpires from the evidence of Ajay Tiwari (Workman Witness No. 1) that he produced several Note sheets of the management between 10.08.2015 to 04.09.2020, which are marked as Exhibit W-8 to Exhibit W-12 and Raju Kahar (Workman Witness No. 3) produced few other Note sheets related to employment of contractual casual workers for the period from 26.02.2011 to 25.01.2025 (Exhibit W-16, W-17, W-18, W-20 and W-21) whereby different persons were proposed to be engaged through contractors for performing specified ancillary works like cleaning of bus bars, switchgears, shifting of materials and miscellaneous labour works, shifting of back and front covers of HT Power panel, which are works not performed on regular basis and no designated regular employees were required to be deployed. It also appears from the documents that various contractor firms had been engaged in performing different type of works at the factory premises of the respondent for short duration. Labour contractors like M/s. S. K. Enterprise, M/s. Best Security Service, M/s. Impressive Data Services Private Limited, M/s. Oriental Integrated Facility Management Private Limited, M/s. Sur Enterprise, M/s. Ellenbarrie Gases Private Limited were engaged from time to time to carry out the contractual works. The petitioner workmen were never engaged nor appointed directly in the work of the company by the management and there can be no regularization of contractual labourers as there is no sanctioned posts for their absorption. The nature of job allotted to the private contractor like shifting, segregation, cleaning kitchen help are intermittent nature of work which are not performed by direct employees involved in core activity of the establishment. This clearly disclose that such work though related to the employer company, the same were not carried out on regular basis.

26. Raju Kahar (Workman Witness No. 3) in course of his evidence deposed that he served the company since the year 2000 through different contractor firms and payments were also received through contractor firms. The witness produced copy of gate passes which are issued to the contract labourers. The witness produced several Essential Service Certificates issued by the Army officials at the ordinance factory in favour of various contractual workers, detailed for various duties which have been collectively admitted in evidence as Exhibit W-22. Such Essential Service Certificates issued in favour of Gouranga Patra, Sanjay Sarkar, Sujay Sarkar, Sanjay Sarkar, Babu Shaw Bansfore and Bijay Shaw Sarkar are the documents which prove that such workmen were detailed on emergency duty during the lockdown period in the year 2020. Such certificates however, do not prove that the petitioner workmen were in uninterrupted and continuous service of the company, nor do they hold good to establish that they were appointed directly by Competent Authority of the establishment against any sanctioned post. Merely rendering service as casual labourers through contractor firm at intervals only to carry out sundry work at the factory cannot create or give rise to any legal right in their favour of the petitioners, binding the principal employer to regularize them.

27. The petitioner workmen undisputedly have been deployed on a contract-based arrangement for electrical maintenance work, cleaning of floors or for collection of liquid nitrogen gas, collection of Steel DIA from railway stations, work, for which the management establishment did consider it necessary to engage workmen on

regular basis. It is true that the labour law in India strongly disfavours perpetual daily-wagers or contractual engagement in circumstances where the work is permanent in nature and workers who fulfilled ongoing requirement year after year cannot be dismissed summarily as dispensable, particularly in absence of genuine contract agreement. In the instant case the work carried out by the contract labourers are not integral to the function of the employer establishment and the same is not of permanent nature. Such short-term works are to cope up with periodic necessity of the factory. It also emerged from the evidence on record that the workmen were out-sourced through different contractors on the basis of specific contract agreements. From the foregoing discussion it is abundantly clear and also finds support from the admission in their pleading that the petitioners have been working as contract labourers at RFI and have been engaged by different contractors since 2000. It is also their case that the contractors and management of RFI have acted against the provisions of CLRA Act, 1970 and the Central Rules. These averments of the petitioners in the pleadings are clear admission of the fact that petitioners were engaged by the contractor who have control and supervision over the workman.

28. Learned advocate in support of her claim for regularization of the contractual workers submitted that the workers have performed 240 days of continuous work for several years and gate passes were issued to them for their access to the facility. She claimed that the nature of service rendered by them is basic operational functionality of the Rifle Factory and the principal employer adopted unfair labour practice by removing the workers during pendency of the Reference. Petitioners have sought for their regularization solely on the ground of long and continuous service rendered to the employer company with retrospective effect and payment of back wages at par with regular workers for extracting skilled, unskilled and semi-skilled work from them. In support of her argument, learned advocate relied upon a decision of the Hon'ble Supreme Court of India in the case of **Shripal and Another Vs. Nagar Nigam, Ghaziabad [Civil Appeal Nos. 8158-8179 of 2024]**. The facts of the case in the decision relied upon are that the casual workmen engaged as gardeners of the Horticulture Department of Nagar Nigam, Ghaziabad, the respondent employer, continuously discharged horticultural and maintenance duties under direct supervision of the respondent. The workmen were directly engaged by the employer establishment and wages were disbursed. No formal appointment letters had been issued to them. When the workmen claimed regularization and other statutory benefits the Nagar Nigam, Ghaziabad opposed their claim, raising objection that they were engaged through contractor and have no enforceable right to reinstatement or regularization against the respondent employer. On considering the factual complexities as to whether the workmen were genuinely on the rolls of Nagar Nigam, Ghaziabad or were provided by the contractors, the Hon'ble Court observed that there is misuse of "temporary" Labels where employees engaged for work that is essential, recurring, and integral to the functioning of an institution are often labelled as "temporary" or "contractual," even when their roles mirror those of regular employees. Such misclassification deprives workers of the dignity, security, and benefits that regular employees are entitled to, despite performing identical tasks. The Hon'ble Apex Court after considering the case ordered that the discontinuation of workmen's service without compliance of the provisions of U.P. Industrial Disputes Act, 1947 is illegal and all orders terminating their services were quashed and the appellant workmen were directed to be treated as continuing in service from the date of their termination for all purposes, including seniority and continuity in service. The respondent employer was 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. The fact of the present case is however clearly distinguishable from the facts of the case relied upon by the learned advocate for the workers. In the decision relied upon, the gardeners and horticultural workers were directly engaged by the Nagar Nigam, Ghaziabad, who also had direct control and supervision over the workmen's day to day work. There was an established employer-employee relationship and payment of wages were made directly to the workmen. The concerned state government by notification had banned fresh recruitment in Municipal Corporation, restricting regular appointments in any post. Therefore, the casual workers who fulfilled necessary criteria for their regularization could not be treated as regular employees of the establishment and they had approached the court for redressal. In the present case admittedly, workmen were engaged by contractor firms to carry out work orders. Payments were made by contractors and no employer-employee relationship exists between the RFI and contractual labourers. Therefore, the decision relied on behalf of the contract labourers is not applicable to the facts and circumstances of this case.

29. Learned advocate for the contractual workers, drawing support from another decision of the Hon'ble Supreme Court of India relied upon the case of **Dharam Singh and Others Vs. State of Uttar Pradesh and Another [Civil Appeal No. 8558 of 2018]**, where it was held that the employees engaged for work i.e., essential, recurring, and integral to the functioning of an institution are often labelled as "temporary" or "contractual," even when their roles mirror those of regular employees. Such misclassification deprives workers of the dignity, security, and benefits that regular employees are entitled to, despite performing identical tasks. The factual matrix of the case relied upon is that the workmen were engaged by U.P. Higher Education Services Commission (Commission in short) between 1989 and 1992. They served as Class-IV employees i.e., Peon / attendant duties, one of them served as Driver, Class-III employees. They were all paid daily wages w.e.f. 08.04.1997 and received a consolidated pay of Rs. 1,000/- per month for Class-IV employees and Rs. 2,000/- per month for the Driver. The workmen discharged ministerial and support functions during office hours. The Commission resolved to create 14 posts in Class-III and Class-IV categories and sought sanction form the State Government. The State Government rejected the proposal

citing financial constraints. On such factual backdrop the Hon'ble Court held that all appellants shall stand regularized with effect from 24.04.2002, the date on which the High Court directed a fresh recommendation by the Commission and a fresh decision by the State on sanctioning posts for the appellants. For this purpose, the State and the successor establishment (Commission) were directed to create supernumerary posts in the corresponding cadres, Class-III (Driver or equivalent) and Class-IV (Peon/Attendant/Guard or equivalent) without any caveats or preconditions. On regularization, each appellant was to be placed at not less than the minimum of the regular pay-scale for the post, with protection of last-drawn wages if higher and the appellants shall be entitled to the subsequent increments in the pay scale as per the pay grade. The factual backdrop leading to this decision are markedly different and distinguishable from the facts of the present case, as petitioners are not directly engaged by the management of RFI and they were all deployed through contractor firms on the basis of necessity for performing work of specific description for a particular period of time and on payment of remuneration to the contractor firms as per terms of work order and the contractor in turn paid wages to its employees / labourers and also contributed for their Employees' Provident Fund and Employees' State Insurance. Therefore, the decision relied upon by learned advocate for the union does not apply to the fact and circumstances of this case.

30. Reference has also been made to an "Ad interim Award" dated 30.10.2023 passed by Learned Presiding Officer, CGIT-cum-LC, Delhi-1 in the I.D. No. 258 of 2022, which relates to an application under Section 33 read with Section 33A of the Industrial Disputes Act, 1947, whereby the learned Tribunal ordered that pending disposal of I.D. No. 258 of 2022 the management of Delhi Cantonment Board shall allow the concerned workmen to attend duties in their respective posts in the Hospital of the management without delay and to pay them their wages till adjudication of the Industrial Dispute. The subject matters in dispute in the two cases are not in *pari materia* as such the findings by the learned Presiding Officer does not lend any assistance in adjudication of rights of regularization of the contractual labourers in this case.

31. While considering the arguments advanced by Mr. Ajit Kumar Mishra, learned advocate for the management, I find that the workmen claiming regularization in employment were not appointed by the Competent Authority of the RFI against any sanctioned post. In this respect the law is laid down in the case of **Vibhuti Shankar Pandey Vs. State of Madhya Pradesh [2023 Live Law SC 91]**, which lays down that two essential conditions which should be fulfilled for regularization of daily wage employees. Firstly, initial appointment must be done by the Competent Authority and secondly, there must be a sanctioned post in which the daily-rated employee must be working. Therefore, no claim for regularization can be sustained if these two essential conditions are not fulfilled. In the earlier discussion it has emerged that the union failed to establish any privity of contract between the petitioner workers and the principal employer. Detailment of the workers were done from time to time on the basis of Work Orders issued to the contractor firms. The Hon'ble High Court of Delhi in the case of **M/s. Indraprastha Gas Limited Vs. Ambrish Kumar [2025 Live Law Page 1748]** held that no employer-employee relationship exists between the principal employer and the workmen engaged through contractor.

32. The element of control and supervision of the workmen by the principal employer is the third test for determining whether the contract labourer was independent of the supervision by the principal employer or the contract under which he worked was sham and nominal. In the case of **International Airport Authority of India Vs. International Air Cargo Workers' Union and Another [2009 (13) SCC 374]**, the Hon'ble Supreme Court of India explaining the expression "Control and Supervision" :

" if the contract is for supply of labour, necessarily, the labour supplied by the contractor will work under the directions, supervision and control of the principal employer but that would not make the worker a direct employee of the principal employer, if the salary is paid by contractor, if the right to regulate employment is with the contractor, and the ultimate supervision and control lies with the contractor.

The principal employer only controls and directs the work to be done by a contract labour, when such labour is assigned/allotted/sent to him. But it is the contractor as employer, who chooses whether the worker is to be assigned/allotted to the principal employer or used otherwise. In short worker being the employee of the contractor, the ultimate supervision and control lies with the contractor as he decides where the employee will work and how long he will work and subject to what conditions. Only when the contractor assigns/sends the worker to work under the principal employer, the worker works under the supervision and control of the principal employer but that is secondary control. The primary control is with the contractor.

In the case under discussion, it transpires from the evidence on record that the engagements of contract labourers were made through various contractors for a particular period and for a specific nature of job. It is nobody's case that payments of wages / remuneration and contribution towards the Employees' Provident Fund and Employees' State Insurance were made by the principal employer. On the other hand, the workmen have stated that the contractor at times did not make payment of wages to them or called upon them for undergoing police verifications. The fact and circumstances therefore establish that the petitioner workmen were under the control and supervision of the contractors and not the management of RFI. From the documentary evidence, I find that Employees' Provident Fund Organisation issued Member Passbook in the name of Ajay Tiwari which reveals that the name of the contractor firm under which he worked is M/s. Impressive Data Services Private Limited (Exhibit W-5). Document showing

deduction of Employees' Provident and Employees' State Insurance amounts from the contractual workers for the wage period of February, 2021 (Exhibit W-6 and W-23) indicate that for the wage period February 2021 workmen were engaged at Indian Ordinance Factory through M/s. Impressive Data Services Private Limited. Gate passes were issued to the contractual workers for performing work only on some particular days. No muster roll is maintained to record attendance of the contractual labourers and no such claim has been made in this case. It can well be assumed that the private contractual labourers were deployed on the discretion of the contractor firm and management had no control to employ the contract labourers on their choice. Wages of the workers were paid through the respective contractors and not directly by the principal employer. No document has been produced by the union to establish that the petitioners have rendered continuous service for 240 days within a Calander Year or in support of their claim that they have been performing work continuously at the premises of RFI for several years. Learned advocate for the management argued that the petitioner workmen have not been engaged against any vacant sanctioned post, rather they have been assigned myriad types of jobs and merely for such reason they cannot claim regularization of employment under the establishment.

33. In the case of **Steel Authority of India Limited and Others Vs. National Union Water Front Workers and Others [2001 (7) SCC 1]**, the constitution Bench of the Hon'ble Supreme Court of India held as follows :

“ We have extracted above Section 10 of the CLRA Act which empowers the appropriate Government to prohibit employment of contract labour in any process, operation or other work in any establishment, lays down the procedure and specifies the relevant factors which shall be taken into consideration for issuing notification under sub-section (1) of Section 10. It is a common ground that the consequence of prohibition notification under Section 10(1) of the CLRA Act, prohibiting employment of contract labour, is neither spelt out in Section 10 nor indicated anywhere in the Act. In our view, the following consequences follow on issuing a notification under Section 10 (1) of the CLRA Act :

- (1) contract labour working in the concerned establishment at the time of issue of notification will cease to function;*
- (2) the contract of principal employer with the contractor in regard to the contract labour comes to an end;*
- (3) no contract labour can be employed by the principal employer in any process, operation or other work in the establishment to which the notification relates at any time thereafter;*
- (4) the contract labour is not rendered unemployed as is generally assumed but continues in the employment of the contractor as the notification does not sever the relationship of master and servant between the contractor and the contract labour;*
- (5) the contractor can utilise the services of the contract labour in any other establishment in respect of which no notification under Section 10 (1) has been issued; where all the benefits under the CLRA Act which were being enjoyed by it, will be available;*
- (6) if a contractor intends to retrench his contract labour he can do so only in conformity with the provisions of the I.D. Act. ”*

On issuance of prohibition notification under CLRA Act, 1970 Section 10 does not provide for automatic absorption of contract labourers by the principal employer in the establishment concern. The aforesaid provisions have been taken into consideration only to visualize the circumstances which would have arisen if the engagement of contract labourers in the establishment of RFI was prohibited by way of notification under CLRA Act, 1970. There is no case that any such prohibitory notification has been issued in respect of the respondent establishment where non-core and ancillary activities are often carried out through contract labourers.

34. Learned advocate for the management referring to the decision of the Hon'ble Supreme Court of India in the case of **Steel Authority of India Limited and Others Vs. National Union Water Front Workers and Others [2001 (7) SCC 1]** argued that jurisdiction to decide the abolition of contract labour in respect of any establishment had to be in accordance with the Section 10 (1) of CLRA Act, 1970 and it would be proper that the question whether the contract labour in the concerned industry was to be abolished or not be left to be dealt with by the appropriate government under the Act and no conclusion can be drawn that on abolition of contractual labourers under Section 10(1) of CLRA Act, 1970 they would be absorbed under the principal employer as regular employees. In the instant case the contractual labourers have claimed that they have not been paid wages at par with regular employees and they have not been granted benefits like Hospital facilities, pay for working during holidays. In this respect the scheme under CLRA Act, 1970 provides the regulatory measures which requires the principal employer to get itself registered under the Act and it also requires every contractor to obtain license under the provisions of the Act. It places embargo on principal employer of an establishment from employing contract labourer if it is not registered or its registration has been revoked. The Act also bars contractors from executing any work through contractual labourers except in accordance with a license. Provisions have been made to ensure that there is sufficient supply of wholesome drinking water for the contractual labourers, sufficient numbers of latrines, washing facility, first aid box equipment and the principal employer also should ensure that wages are paid to the contractual labourers in time. In

contravention of the provisions of the Act, the statute prescribes punishment. On

a conspectus of factors governing employment of contractual labourers, I find that contractual labourers functioned under the control and supervision of the contractor firm. There had been no occasion for the appropriate government to issue notification under Section 10(1) of CLRA Act, 1970 for abolition of engagement of contractual labourers at the RFI. Therefore, their claim for regularization cannot fructify.

35. In the case of **Secretary, State of Karnataka and Others Vs. Umadevi and Others [2006 (4) SCC 1]**, the Hon'ble Supreme Court of India held :

“ Thus, it is clear that adherence to the rule of equality in public employment is a basic feature of our Constitution and since the rule of law is the core of our Constitution, a Court would certainly be disabled from passing an order upholding a violation of Article 14 or in ordering the overlooking of the need to comply with the requirements of Article 14 read with Article 16 of the Constitution. Therefore, consistent with the scheme for public employment, this Court while laying down the law, has necessarily to hold that unless the appointment is in terms of the relevant rules and after a proper competition among qualified persons, the same would not confer any right on the appointee. If it is a contractual appointment, the appointment comes to an end at the end of the contract, if it were an engagement or appointment on daily wages or casual basis, the same would come to an end when it is discontinued. Similarly, a temporary employee could not claim to be made permanent on the expiry of his term of appointment. It has also to be clarified that merely because a temporary employee or a casual wage worker is continued for a time beyond the term of his appointment, he would not be entitled to be absorbed in regular service or made permanent, merely on the strength of such continuance, if the original appointment was not made by following a due process of selection as envisaged by the relevant rules. ”

36. In support of his case learned advocate for the management had relied upon the decision of the Hon'ble Supreme Court of India in the case **Umadevi and Others (Supra.)** and argued that the petitioners could not claim a vested right to be absorbed or regularized without fulfilling the requisite conditions and cannot compel the authorities to do something. It has to be shown that the statute imposes a legal duty on the authority and the aggrieved party had a legal right under the statute or rule to enforce it. The principals laid down in the case of **Umadevi and Others (Supra.)** therefore serve as guidelines in the matter of recruitments or appointments in public employment.

It is worthwhile to draw guidance from the findings of the Hon'ble Apex Court in the case of **Umadevi and Others (Supra.)** which held :

“ 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 onetime 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. ”

From the evidence in this case, I find that the petitioner workmen have discharged casual work of temporary nature and were engaged by contractors. They were not appointed by the management of Rifle Factory Ishapore. Under such circumstances the petitioner workmen having no employer-employee relationship with the management of Rifle Factory Ishapore and being under the control and supervision of the respective contractors are not entitled to any relief of regularization by way of “litigious employment”. They are certainly entitled to minimum wages on their detailment for performing any specific work. Under no circumstance the contractual workers can be regularized under the management of the company in absence of any sanctioned vacancy in any particular category of post. The Industrial Dispute is accordingly found devoid of merit and the same is dismissed on contest. Pending applications connected with this case stand disposed of in the light of my above findings.

Hence,

ORDERED

that the Industrial Dispute is dismissed on contest against the contractual workers herein, represented by the union. The contractual labourers / petitioners are not entitled to regularization of employment, as claimed for. Let an award be drawn up in light of my above findings. Let copies of the Award in duplicate be sent to the Ministry of Labour, Government of India, New Delhi for information and Notification.

Justice (Retd.) ANANDA KUMAR MUKHERJEE, Presiding Officer

नई दिल्ली, 20 मई, 2026

का.आ. 1023.— औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार ई सी एल के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण - सह - श्रम न्यायालय, आसनसोल केपंचाट(संदर्भ संख्या -08/2025) को प्रकाशित करती है,

[सं.एल-22013/01/2026-आई.आर.(सी.एम-II)]

जयदीप यादव, उप निदेशक

New Delhi, the 20th May, 2026

S.O. 1023.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (**Reference. 08/2025**) of the **Central Government Industrial Tribunal-cum-Labour Court, Asansol** as shown in the Annexure, in the industrial dispute between the Management of ECL and their workmen,

[No. L-22013/01/2026 – IR (CM-II)]

JAIDEEP YADAV, Dy. Director

ANNEXURE

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

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

REFERENCE CASE NO. 08 OF 2025

PARTIES: Rajesh Giri
(son-in-law of Late Ramnewas Bhati)
Vs.
Management of Dhemomain Colliery, ECL.

REPRESENTATIVES:

For the Union/Workman: Mr. Rakesh Kumar, President, Koyala Mazdoor Congress.
For the Management of ECL: Mrs. Puspita Roy, learned advocate.

INDUSTRY: COAL

STATE: West Bengal.

Dated: 06.02.2025.

AWARD

In exercise of powers conferred under clause (d) of sub-section (1) and sub-section (2A) of Section 10 of the Industrial Disputes Act, 1947 (14 of 1947), the Ministry of Labour, Government of India through the Office of the Deputy Chief Labour Commissioner (Central), Asansol, vide its Order **No. 1(30)/2024/E** dated 20.08.2025 has been pleased to refer the following dispute between the employer, that is the Management of Dhemomain Colliery under Sodepur Area of Eastern Coalfields Limited and their workman for adjudication by this Tribunal.

SCHEDULE

“Whether the action of the Management of M/s. Eastern Coalfields Ltd. in denying employment to Shri Rajesh Giri, Son-in-law of Late Ramnewas Bharti, Ex-Chainman, U.M. No. 152272 of Dhemomain Colliery under Sodepur Area of M/s. ECL. is just and legal? If not, to what relief the concerned dependent of the deceased is entitled to?”

1. On receiving Order **No. 1(30)/2024/E** dated 20.08.2025 from the Office of the Deputy Chief Labour Commissioner (Central), Asansol, Ministry of Labour, Government of India, for adjudication of the dispute a Reference case was registered on 27.08.2025 and an order was passed for issuing notice to the parties through registered post, directing them to appear and submit their written statements along with relevant documents in support of their claims.

2. Mrs. Puspita Roy, learned advocate for the management of Eastern Coalfields Limited is present. Rajesh Giri, petitioner, represented by Mr. Rakesh Kumar is found absent on call. It is 1.55 p.m. The case is fixed up for settlement / disposal during the Special Campaign. No settlement has been reached. Concerned petitioner seeking employment has not turned up to sign his evidence. It can be presumed that there is no evidence on record. The case is accordingly dismissed for default.

Hence,

ORDERED

that the Industrial Dispute is dismissed for default. Let an Award be drawn up on the basis of above observation. Let copies of Award be communicated to the Ministry for information and Notification.

ANANDA KUMAR MUKHERJEE, Presiding Officer

नई दिल्ली, 20 मई, 2026

का.आ. 1024.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार ई सी एल के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण - सह - श्रम न्यायालय, आसनसोल के पंचाट(संदर्भ संख्या -49/2022) को प्रकाशित करती है,

[सं.एल-22012/91/2022-आई.आर.(सी.एम-II)]

जयदीप यादव, उप निदेशक

New Delhi, the 20th May, 2026

S.O. 1024.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (**Reference./49/2022**) of the **Central Government Industrial Tribunal-cum-Labour Court, Asansol** as shown in the Annexure, in the industrial dispute between the Management of **ECL** and their workmen,

[No. L-22012/91/2022 – IR (CM-II)]

JAIDEEP YADAV, Dy. Director

ANNEXURE

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

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

REFERENCE CASE NO. 49 OF 2022

PARTIES: Soumendu Sundar Mondal

Vs

Management of South Samla Colliery, Pandaveswar Area, ECL

REPRESENTATIVES:

For the Union/Workman: Mr. Chandi Banerjee, General Secretary, Colliery Mazdoor Union (INTUC)
For the Management of ECL: Mr. Mani Padma Banerjee, Advocate

INDUSTRY: Coal.

STATE: West Bengal.

Dated: 06/02/2026

AWARD

In exercise of powers conferred under clause (d) of Sub-section (1) and Sub-section (2A) of Section 10 of the Industrial Disputes Act, 1947 (14 of 1947), the Government of India through the Ministry of Labour, vide its Order **No. L-22012/91/2022-IR(CM-II)** dated 31/10/2022 has been pleased to refer the following dispute between the employer, that is the Management of South Samla Colliery, Pandaveswar Area of Eastern Coalfields Limited and their workman for adjudication by this Tribunal.

SCHEDULE

“Whether the action of the South Samla Colliery of Pandaveswar Area, M/s. E.C.Ltd. in non-payment of arrear of wages and other consequential benefits such as q.m.b. Sunday Holidays etc. for the period of service as executive cadre reverted back to non-executive cadre to Sri S.S. Mondal is fair, legal and justified? If not, what relief the workman concerned is entitled to?”

1. On receiving Order **No. L-22012/91/2022-IR(CM-II)** dated **31/10/2022** from the Government of India, Ministry of Labour, New Delhi for adjudication of the dispute, a **Reference case No. 49 of 2022** was registered on 01/11/2022 and an order was passed for issuing notice to the parties through registered post, directing them to appear and submit their written statements along with relevant documents in support of their claims.

2. Mr. Chandi Banerjee, General Secretary of Colliery Mazdoor Union (INTUC) filed written statement on behalf of the workman on 26/03/2024. Fact of the case disclosed in the written statement, in brief, is that Soumendu Sundar Mondal, Foreman In-charge at South Samla Colliery was promoted to the post of Sub-Ordinate Engineer (E&M) on the basis of order No. ECL/C-5(D)/Upgradation(E1)/E&M/EE/925 dated 21/05/2011 and was posted at Pandaveswar Area. Subsequently, Sri Mondal was reverted to non-executive cadre, in the post of Foreman In-charge, in terms of order issued by ECL bearing No. ECL/C-5(D)/Order/Revert Back/E&M/EE/2499 dated 18/10/2013 and he joined in the sub-ordinate grade w.e.f. 01/11/2013. Union representative contended that in the order of reversion it was mentioned that “upon reversion of subordinate Engineer to non-executive grade will be treated as if they have not been upgraded and pay fixation will be done as per rule applicable for non-executive, including benefits relating to NCWA-IX considering due increments.” Concerned workman is therefore entitled to get difference of wages and payment for Sundays and holidays. In support of the claim, cases of Sri Apurba Kr. Roy and Ushapati Samanta have been relied upon where payment has been paid by the management to the two employees. Union also placed reliance upon Memorandum of Settlement of five workmen where it was agreed between ALC (C), Durgapur and the management of Bankola Area that difference of basic wages and wages for Sundays and holidays would be paid. In the instant case management is not willing to pay wages for holidays and Sundays to the workman. Union submitted that status of the workman has changed on reversion and he is, therefore, entitled to receive difference of pay between what he was entitled to receive during two years of posting in the executive grade, as if he had not been upgraded and what he received.

3. Management contested the case by filing written statement on 03/02/2023. According to the management Soumendu Sundar Mondal was posted as Foreman In-charge (E&M) at South Samla Colliery who was promoted to the post of Sub-Ordinate Engineer (E&M) in the executive Cadre E-1 in the year 2011, vide order dated 21/05/2011 issued by the Ch. General Manager (P/EE), ECL, Sanctoria. He was reverted to this earlier designation i.e. Foreman In-charge in the non-executive cadre on the basis of his representation seeking reversion and his pay fixation has been done with all consequential benefits. It is further stated that according to the order of Coal India Limited, Sub-Ordinate Engineers who are reverted to the non-executive cadre are to be paid consequential benefits as if they have not been upgraded. Claim for arrears i.e. difference of pay between executive and non-executive post during the period the workman served as executive is not maintainable as he has drawn all facilities of an executive. Furthermore, fixation of his pay as per NCWA-IX was considered and he was granted the benefits of pay protection and increments. Management contended that during his posting in the executive cadre, he has drawn salary for thirty days in place of twenty six days. It is further stated that the concerned employee along with his co-workers has appealed to the General Manager (EE), ECL Headquarters for payment of PRP in lieu of arrears/difference of wages for the period he worked in the executive cadre and such prayer is under consideration as per Office Memorandum circulated vide letter No. CIL/GM(P)/B-163 dated 13/03/2018. Management asserted that non-executive employees are Wage Board employees and are deployed on Sundays and holidays as per quota/sanction of Sundays/Holidays deployment whereas executive employees are deployed on Sundays/holidays without such quota. Therefore, on reversion, workmen are not entitled to get wages for Sundays/Holidays. Management claimed that petitioner’s case is vexatious, baseless and liable to be dismissed.

4. Short point for decision is whether the management of ECL is justified in not paying arrears of difference of wages and other consequential benefits to the workman for the period he served as executive and before his reversion to the non-executive cadre?

5. Soumendu Sundar Mondal has been examined as Workman Witness -I. In support of his case, he filed an affidavit-in-chief where he reiterated his claim disclosed in the pleading for payment of arrears of basic wages, Dearness Allowance including wages for Sundays/holidays, quarterly and yearly Puja bonus from 01/06/2011 till

01/11/2013 and fixation of pay as per rules applicable to non-executive grade employees including benefits relating to the provision of NCWA-IX. In course of evidence, witness produced the following documents:-

- (i) copy of office order dated 05/02/2011 along with corrigendum dated 25/05/2011 whereby he was upgraded from the post of Foreman In-charge to the post of Sub-Ordinate Engineer, is collectively marked as Exhibit W-1.
- (ii) copy of pay slip for the month of May, 2011 is marked as Exhibit W-2.
- (iii) copy of office order by which he was posted as Sub-Ordinate Engineer (E1 grade) at Lower Kenda Colliery is marked as Exhibit W-3.
- (iv) copy of charge assumption report by which he assumed charge of Sub-Ordinate Engineer on 01/06/2011 is marked as Exhibit W-4.
- (v) copy of pay fixation report issued by the Sr. Manager (Finance) ESTB, ECL HQ dated 09/09/2011 by which the management has fixed his pay before promotion in the executive grade is marked as Exhibit W-5.
- (vi) copy of office order dated 18/10/2013 by which he along with others were reverted to the post of non-executives, in two pages, is collectively marked as Exhibit W-6.

Witness claimed for his pay in respect of Sundays, holidays, Quarterly Bonus, Ex-gratia for Puja Bonus to be paid from 01/06/2011 till the date of reversion on 01/11/2013.

During cross-examination, witness deposed that as executives, he worked for thirty days in a month but payment was made for twenty six days. According to the witness, payment for Sundays were left out. He further deposed that there was an agreement for payment of compensatory leave for performing duty on holidays and Sundays. Witness admitted that he had opted for his posting as executive and the post of Sub-Ordinate Engineer (E1 grade) was created for the purpose of promotion. Witness stated that at the time of promotion, he was not aware about the pay and remuneration he would receive in the executive post. It was suggested that he is not entitled to payment for Sundays, holidays, Quarterly bonus, Puja bonus for the period during his posting in the executive cadre, which the witness denied.

6. Management examined Mohmmad Suhail as Management Witness-I. In his affidavit-in-chief, witness stated that as per Coal India Limited's office order No. CIL/C5A(iv)/2637 dated 05/09/2013 issued by the General Manager (Personnel), CIL in respect of Sub-Ordinate Engineers who were reverted back to the non-executive cadre on condition that upon reversion of Sub-Ordinate Engineers to non-executive grade, they would be treated as if they have not been upgraded and pay fixation would be done as applicable to non-executives as per rules with benefits and increments relating to NCWA-IX as per rules. Witness further asserted that the claim for arrears i.e. difference of pay between executives grade and non-executives grade during his posting in executive cadre is not maintainable as he has drawn all benefits and facilities as executive of Coal India Limited and his basic pay has been fixed as per NCWA-IX with all increments and grant of benefits as per rules of the company. Witness stated that employees who work in executive grade, draw salary for thirty days in a month in place of twenty six days which is payable to non-executive employees. Furthermore, non-executives are deployed on Sundays and holidays as per quota/sanction whenever the management needs to deploy them whereas deployment in executives is done without any quota as they draw salary for thirty days. Therefore, executives on reversion to non-executives grade are not entitled to any payment for Sundays and holidays. Witness produced the following documents in support of their case:-

- (i) Copy of office order dated 05/02/2011 is marked as Exhibit M-1
- (ii) Copy of order dated 31/05/2013 is marked as Exhibit M-2.
- (iii) Copy of order dated 05/09/2013 is marked as Exhibit M-3.
- (iv) Copy of order dated 06/12.09.2013 is marked as Exhibit M-4.

In cross-examination witness admitted that workman has not been paid difference of wages i.e. wages for Sundays/holidays, quarterly bonus and yearly bonus for the period from February, 2011 to September, 2013 after his reversion. Management witness claimed that workman is not entitled to get such difference of wages.

7. Mr. Chandi Banerjee, union representative advancing his argument claimed that in order No. 2637 dated 05/09/2013 (Exhibit M-3), Coal India Limited has provided clarification in respect of Order No. CIL/C-5A(iv)/718 dated 31/05/2013 regarding exercise of irrevocable option by Sub-Ordinate Engineers for reversion to their substantive post in non-executive grade to the effect that upon reversion of Subordinate Engineers to non-executive grade, it would be treated as if they have not been upgraded and pay fixation would be done as applicable for non-executives as per rules with benefits relating to NCWA-IX and increments due, as per rules. It is submitted that since workman has been reverted to non-executive cadre, he is entitled to all benefits and thereby he should be paid difference of wages for the period he served in executive cadre and he is also entitled to get quarterly and annual puja bonus. Referring to cross-examination of MW-I, it is submitted that till date management has not paid any difference of wages i.e. wages for Sundays/holidays, quarterly bonus and yearly bonus for the period from February, 2011 to

September, 2013 after his reversion. It is argued that management has not adduced evidence to prove that in lieu of difference of wages, management has paid any amounts towards PRP. It is urged that the workman cannot wait for an indefinite period and prayed for necessary direction upon the management to pay all legal dues to the workman for the period from 01/06/2011 to 31/10/2013.

8. Mr. Mani Padma Banerjee, Id. Advocate for the management in reply argued on 19/01/2016 and submitted that the workman is not entitled to get any wages for Sundays and holidays. It is claimed that non-executive employee is deployed for twenty six days in a month contrary to deployment of executive employee which is for thirty days. It is argued that the workman has already received wages for thirty days in a month and therefore, he is not entitled to get difference of pay. Id. Advocate for the management fairly admitted that the workman would be entitled to get quarterly and yearly bonus.

9. I have considered the pleading of parties, Industrial Dispute referred in the Schedule, evidence adduced and argument advanced on behalf of both parties. It is amply clear that the concerned workman along with other co-workers were promoted from the post of Foreman In-charge (E&M) to the post of Sub-Ordinate Engineer (E&M) on the basis of office order No. ECL/C-5(D)/Upgradation(E1)/E&M/EE/212 dated 05/02/2011. Mr. Soumendu Sundar Mondal, U. Man No. 747122 was upgraded on the basis of office order (Exhibit W-1). He filed his pay slip while he was posted as Foreman In-charge in respect of the month of May, 2011 where his basic pay was Rs. 23,439.62. In the promotional post, his basic pay was fixed at Rs. 26,321.08 per month w.e.f. 01/06/2011. On application of NCWA-IX, pay of the workman in non-executive grade was revised and the said amount was more than the pay received by him in executive grade which was the unrevised basic pay. After the workmen were reverted to the substantive post in the non-executive cadre, management assured that they would be considered as if they have not been promoted to the higher grade and therefore, would be entitled to pay which would be fixed as applicable to non-executives with the benefits of NCWA-IX. Therefore, as per order dated 05/09/2013 (Exhibit M-3), I hold that the concerned workman is entitled to receive difference of pay from 01/06/2011 to 31/10/2013 as per NCWA-IX. Since employees in non-executive cadre are required to work on twenty six days per month and only under special circumstances they are deployed on holidays as per necessity and sanction, the concerned workman would not be entitled to any difference of pay during Sundays and holidays. It is admitted by the Management Witness that the workman has not been paid any difference of wages for Sundays/holidays, quarterly and yearly bonus during the period he worked in the executive post from 01/06/2011 to 31/10/2013. There is no evidence on record to prove that in lieu of such difference, management has compensated the workman by paying PRP.

10. In the present case workman has not been paid annual Puja bonus and quarterly bonus during the period he was in executive cadre from 01/06/2011 till his reversion in the non-executive cadre. Accordingly, Soumendu Sundar Mondal who was posted at South Samla Colliery under ECL and has superannuated from service is entitled to receive arrears of difference of basic and Dearness Allowance from ECL for the period from 01/06/2011 to 31/10/2013 except any payment for Sundays and holidays while he was posted as Sub-Ordinate Engineer (E&M) at Kenda Area. He is also entitled to get quarterly and annual Puja bonus from ECL for the period from 2011 to 2013. Management of South Samla Colliery is directed to asses dues payable to Soumendu Sundar Mondal on account of his difference of basic pay and Dearness Allowance during the above referred period i.e. 01/06/2011 to 31/10/2013 and also pay him annual and quarterly bonus. Said amount must be paid to the concerned workman within two months from the date of communication of the Award without any further delay.

Hence,

ORDERED

that the Industrial Dispute is allowed on contest in part against the management of South Samla Colliery, Pandaveswar Area of ECL. Management is directed to pay difference of arrears of basic pay and Dearness Allowance to Soumendu Sundar Mondal (U. Man No. 747122) from 01/06/2011 to 31/10/2013 along with payment of quarterly and annual Puja bonus. Management is directed to pay all arrears to the retired employee within two months from the date of communication of the Award. Let an Award be drawn up in the light of my above discussion. Let copies of Award be communicated to the Ministry for information and Notification.

ANANDA KUMAR MUKHERJEE, Presiding Officer

नई दिल्ली, 20 मई, 2026

का.आ. 1025.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार ई सी एल के प्रबंधन के संबंध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण - सह - श्रम न्यायालय, आसनसोल के पंचाट (संदर्भ संख्या -27/2025) को प्रकाशित करती है,

[सं.एल-22013/01/2026-आई.आर.(सी.एम-II)]

जयदीप यादव, उप निदेशक

New Delhi, the 20th May, 2026

S.O. 1025.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (**Reference. 27/2025**) of the **Central Government Industrial Tribunal-cum-Labour Court, Asansol** as shown in the Annexure, in the industrial dispute between the Management of **ECL** and their workmen,

[No. L-22013/01/2026 – IR (CM-II)]

JAIDEEP YADAV, Dy. Director

ANNEXURE

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

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

REFERENCE CASE NO. 27 OF 2025

PARTIES: Vikash Prasad
Vs.
Management of Bejdih Colliery, ECL.

REPRESENTATIVES:

For the Union/Workman: Mr. Rakesh Kumar, President, Koyala Mazdoor Congress.

For the Management of ECL: Mr. P. K. Das, Advocate.

INDUSTRY: COAL

STATE: West Bengal.

Dated: 06.02.2026.

AWARD

In exercise of powers conferred under sub-Section (5) of Section 12 read with sub-Section (2A) of Section 10 of the Industrial Disputes Act, 1947 (14 of 1947), the Ministry of Labour, Government of India through the Office of the Deputy Chief Labour Commissioner (Central), Asansol, vide its Order **No. 1(40)/2024/E** dated 26.08.2025 has been pleased to refer the following dispute between the employer, that is the Management of Bejdih Colliery under Sodepur Area of Eastern Coalfields Limited and their workman for adjudication by this Tribunal.

SCHEDULE

“Whether the action of the Management of M/s ECL in denying regularization to the post of Pump Operator, Cat-II, to Sri Vikash Prasad, U.G Trammer, working at Bejdih Colliery is just and legal? If not, to what relief the concerned employee is entitled to?”

1. On receiving Order **No. 1(40)/2024/E** dated 26.08.2025 from the Office of the Deputy Chief Labour Commissioner (Central), Asansol, Ministry of Labour, Government of India, for adjudication of the dispute a Reference case was registered on 29.08.2025 and an order was passed for issuing notice to the parties through registered post, directing them to appear and submit their written statements along with relevant documents in support of their claims.

2. Mr. P. K. Das, learned advocate for Eastern Coalfields Limited and Mr. Rakesh Kumar, President, Koyala Mazdoor Congress are present. The case is fixed up today for settlement, in default, for filing written statement during the Special Campaign. No evidence has been adduced by parties. There has been no settlement of dispute.

3. Though the written statement has been filed by Koyala Mazdoor Congress, management has not taken any step. No evidence has been adduced by Mr. R. K. Tripathi, union representative on behalf of the petitioner, in support of the claim. Under such circumstances, considering dearth of material before the Tribunal and disinclination of parties to adduce evidence, the case is dismissed for default.

Hence,

ORDERED

that the Industrial Dispute is dismissed for default. Let an Award be drawn up on the basis of above observation. Let copies of Award be communicated to the Ministry for information and Notification.

ANANDA KUMAR MUKHERJEE, Presiding Officer

नई दिल्ली, 20 मई, 2026

का.आ. 1026.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार ई सी एल के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण - सह - श्रम न्यायालय, आसनसोल के पंचाट (संदर्भ संख्या -38/2019) को प्रकाशित करती है,

[सं.एल-22012/96/2019-आई.आर.(सी.एम-II)]

जयदीप यादव, उप निदेशक

New Delhi, the 20th May, 2026

S.O. 1026.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (**Reference.38/2019**) of the **Central Government Industrial Tribunal-cum-Labour Court, Asansol** as shown in the Annexure, in the industrial dispute between the Management of **ECL** and their workmen,

[No. L-22012/96/2019 – IR (CM-II)]

JAIDEEP YADAV, Dy. Director

ANNEXURE**BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL CUM LABOUR COURT,
ASANSOL.**

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

REFERENCE CASE NO.38 OF 2019

PARTIES: **Dinabandhu Kanjia**
-VS-

Management of Khottadih Project Colliery, Pandaveswar Area, E.C.Ltd.

REPRESENTATIVES:

Represented for the workman : Dinabandhu Kanjia (in person).

For the management of E.C.Ltd. : Sayantan Mukherjee, Advocate.

INDUSTRY: COAL

STATE : WEST BENGAL

DATED: 04.02.2026

AWARD

In exercise of its powers conferred under Clause (d) of Sub-section 1 and Sub-section 2(A) of Section 10 of the Industrial Dispute Act, 1947 (14th of 1947) the Government of India through the Ministry of Labour and Employment, vide Order No. L-22012/96/2019-IR(CM-II) dated 09.12.2019 has referred this Industrial Dispute between the workman and the management of Khottadih Colliery, Pandaveswar Area, ECL for adjudication by this Tribunal.

SCHEDULE

“Whether the action of the management of Khottadih Colliery of M/s. E.C.Ltd. in denial of pay protection while fixing pay of Sri Dinabandhu Kanjia, Clerk, on his regularization from Cap Lamp Fitter to Clerk, is justified or not? If not, what relief the workman is entitled to?”

1. On receiving order No. L-22012/96/2019-IR(CM-II) dated 09.12.2019 from the Government of India, Ministry of Labour, New Delhi for adjudication this Reference case No.38 of 2019 has been registered. Notices were issued to the parties for filing their written statement and furnishing a list of their witnesses.

2. Dinabandhu Kanjia filed written statement on 19.02.2022, contending inter alia that he was posted as a Cap Lamp Fitter at Khottadih Project under Pandaveswar Area of Eastern Coalfields Limited (hereinafter referred to as ECL) and his basic pay was Rs.170/- per day. He was regularized in the post of Clerk Grade-III vide order No.066/143 dated 06.04.2001, w.e.f. 06.04.2001, but unfortunately his initial basic pay was reduced from Rs.4,446/- per month to Rs.3,545/- per month on regularization and he received Rs.901/- less payment of per month. The workman submitted representation before the management and prayed for necessary correction and refixation of his basic pay vide representation dated 01.06.2002. The Associates Finance of Pandaveswar Area, ECL did not rectify the mistake. At a later stage in the year 2002, the workman was re-designated as a Pit Clerk in Pandaveswar Area, ECL had made several representations before the ECL Authority for regularization of his basic pay but yielded no result. An Industrial Dispute has been raised by the workman through union before the Assistant Labour Commissioner (Central), Raniganj at Durgapur which resulted in a failure. The aggrieved workman prayed in settling the dispute by granting pay protection in his favour.

3. The management filed no written statement till 28.10.2022 and the case was fixed for ex-parte hearing on 16.01.2023. On 10.06.2024 Mr. Sayantan Mukherjee, learned advocate filed fresh Vokatnama for Agent, Khottadih Colliery. Dinabandhu Kanjia adduced evidence in this case by filing affidavit-in-chief. His main averment is that he was regularized as Clerk Grade-III by the Departmental Promotion Committee (DPC) on the basis of an order No.066/143 dated 06.04.2001. His basic pay was reduced from Rs.4,446/- per month to Rs.3,545/- which resulted in a difference of less pay of Rs.901/- per month. The workman further stated that he was transferred from Khottadih Project of Pandaveswar Area, ECL to Chinakuri Mine of Sodepur Area, ECL in May, 2009. Thereafter, he was re-designated as Pit Clerk Grade-III in Pandaveswar Area since 2002. Several representations were submitted by him but management did nothing. A copy of the representation submitted at Chinakuri Mine-III Colliery dated 23.06.2012 is produced.

4. In course of his evidence-in-chief workman witness produced the following documents:

- i) A copy of Identity Card is produced as Exhibit W-1.
- ii) A copy of Pay Slip for March, 2001 as Exhibit W-2.
- iii) A Pay Slip for April, 2001 is produced as Exhibit W-3.
- iv) A copy of representation addressed to Agent, Khottadih Project dated 01.06.2002 is marked as Exhibit W-4.
- v) A copy of representation dated 23.06.2012, addressed to Senior Manager, Chinakuri Mine No. III as Exhibit W-5.
- vi) A copy of letter dated 16/23.08.2012, issued by Senior Manager (M) Senior Personnel Manager, Khottadih Project seeking clarification for wrong fixation of Basic Pay is produced as Exhibit W-6.
- vii) A copy of representation before the Assistant Labour Commissioner (Central), Raniganj at Durgapur dated 17.01.2019 regarding wrong fixation of Basic Pay is produced as Exhibit W-7.
- viii) A copy of written statement submitted by Agent, Khottadih Colliery before the Assistant Labour Commissioner (Central), Raniganj at Durgapur dated 07.08.2019 is produced as Exhibit W-8.

5. In cross-examination by management, the workman witness stated that presently he is posted as Clerk Grade -III at Mahanadi Coalfields Limited under Coal India. He further stated at the time he was posted as Cap Lamp Fitter, the said post was under Category -IV. Since April, 2001 on his regularization he was paid a reduced basic pay of Rs.136.34 per day in place of his earlier Basic pay of Rs.171/- per day. The witness denied omnibus suggestion by management that is not entitled to the relief claim made by him.

6. Strange enough, the management of Khottadih Colliery without filing any written statement has adduced evidence, by filing affidavit-in-chief of their witness Sameek Majumdar has been examined as management witness No.1. In his affidavit-in-chief he has averred that Dinabandhu Kanjia, Clerk (Category -IV) was regularized to Clerk Grade-III along with 4(four) others. From 2001 to 2019 the workman did not raise any dispute regarding fixation of his pay. On his promotion to Clerical Grade-II on 01.12.2005 he was transferred to Chinakuri Colliery, Sodepur Area from Khottadih Colliery. Thereafter, he was transferred from Eastern Coalfields Limited (ECL) to Mahanadi Coalfields Limited (MCL) in the year 2015. The concerned workman is not in the active pay role of ECL as he is an employee of Mahanadi Coalfields Limited. Management contended that the dispute raised by Dinabandhu Kanjia is misconceived and not maintainable as the workman is now an employee of Mahanadi Coalfields Limited and there is no employer and employee relationship between ECL and Dinabandhu Kanjia. In his examination, in his chief management witness admitted that Dinabandhu Kanjia was post as Cap Lamp Fitter in Category-IV at Khottadih

Colliery in the year 2001. He was regularized in the post of Clerk Grade -III. On his regularization wages was paid as per pay of Clerk Grade -III. In the year 2005 he was promoted to Clerk Grade-II. Witness further stated that Dinabandhu Kanjia was not promoted and simply regularized to the post of Clerk Grade-III and was granted the minimum basic pay of Clerk Grade-III from 2001, resulting in his reduction of basic pay from Rs.4,446/- to Rs.3,545/- per month. The management witness fairly admitted that he was unable to state as to under what provision of Law the pay of the workman was reduced after his regularization to higher grade. The witness averred that the aggrieved workman was transferred to Mahanadi Coalfields Limited at Sambalpur in the year 2017 and the instant Industrial Dispute has been raised after the workman was transferred from ECL. He further admitted that the workman is entitled to pay protection since his regularization to the post of Clerk Grade-III. It transpires from his evidence that the workman was not given any pay protection on his regularization to Clerk Grade-III and his pay was not fixed. The workman/union declined to cross-examine the witness.

7. The moot point for consideration is whether the workman is entitled to any pay protection on his regularization and if the action of the management of Khottadih Colliery, ECL is justified in denying pay protection to the workman.

8. Mr. Sayantan Mukherjee, learned advocate confined his argument to the sole issue that Dinabandhu Kanjia had already been transferred to Mahanadi Coalfields Limited in the State of Odisha in the year 2017. The Industrial Dispute has been raised after his transferred against his previous employer, ECL and there is no employer employee relationship between ECL and the aggrieved workman. It is urged that the Industrial Dispute is not maintainable and the same is liable to be dismissed.

9. Mr. Dinabandhu Kanjia submitted that the cause of action in this case arose due to wrong fixation of his pay by the management of ECL on his regularization to the post of Clerk Grade-III since April, 2001. It is submitted that the management witness in his evidence has admitted that he is entitled to pay protection since his regularization in the post of Clerk Grade-III and that his pay was not protected at the time of his posting in Clerk Grade-III.

10. I have pursued the statement of claim/written statement filed by the aggrieved workman and the management, evidence adduced and the arguments advanced on behalf of the workman and employer.

11. At the outset it needs to be considered whether this Tribunal has the jurisdiction to consider the Industrial Dispute raised by the petitioner workman before the Assistant Labour Commissioner (Central), Raniganj at Durgapur after the workman had been transferred from his previous place of employment at Khottadih Colliery, ECL to Mahanadi Coalfields Limited at Sambalpur. It is an admitted fact that the workman was an employee of ECL at the time of his regularization to Clerk Grade-III and he was transferred to Mahanadi Coalfields Limited in the year 2017.

12. The cause of action of this industrial dispute arose due to wrong fixation of pay of the workman by reducing his basic pay by ECL. It is a settled principle of Law that even if a part of the cause of action arose within the jurisdiction of Court, Authority or Tribunal, the Industrial Dispute can be raised before such Tribunal. In this regard drawing guidance from the decision in the case of **Bijay Kumar Mishra Vs. The Presiding Officer, Labour Court, Sambalpur and Others (2023 (179) FLR 387)** I hold that as the cause of action arose on account of the acts of the management of ECL by not fixing the pay of its employee correctly, hence, this Industrial Tribunal at Asansol has jurisdiction to consider the case.

13. The service of the workman originated under the ECL and is still continuing on his transfer to Mahanadi Coalfields Limited. It goes without saying that both the establishments are ancillaries of Coal India Limited. Under such circumstances I am unable to subscribe the argument advanced Mr. Sayantan Mukherjee, learned advocate that the Industrial Dispute is not maintainable as the workman is no longer and employee of ECL or that as there is no employer employee relationship between the aggrieved workman and ECL. It needs to be borne in mind that wrong fixation of pay gives rise to a continuing cause of action and the workman for such error and negligence on the part of management is still subject to financial loss and suffering. There is no period of limitation under the Industrial Dispute Act preventing an affected party from raising an Industrial Dispute before the Appropriate Forum. It is crystal cleared that an Industrial Dispute is subsisting and the workman though transferred to another Coalfields has rightly raised the Industrial Dispute before this Tribunal.

14. The record reveals that the workman was appointed at Chinakuri Colliery on 13.06.1989 (Exhibit W-1) in the month of March, 2001 the rate of his basic pay per day was Rs.167.86/- on multiplying the pay with 26 working day, the basic pay per month would be Rs.4,364.36/- (Exhibit W-2). The pay slip of April, 2001, after regularization to the post of Clerk Grade-III, the monthly basic pay of the workman was Rs.3545/- which is a clear indication of the fact that the workman on his regularization to Grade-III in post of Clerk was paid lesser basic pay and no increment was paid to him in that scale which is equivalent to one increment of 3% on that scale. The management witness in his examination-in-chief has admitted that the workman is entitled to protection of his pay on his regularization to the post of Clerk Grade-III and no pay protection has been given to him.

15. In Paragraph No.50 of Chapter-XII of the Coal Wage Board Report it is mentioned that when an employee of lower category works temporarily in place of higher category worker he should be paid officiating allowance of 10% of his total wages or statutory pay of the higher category worker for whom he deputizes, which is higher. It is further

laid down that when an employee in lower category works in place of a workman of higher category, he should be entitled to payment of officiating allowance which shall be the difference between his wage and the minimum is the higher category, if such minimum is higher than his existing pay and in case by this method of adjustment, he gets one increment less than the officiating scale, he should be allowed one increment in that scale. In the event of the existing pay of the officiating workman being higher than the minimum pay of the higher category in which he works, then his existing pay should be fixed to the next higher step in the higher category's scale and he should be given one increment in that scale. The pay slips produced by the aggrieved workman for the month of March, 2001 and April, 2001 (Exhibit W-2 and W-3 respectively) reveal that the workman was receiving less basic pay on his regularization to a higher post in Clerk Grade-III. Therefore, in view of the above provisions the decision taken in the Standardization Committee Meeting held on 23.01.1980 and the principle laid down in Para 50 of Chapter-XII of Coal Wage Board Report, Dinabandhu Kanjia shall be entitled to one increment in the basic pay which shall be equivalent of 3% of the basic pay of officiating scale. I, therefore, hold that the management of ECL has acted in an illegal and arbitrary manner by not protecting the pay of Dinabandhu Kanjia and not fixing his basic pay on his regularization w.e.f. 06.04.2001, by granting one increment at his basic pay. The management of ECL is accordingly directed to re-visit the issue and fix the pay of Dinabandhu Kanjia, ex-employee in the light of my above observation, following the relevant rules and pay him the arrears until his transfer to Mahanadi Coalfields Limited. Revised LPC be issued to Dinabandhu Kanjia for payment of the balance amount from the time of his transfer to Mahanadi Coalfields Limited in the year 2017 onwards.

Hence,

ORDER

that the Industrial Dispute is allowed on contest against the management of Eastern Coalfields Limited. The management of Khottadih Colliery, ECL is directed to fix the pay of Dinabandhu Kanjia on his regularization to the post of Clerk Grade-III w.e.f. 06.04.2001 and pay him all dues with retrospective effect. A copy of LPC with fixation of pay in revised form be transmitted to his present place of posting for necessary payment of arrears prospective to his transfer. Let an award be drawn up in the light of my above discussion. Let copies of the Award in duplicate be sent to the Ministry for information and notification.

ANANDA KUMAR MUKHERJEE, Presiding Officer

नई दिल्ली, 20 मई, 2026

का.आ. 1027.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार ई सी एल के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण - सह - श्रम न्यायालय, आसनसोल के पंचाट(संदर्भ संख्या -46/1999) को प्रकाशित करती है,

[सं.एल-22012/175/98-आई.आर.(सी.एम-II)]

जयदीप यादव, उप निदेशक

New Delhi, the 20th May, 2026

S.O. 1027.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (**Reference./46/1999**) of the **Central Government Industrial Tribunal-cum-Labour Court, Asansol** as shown in the Annexure, in the industrial dispute between the Management of ECL and their workmen,

[No. L-22012/175/98 – IR (CM-II)]

JAIDEEP YADAV, Dy. Director

ANNEXURE

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

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

REFERENCE CASE NO. 46 OF 1999

PARTIES: Hari Singh Sidar

Vs.

Management of South Eastern Coalfields Limited

REPRESENTATIVES:

For the Union/Workman: Mr. Rakesh Kumar, President, Koyala Mazdoor Congress.

For the Management of SECL: Mr. P. K. Das, Advocate.

INDUSTRY: Coal

STATE: West Bengal.

Dated: 27.02.2026.

AWARD

In exercise of powers conferred under clause (d) of sub-section (1) and sub-section (2A) of Section 10 of the Industrial Disputes Act, 1947 (14 of 1947), the Government of India through the Ministry of Labour, vide its Order **No. L-22012/175/98/IR(CM-II)** dated 22.04.1999 has been pleased to refer the following dispute between the employer, that is the Management of South Eastern Coalfields Limited, Raigarh Area, Madhya Pradesh and their workman for adjudication by this Tribunal.

SCHEDULE

“Whether the action of the management of SECL, Raigarh (MP), in refusing the employment to Sh. Hari Singh Sidar Apprentice and terminating his service without complying with Sec. 25 (F) of the I.D. Act is justified ? If not, to what relief is the workman concerned entitled? ”

1. On receiving Order **No. L-22012/175/98/IR(CM-II)** dated 22.04.1999 from the Government of India, Ministry of Labour, New Delhi for adjudication of the dispute, a Reference case was registered on 07.06.1999 and an order was passed for issuing notice to the parties through registered post, directing them to appear and submit their written statements along with relevant documents in support of their claims.
2. Mr. P. K. Das, learned advocate for South Eastern Coalfields Limited is present. The case is fixed up today for appearance of the aggrieved petitioner and evidence of workman witness. Hari Singh Sirdar, petitioner, seeking employment in this case since the year 1999 is not found available. It is 1.15 p.m. now. Mr. Rakesh Kumar, union representative filed a petition stating that the petitioner could not reach the Tribunal and prayed for time. Already twenty-five (25) years have passed and the workman is not found diligent.
3. This Tribunal issued a letter bearing Reference No. 46/1999-711 dated 04.09.2024 addressed to the Under Secretary, Government of India, CLS-II Section, Ministry of Labour and Employment, New Delhi, seeking instruction whether this Tribunal has jurisdiction to adjudicate the Industrial Dispute raised before the Assistant Labour Commissioner (C), Bilaspur, involving the management of South Eastern Coalfields Limited at Raigarh (Madhya Pradesh), as the cause of action did not arise within the jurisdiction of Central Government Industrial Tribunal -cum- Labour Court at Asansol. No reply has been received till date from the Ministry.
4. After twenty-five (25) years, workman is not found diligent in proceeding with the case as on the last occasion i.e., on 01.09.2025, order was passed directing the union to produce the concerned petitioner workman for evidence. After six months, workman again failed to appear. Pendency of the case will not benefit either side, as the essence of the claim has already failed after passage of twenty-five (25) years. Under such circumstances, the Industrial Dispute is dismissed for default. Pending applications are disposed of.

Hence,

ORDERED

that the Industrial Dispute is dismissed for default of the workman. Let an Award be drawn up in the light of my above observation. Let copies of the Award in duplicate be sent to the Ministry of Labour and Employment, Government of India, New Delhi for information and Notification.

ANANDA KUMAR MUKHERJEE, Presiding Officer

नई दिल्ली, 20 मई, 2026

का.आ. 1028.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार ई सी एल के प्रबंधन के संबंध में नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण - सह - श्रम न्यायालय, आसनसोल के पंचाट (संदर्भ संख्या -49/2023) को प्रकाशित करती है,

[सं.एल-22012/40/2020-आई.आर.(सी.एम-II)]

जयदीप यादव, उप निदेशक

New Delhi, the 20th May, 2026

S.O. 1028.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (**Reference. 49/2023**) of the **Central Government Industrial Tribunal-cum-Labour Court, Asansol** as shown in the Annexure, in the industrial dispute between the Management of **ECL** and their workmen,

[No. L-22012/40/2020 – IR (CM-II)]

JAIDEEP YADAV, Dy. Director

ANNEXURE

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

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

REFERENCE CASE NO. 49 OF 2023

PARTIES: Smt. Nilandri Pradhan
(dependent wife of Late Rushi Pradhan)
Vs.
Management of Porascole Colliery, ECL

REPRESENTATIVES:

For the Union/Workman: Mr. Rakesh Kumar, President, Koyala Mazdoor Congress.
For the Management of ECL: Mr. P. K. Das, Advocate.

INDUSTRY: Coal.

STATE: West Bengal.

Dated: 05.02.2026

AWARD

In exercise of powers conferred under clause (d) of Sub-section (1) and Sub-section (2A) of Section 10 of the Industrial Disputes Act, 1947 (14 of 1947), the Government of India through the Ministry of Labour, vide its Order **No. L-22012/40/2020-IR(CM-II)** dated 21.08.2020 has been pleased to refer the following dispute between the employer, that is the Management of Porascole Colliery under Kajora Area of Eastern Coalfields Limited and their workman for adjudication by this Tribunal.

SCHEDULE

“Whether the demand Koyala Mazdoor Congress (HMS) for appointment of Smt. Nilandri Pradhan on expiry of her husband Rushi Pradhan, ex- employee of Porascole Colliery of Eastern Coalfields Ltd is appropriate and justified? If so, what relief Smt. Nilandri Pradhan, dependent wife of Lt. Rushi Pradhan is entitled to? ”

1. On receiving Order **No. L-22012/40/2020-IR(CM-II)** dated 21.08.2020 from the Government of India, Ministry of Labour, New Delhi, communicated through letter dated 25.09.2023, a Reference case was registered on 05/09.10.2023 and an order was passed for issuing notice to the parties through registered post, directing them to appear and submit their written statements along with relevant documents in support of their claims.

2. Mr. Rakesh Kumar, union representative filed written statement on 15.11.2023 through Nilandri Pradhan, the wife of the deceased employee Rushi Pradhan. In brief, the fact of the case as disclosed in the written statement is that Rushi Pradhan was a permanent employee of Eastern Coalfields Limited (hereinafter referred to as ECL) and was posted at Porascole Colliery under Kajora Area. He died in harness on 10.04.2003. the wife of the deceased informed the management about the death of Rushi Pradhan by submitting an application dated 27.06.2003. She also applied for her employment under the provisions of National Coal Wage Agreement (hereinafter referred to as NCWA) and for payment of monetary compensation on 14.09.2003 under clause 9.5.0 of NCWA. The management did not process her claim for employment and payment of monetary compensation on the pretext that the Police Verification Report (hereinafter referred to as PVR), relating to the death of Rushi Pradhan was not clear. Nilandri Pradhan subsequently requested the management for holding verification of death of her husband at her husband's

native place. The management on verification received a report that Rushi Pradhan has died. The petitioner wife submitted an application for refund of Coal Mine Provident Fund (hereinafter referred to as CMPF), settlement of pension and payment of gratuity in respect of Rushi Pradhan. The death certificate of her husband was accepted and the Competent Authority released payments in respect of Coal Mines Provident Fund, Pension and Gratuity, in favour of Nilandri Pradhan. The management however did not approve her prayer for employment and monetary compensation. In the claim statement / written statement Nilandri Pradhan prayed for providing the employment as well as monetary compensation to her from the date of death of her husband along with other consequential benefits under NCWA.

3. Management contested the case by filing written statement on 03.02.2024. According to the management Rushi Pradhan was absenting from duty since February, 2003. Nilandri Pradhan informed management on 27.06.2003 that her husband Rushi Pradhan expired on 10.04.2003. She applied for monetary compensation on 14.09.2003 against the death of her husband. Management held police verification regarding the genuineness of the Death Certificate of Rushi Pradhan vide letter dated 04.08.2003. The PVR received from Kodala Police Station mentioned that Rushi Pradhan was absconding from his workplace and had never visited the village nor did he die at the village on the mentioned date as revealed during local enquiry by Officer-in-Charge. After lapse of seven (7) years Nilandri Pradhan again applied before the General Manager, Kajora Area on 26.03.2011, claiming employment for herself. Management stated that office records reveal that Nilandri Pradhan, wife of Rushi Pradhan, U.M. No. 553872, Ex-Wagon Loader, Porascole Colliery has applied for employment against death of her husband on 17.03.2015 after lapse of four year from her earlier application for employment. After lapse of twelve years from the death of her husband, she applied for monetary compensation on 09.06.2015. On 27.06.2017 a third application claiming employment was submitted. The Agent, Porascole Colliery, in reply issued a letter dated 11.07.2017, asking her to explain the adverse PVR dated 22.11.2003. She applied for re-verification of the death of her husband. The management thereafter requested the Registrar of Births and Deaths, PHC, Sumandal, Khalli Kote for verification of the Death Registration Certificate of Rushi Pradhan in response to letter dated 20.11.2019. The Registrar of Births and Deaths confirmed the genuineness of the Death Registration Certificate dated 30.04.2003. According to the management of ECL a dependent claimant is required to express option between social security benefit he/she wants to avail under the provision of NCWA as he / she cannot choose both. The claimant is still confused regarding the prayer submitted by her that she wants both monetary compensation and employment. The management relying upon the decision of the Hon'ble Supreme Court of India in the case of **M/s. Eastern Coalfields Limited Vs. Anil Badyakar and Others [2009 (13) SCC 112]**, contended that the Industrial Dispute has been raised by distorting and suppressing the facts after passage of nineteen (19) years and employment on compassionate ground has been disapproved in the above decision after passage of long years. Reliance has also been placed by the management on the decision of the Hon'ble High Court, Calcutta in the case of **State of West Bengal and Others Vs. Purnam Pradhan [MAT No. 1036 of 2011]**, where the Hon'ble High Court held that compassionate appointment should not be offered after lapse of reasonable period, to say, five years. Management has urged that the action of the management is justified in not allowing employment after long delay and the Industrial Dispute raised by the union is liable to be dismissed.

4. The moot point for consideration is whether the demand for employment by Nilandri Pradhan on expiry of her husband Rushi Pradhan is justified? If so, what relief the dependent wife is entitled to.

5. Union has examined Nilandri Pradhan as Workman Witness No. 1. She has filed her affidavit-in-chief reiterating the case disclosed in the written statement. According to the averment she has prayed for employment as well as Monthly Monetary Cash Compensation (hereinafter referred to as MMCC) against death of her husband. In course of evidence, she produced the following documents :

- (i) Copy of the Identity Card of Rushi Pradhan is produced as Exhibit W-1.
- (ii) Copy of the Death Registration Certificate of Rushi Pradhan, as Exhibit W-2.
- (iii) Copy of application of Nilandri Pradhan submitted on 14.09.2003 addressed to the Agent, Porascole Colliery, as Exhibit W-3.
- (iv) Copies of subsequent applications of Nilandri Pradhan submitted on 26.03.2011, 17.03.2015, 26.07.2017 and 31.07.2017, as Exhibits W-4, W-5, W-6 and W-7 respectively.
- (v) Copy of the Form PS-3 of Rushi Pradhan, as Exhibit W-8.
- (vi) Copy of the Form PS-4 of Rushi Pradhan, as Exhibit W-9.
- (vii) Copy of the Legal Heirship Certificate in respect of Rushi Pradhan, issued by Tahasildar, Kodala, Odisha, as Exhibit W-10.
- (viii) Copy of the letter dated 20.11.2019 issued by the Agent, Porascole Group of Mines addressed to the Registrar, Births and Deaths, PHC, Sumandal, seeking verification of genuineness of the Death Registration Certificate of Rushi Pradhan, as Exhibit W-11.

- (ix) Copy of the Reply dated 17.12.2019 of the Registrar, Births and Deaths, Sumandal, Ganjam, as Exhibit W-12.
- (x) Copy of the Order passed by the Assistant Labour Commissioner (C), Raniganj at Durgapur in favour of Nilandri Pradhan, directing payment of Gratuity to Nilandri Pradhan in respect of her husband is produced as Exhibit W-13.
- (xi) Copy of Coal Mines Provident Fund order dated 27.12.2013 for payment of Monthly Pension to Nilandri Pradhan as wife, as Exhibit W-14.

6. During cross-examination the witness deposed that Rushi Pradhan was at home at the time of death and was suffering from illness for ten days prior to his death. She submitted her application claiming employment after two months from death of her husband. She denied that she claimed for monetary compensation and did not seek employment. She also denied that she submitted her application seven years after the death of her husband.

7. Management examined Mr. Vishwadeepak, Assistant Manager (Personnel), Porascole Colliery, as Management Witness No. 1. He filed his affidavit-in-chief. The management averred that in spite her illiteracy she successfully claimed CMPF and Gratuity but misguided the management in respect of her claim for employment and monetary compensation. It is further stated that as per provision of NCWA, claiming monetary compensation and employment are completely different and the claimant has to decide which benefit she is willing to choose and both the social security benefits under NCWA cannot be processed at the same time. In the concluding part of the affidavit-in-chief the management witness stated that a Charge Sheet was issued against Rushi Pradhan for absents from his duty bearing No. PC/C-6/2003/47 dated 17.06.2003. In course of his evidence management witness produced the following documents :

- (i) Copy of Charge Sheet dated 17.06.2003 issued against Rushi Pradhan is produced as Exhibit M-1.
- (ii) Copy of an application dated 27.06.2003 submitted by Nilandri Pradhan, wife of Rushi Pradhan, informing the management that Rushi Pradhan has expired on 10.04.2003, as Exhibit M-2.
- (iii) Copy of an application of Nilandri Pradhan submitted on 14.09.2003 before the Agent, Porascole Colliery for providing monetary compensation to her as children of the employee were minor at the relevant time, as Exhibit M-3.
- (iv) Copy of letter dated 20.11.2003 issued by the Additional Superintendent of Police, Ganjam, Chatrapur addressed to the Agent, Porascole Colliery regarding genuineness of Death Registration Certificate, as Exhibit M-4.
- (v) Copy of application dated 17.03.2005 submitted by Nilandri Pradhan, praying for providing employment to her against the death of her husband, as Exhibit M-5.
- (vi) Copy of letter dated 13/16.04.2015 issued by the Agent, Porascole Group of Mines addressed to Nilandri Pradhan, as Exhibit M-6.
- (vii) Copy of Reply of Nilandri Pradhan dated 04.06.2015 addressed to the Agent, Porascole Group of Mines where she once again prayed for her employment against the death of her husband, as Exhibit M-7.
- (viii) Copy of another application of Nilandri Pradhan submitted on 27.06.2017 before the Agent, Porascole Colliery claiming employment for herself, as Exhibit M-8.
- (ix) Copy of letter dated 08/11.07.2017 issued by the Agent, Porascole Group of Mines in response to the application of Nilandri Pradhan dated 27.06.2017, reiterating that her husband did not die, as Exhibit M-9.
- (x) Copy of application of Nilandri Pradhan submitted on 31.07.2017 before the Agent, Porascole Colliery for verification of genuineness of death certificate of her husband, as Exhibit M-10.
- (xi) Copy of letter dated 20.11.2019 issued by the Agent, Porascole Group of Mines issued addressed to the Registrar, Births and Deaths, PHC, Sumandal, as Exhibit M-11.
- (xii) Copy of letter dated 17.12.2019 issued by the Registrar, Births and Deaths addressed to the Agent, Porascole Group of Mines, as Exhibit M-12.

Witness stated that Agent, Porascole Group of Mines issued a letter dated 20.11.2019 addressed to the Registrar, Births and Deaths, PHC, Sumandal for verification and confirming genuineness of the Death Registration Certificate of Rushi Pradhan. The witness further deposed that on 17.12.2019 the Registrar, Births and Deaths issued a letter addressed to the Agent, Porascole Group of Mines, disclosing that the death certificate of Rushi Pradhan, S/o Sukra Pradhan is genuine and it bears Registration No. 216/2003 dated 30.04.2003. It is gathered from the testimony of Management Witness No. 1 that the management did not consider the prayer for employment of the dependent wife

and no communication was made to the family of the dependent after the Death Registration Certificate was found genuine.

8. In course of cross-examination management witness deposed that he was unable to state the date since when Rushi Pradhan was unable to attend duty. He further stated that Provident Fund and Gratuity amounts of Rushi Pradhan have been paid to Nilandri Pradhan, his wife. The witness admitted that till date no monetary compensation was paid to the wife of the deceased. It transpires from the cross-examination that Nilandri Pradhan submitted his application for the first time on 14.09.2003 seeking monetary compensation in lieu of employment (Exhibit M-3). The witness denied the suggestion that management has acted illegally by not paying monetary compensation as well as by not providing employment to the dependent wife of the deceased.

9. Mr. Rakesh Kumar, union representative advancing his argument on behalf of the wife of the deceased employee submitted that Rushi Pradhan was an employee of ECL and he died in harness on 10.04.2003 and a Death Registration Certificate was issued on 30.04.2003 by the Registrar, Births and Deaths, PHC, Sumandal, Dist.-Ganjam, Orissa. The Death Registration Certificate is produced as Exhibit W-2. The wife of the deceased submitted an application on 14.09.2003 (Exhibit W-3) where she requested the management for payment of monetary compensation in lieu of employment, disclosing that her husband died on 10.04.2003, leaving behind her and two minor children and other dependents. The management initially sought for a PVR regarding the death of Rushi Pradhan and having received a reply dated 20.11.2003 (Exhibit M-4) from the Additional Superintendent of Police, Ganjam, Chatrapur was misled by their report that the Police visited the Village – Belajhari on 04.11.2003 and ascertained that Rushi Pradhan was absconding for three years. Villagers could not inform anything regarding the death of Rushi Pradhan on 10.04.2003 nor did they observe any cremation or funeral rites. On confidential enquiry the Police did not get any information about the alleged death and it was found that Dr. Kedarnath Mishra, MD, CHC, Kodala revealed that he has only given the certificate based upon the Death Certificate issued by the Sumandal PHC. Police reported that the Rushi Pradhan absconded from his work place and he never visited his village nor did he die at his village on the mentioned date. Mr. Kumar further referred to the application (Exhibit M-5) dated 17.03.2015 where Nilandri Pradhan claimed employment against the death of her husband as per the provisions of NCWA. Mr. Kumar argued that on the basis of Death Registration Certificate of Rushi Pradhan his wife has received CMPF, Gratuity and Pension amounts of her husband from the respective authorities. Subsequently, on 20.11.2019 the Agent, Porascole Group of Mines issued a letter to the Registrar, Births and Deaths, PHC, Sumandal, requesting him to confirm the genuineness of the Death Registration Certificate, bearing Registration No. 216/2003 dated 30.04.2003, for the purpose of processing the terminal dues of Rushi Pradhan (Exhibit M-11). In reply to the letter the Registrar, Births and Deaths informed the Agent, Porascole Group of Mines in his letter dated 17.12.2019 that the Death Registration Certificate of Rushi Pradhan has been issued by them (Exhibit M-12). Mr. Kumar argued that the management of ECL has already caused inordinate delay in considering the claim of the dependent wife. It is submitted that after the genuineness of the Death Registration Certificate was established the management should favorably grant the prayer for employment of the dependent wife or pay the monetary compensation till she attains the age of sixty (60) years.

10. Mr. P. K. Das, learned advocate for the management of ECL vehemently argued that Rushi Pradhan was absconding from his place of work since February, 2003 due to which a Charge Sheet bearing No. PC/C-6/2003/47 dated 17.06.2003 (Exhibit M-1) was issued under Clause 26.29 of the Certified Standing Orders for absents from service without any permission and information to the Competent Authority. It is submitted that the petitioner wife for the first time submitted an application on 27.06.2003 (Exhibit M-2), informing about the death of her husband on 10.04.2003. She also prayed for monetary compensation in lieu of employment through an application submitted on 14.09.2003 (Exhibit M-3). The management of ECL sought for a police verification regarding reported death of Rushi Pradhan. The Additional Superintendent of Police, District Intelligence Bureau, Ganjam, Chatrapur, in its letter dated 20.11.2003 (Exhibit M-4) clearly informed that the villagers of Belajhari were not aware about the death of Rushi Pradhan on 10.04.2003 and they did not participate in the cremation or funeral rites of the person. Learned advocate submitted that the Police held enquiry on 04.11.2003 and found that Rushi Pradhan did not die at his native place on 10.04.2003. The management of ECL in their letter dated 13/16.04.2015 (Exhibit M-6) informed Nilandri Pradhan that police verification could not confirm her husband's death and since twelve (12) years have passed, the file relating to her request for employment has been returned. Learned advocate further argued that the Agent, Porascole Group of Mines issued a letter dated 08/11.07.2017 addressed to Nilandri Pradhan (Exhibit M-9), informing the outcome of police verification. Learned advocate submitted that the Registrar of Births and Death in his letter dated 17.12.2019 (Exhibit M-12) addressed to the Agent, Porascole Group of Mines disclosed that the Death Registration Certificate of Rushi Pradhan was issued from their office as it was entered in the Register bearing Registration No. 216/2003 dated 30.04.2003. Learned advocate argued that even if the death of Rushi Pradhan is considered to be genuine on the basis of certificate issued on 30.04.2019, already several years have passed from the reported death of the employee and the petitioner wife is not entitled to any relief.

11. Considered the rival arguments in the light of pleadings of the parties and evidence adduced. It emerges from the record that Rushi Pradhan has been absents from his place of duty without any information due to which a Charge Sheet was issued on 17.06.2003 (Exhibit M-1). The wife of the deceased employee claimed that Rushi

Pradhan died in harness on 10.04.2003 i.e., prior to the date of issuance of Charge Sheet. On holding police verification, a report was submitted (Exhibit M-4) which disclosed that co-villagers were not aware about the date of Rushi Pradhan at Village-Belajhari and they did not take part in the cremation and last rite. Several years have passed and no evidence could be adduced by the dependent wife in support of her husband's death. The management requested the authority issuing the Death Registration Certificate to verify the genuineness of the Death Registration Certificate for the purpose of payment of terminal dues to the wife of the Rushi Pradhan (Exhibit M-11). In reply, the Office of the Registrar of Birth and Death cum MOI/CCHC, Sumandal Ganjam issued a letter dated 17.12.2019 (Exhibit M-12) informing that the Death Registration Certificate of Rushi Pradhan is genuine and it was registered under them. It is gathered from the pleadings of the parties that Coal Mines Provident Fund, Gratuity and Pension amounts have been disbursed to the wife of the deceased. Due to absence of clear evidence regarding the death of Rushi Pradhan at his native place the management of ECL was unable to process the prayer of employment or payment of monetary compensation to the dependent wife. There was no fault on the part of the management of ECL for being unable to dispose of the prayers. No medical examination or screening was held for processing the prayer for employment of Nilandri Pradhan. The Industrial Dispute has been raised by the petitioner wife, claiming employment and other reliefs after passage of seventeen (17) years from the death of her husband on 10.04.2003. Under the fact and circumstances, it appears to me that management of ECL had no scope to consider the claim for employment especially when the employee had left his workplace and an air of doubt surrounded the death of Rushi Pradhan at his native place. At the time of adducing evidence Nilandri Pradhan disclosed her age as forty-six (46) years on 05.07.2024 though the same has not been verified it can well be assumed that the dependent wife is approaching fifty (50) years of age and due to such delay, she is not in a position to be considered for employment. She initially filed an application on 14.09.2003 claiming monetary compensation in lieu of employment (Exhibit M-3). According to Clause 9.5.0 (iv) of NCWA-VII :

“ Monetary compensation wherever applicable, would be paid till the female dependant attains the age of 60 years. ”

In my considered view this is an appropriate case where the relief should be moulded and the wife of the deceased employee, who has not been provided with any employment should be paid monetary compensation at the applicable rate i.e., Rs. 3,000/- (Rupees three thousand only) per month from the death of her husband till she attains sixty (60) years of age.

12. It may be mentioned herein that in the Schedule of the Industrial Dispute, referred for adjudication has been mentioned that whether the demand for employment of Nilandri Pradhan is appropriate and justified. In the case of **Axis Bank Vs. Union of India and Others [2022 (175) FLR 2571 Calcutta HC]**, the Hon'ble High Court at Calcutta held :

“ It is also the settled law that, the Labour Tribunal under the Industrial Disputes Act has a limited authority and jurisdiction to proceed only with the reference arose from the conciliation proceeding and cannot travel beyond the scope of reference. ”

As per the Schedule of the Reference the Tribunal is required to consider whether the demand for employment by the wife is justified and what relief the wife is entitled to as a dependent. Therefore, while considering the claim for employment it is appropriate to consider that while disallowing the claim for employment due to lapse of time, the wife would still be entitled to some other relief which she had claimed in lieu of employment. Therefore, it is just and appropriate to hold that Nilandri Pradhan, the wife of the deceased employee is entitled to monetary compensation from ECL, the employer company from the date of death of her husband till she attains sixty (60) years of age. The Industrial Dispute is accordingly allowed in part.

Hence,

ORDERED

that the Industrial Dispute is allowed in part on contest against the management of Porascole Colliery under Kajora Area of Eastern Coalfields Limited. The management shall pay Monthly Monetary Cash Compensation to Nilandri Pradhan, the wife of Late Rushi Pradhan, the deceased employee from the date of his death i.e., 10.04.2003 till she attains sixty (60) years of age. The arrear of Monthly Monetary Cash Compensation shall be paid to the wife of Late Rushi Pradhan within three (3) months from the date of communication of this Award. Let an award be drawn up in the light of my above observation. Let copies of the Award in duplicate be sent to the Ministry of Labour and Employment, Government of India, New Delhi for information and Notification.

ANANDA KUMAR MUKHERJEE, Presiding Officer

नई दिल्ली, 20 मई, 2026

का.आ. 1029.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार ई सी एल के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण - सह - श्रम न्यायालय, आसनसोल के पंचाट(संदर्भ संख्या -02/2019) को प्रकाशित करती है,

[सं.एल-22012/95/2018-आई.आर.(सी.एम-II)]

जयदीप यादव, उप निदेशक

New Delhi, the 20th May, 2026

S.O. 1029.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (**Reference. 02/2019**) of the **Central Government Industrial Tribunal-cum-Labour Court, Asansol** as shown in the Annexure, in the industrial dispute between the Management of ECL and their workmen,

[No. L-22012/95/2018 – IR (CM-II)]

JAIDEEP YADAV, Dy. Director

ANNEXURE

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

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

REFERENCE CASE NO. 02 OF 2019

PARTIES: Raju Mahato and others
(represented by Bhojudih Coal Washery Shramik Union)

Vs.

Management of Bhojudih Coal Washery of M/s. BCCL

REPRESENTATIVES:

For the Workman: Mr. Ashis Chandra Kumar, Advocate.
Smt. Nandita Maji, Advocate.

For the Management of BCCL: Mr. P.K. Das, Advocate.

INDUSTRY: Coal.

STATE: West Bengal.

Dated: 05.02.2026

AWARD

The Government of India through the Ministry of Labour, 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), vide its Order **No. L-22012/95/2018 - IR(CM-II)** dated 07.01.2019 has referred the following dispute between the employer, that is the Management of Bhojudih Coal Washery of M/s. Bharat Coking Coal Limited (hereinafter referred as BCCL) and their workman for adjudication by this Tribunal.

SCHEDULE

“Whether the action of the Management of M/s. Bharat Coking Coal Limited in relation to its Bhojudih Coal Washery in reducing the basic pay of S/Sri (1) Raju Mahati, (2) Dasu Mahato, (3) Narayan Paramanik, (4) Sudhir Bouri, (5) Chakradhar Bouri, (6) Sadan Mahato & (7) Gurupada Mahato pursuant to their conversion from Piece Rate to Time Rate category is just and legal? If not, to what relief the workman are entitled to? ”.

1. On receiving Order **No. L-22012/95/2018 - IR(CM-II) dated 07.01.2019** from the Government of India, Ministry of Labour, New Delhi for adjudication of the dispute, a **Reference case No. 02 of 2019** was registered on 24.01.2019 and an order was passed for issuing notice to the parties through registered post, directing them to appear and submit their written statements along with relevant documents in support of their claims and a list of witnesses.

2. Six out of the seven workmen, except Gurupada Mahato, filed written statement on 18.10.2023. The fact of the case in brief as disclosed in the written statement is that Raju Mahato and six other Piece Rated (PR) workers were transferred from Eastern Jharia and Lodna Area under BCCL to Bhojudih Coal Washery from various categories. On their transfer, they were converted to Time Rated (TR) category. The employees were never informed by the management that they did not come under the purview of the notice seeking transfer to Bhojudih Coal Washery. The concerned workman contended that an employer who wants to change the condition of service should give adequate notice to the employee proposing the change. In the instant case no notice was issued informing that service conditions would be changed on transfer to some other place. On transfer to Bhojudih Coal Washery management of Bhojudih Coal Washery reduced the wages of the workers and fixed their wages at a lower rate. The workmen had applied for their transfer to convenient places but did not agree upon any reduction of wages on their transfer. Workmen claimed that in section 23.1 of the standing order applicable to the employees and the workmen, an employee may be transferred if pay, grade and other conditions of service are not adversely affected by such transfer and further if any employee is transferred from one job to another job, the job should be of similar nature. The workmen being aggrieved by such reduction of wage has raised the Industrial Dispute and a reference has been made before this Tribunal to adjudicate whether the action of the management in reducing the basic pay of the workmen pursuant to their conversion from Piece Rate to Time Rate category is just and legal?

3. Mr. P.K. Das, learned advocate for the management of BCCL appeared for Bhojudih Coal Washery and filed written statement on 22.02.2023. According to the management, the reference made is not maintainable either under law or in fact. It is stated that the workmen were initially appointed as Piece rated workers in Group-I and they were paid wages as per nature and quality of work rendered. The Piece Rated wages were variable dependent upon the nature of deployment and different kind of work performed like cutting and loading coal. They get high group wage of Group – V A when they perform a job of clay cartridge makers or any other general cutting jobs of clay cartridge makers or any other general cutting job, like earth cutting, they get Group-I wages. For working in the open cast, they get the pay of Group-III wage where they are required to perform a minimum workload. If the Piece Rate workers failed to fulfill their work, they get fallback wages if the work is hampered without any default in their part like non supply of tube or breakdown of haulage or power shutdown. It is further stated that no fall back wage is payable if the worker fails to fulfill the work norms and due to his own fault. On the basis of such contention management asserted that wage of PR workers is variable. The concerned workmen who were initially appointed as PR workers were facing difficulty in their duty and applied for conversion from PR to TR and requested their transfer to Bhojudih Coal Washery. The concerned workmen before their transfer were working as underground workers and on their transfer to Bhojudih Coal Washery, their wages were reduced based on their consent. Management asserted that in circular issued by the management vide ref No: BCCL/Pers-Coordn & Impl./2013/4587-4627 dated 10-10-2013 regarding recommendation for protection of wages of the workmen converted from PR to TR, in point no. 3 specifically mentioned that no wage protection is available if the employee concerned himself made a request for their conversion. Management prayed that there is no justification in the claim made by workmen and the Industrial Dispute is liable to be dismissed.

4. The central point for consideration is that whether the management is justified in reducing the basic wages of workmen on their transfer and conversion from PR to TR category.

4. In order to establish their claim, Narayan Pramanik has been examined as WW-1. He has filed his affidavit-in-chief in favour of all seven workmen namely Raju Mahato, Dasu Mahato, Narayan Pramanik, Chakradhar Bouri, Sadhan Mahato, Sudhir Bouri and Gurupada Mahato. It is admitted that all these employees had applied for transfer to their convenient place i.e. near to their native place, in response to an official notice displayed by the Eastern Jharia Area but they have not been transferred to Bhojudih Coal Washery as per PR workers. It is further stated that none of these employees were informed by the management that they do not come under the purview of notice of transfer. Furthermore, it is averred in the affidavit that transfer of employees is under the terms of service but on such transfer, the pay of such employees cannot be reduced. Workman witness claimed that due to their prayer for transfer, the existing facilities and pay of workmen cannot be reduced without any prior notice given by the management. In section 23.1 of the standing order applicable to the employees, they are entitled to be transferred provided the pay, grade and other service conditions are not adversely affected by such transfer and the nature of job should also remain the same.

During examination-in-chief, the witness produced the following documents:

- (i) Copy of Office Order dated 07.07.2010, by which the concerned workmen were transferred to different places at Bhowra and Amlabad Project of BCCL is produced as Exhibit W-1.
- (ii) Copy of LPC of Chakradhar Bouri dated 14.08.2010 is produced as Exhibit W-2.

- (iii) Copy of LPC of Sadhan Mahato dated 10.05.2011 is produced as Exhibit W-3.
- (iv) Copy of LPC of Sudhir Bauri dated 05.06.2011 is produced as Exhibit W-4.
- (v) Copy of LPC of Dasu Mahato dated 15.05.2010 is produced as Exhibit W-5.
- (vi) Copy of LPC of Raju Mahato dated 15.06.2011 is produced as Exhibit W-6.
- (vii) Copy of LPC of Narayan Pramanik dated 28.08.2010 is produced as Exhibit W-7.
- (viii) Copy of pay slips of Narayan Pramanik for May 2010 and April 2011 are produced as Exhibit W-8.
- (ix) Copy of pay slip of Chakradhar Bauri for November 2010 is produced as Exhibit W-9.
- (x) Copy of Office Order dated 23.03.2011 in respect of Sadhan Mahato and Raju Mahato regarding their transfer is produced as Exhibit W-10.
- (xi) Copy of pay slips of Sadhan Mahato for December 2010 and December 2011 are produced as Exhibit W-11.
- (xii) Copy of pay slips of Raju Mahato for May 2011 and August 2011 are produced as Exhibit W-12 and Exhibit W-12/1 respectively.
- (xiii) Copy of Office Order dated 21.04.2012 relating to transfer of Sudhir Bouri is produced as Exhibit W-13.
- (xiv) Copy of pay slip of Sudhir Bouri for August 2012 is produced as Exhibit W-14.
- (xv) Copy of Office Order dated 13.03.2010 relating to transfer of Dasu Mahato is produced as Exhibit W-15.
- (xvi) Copy of pay slip of Dasu Mahato for February 2011 is produced as Exhibit W-16.

In course of his cross-examination the witness deposed that Gurupada Mahato has expired and the remaining workmen are still in the pay roll of the company. He deposed that prior to transfer they were enjoying Piece Rated wages and after transfer company paid them Time Rated wages. It is gathered from his cross-examination that they were converted from PR to TR before the transfer. The background of transfer can be gathered from his evidence that some of the collieries of BCCL were being closed and at that time notice were issued informing the workmen that they could submit choice of transfer. Witness denied the suggestion that they have voluntarily sought for their own transfer to their present place of posting and that they were not entitled to difference of wages which they have claimed.

6. Dasu Mahato, another workmen filed his affidavit-in-chief and has been examined as WW-2. In his affidavit-in-chief, he has averred that no employer who wants to effect any change in conditions of service applicable to any workman in respect of any matter specified in the fourth schedule shall effect such without giving to the workmen likely to be effected by such change a notice in the prescribed manner regarding the proposed change to be effected. It is gathered from evidence of witness that on transfer from Bhowra Colliery to Bhojudih Coal Washery, his basic pay was reduced from Rs. 427 per day to Rs. 321 per day. He further deposed that all the workmen prayed for restoration of their basic pay which was reduced on transfer.

In cross-examination by Management, the witness stated that they are all Time Rated workers and it is not a fact that the wages were fixed according to the rules of the company or the company acted in a just and proper manner by reducing the wages or there was no violation of the standing order.

7. Management of Bhojudih Coal Washery examined Sri Shashank as MW-1. He filed his affidavit-in-chief. The witness stated that he is the Dy. Manager (Personnel) at Bhojudih Coal Washery. Raju Mahato and others requested the competent authority for their transfer to Bhojudih Coal Washery and as per Office Order, they have been transferred clearly mentioning their new designation and category which they accepted. The workmen never refused to accept the Office Order in the year 2010 and 2011. They were all aware that their transfer was subject to designation and category offered to them and they were also aware about the terms and conditions. Management Witness denied that there was no illegality in changing the existing facility of the employees or they have violated the law. It is asserted that payment of wages was made as per their entitlement.

In course of his examination-in-chief, the management witness produced the following documents:

- (i) Copy of Office Order dated 23.03.2011, where nature of job of four employees was converted from PR to TR is produced as Exhibit M-1.
- (ii) Copy of Office Order dated 07.07.2010 by which seven workmen were converted from PR to TR and transferred to Bhojudih Coal Washery is produced as Exhibit M-2.
- (iii) Copy of Office Order dated 28.03.2012 in respect of Sudhir Bouri issued by BCCL Headquarter whereby he was transferred to Bhojudih Coal Washery and was placed in General Mazdoor (Surface) Cat-I is produced as Exhibit M-3.

- (iv) Copy of letter dated 10.10.2013 addressed to the CGM (Washery) informing that employees who opted for transfer on their own would not get pay protection as was given to other employees who were converted from Piece Rated to Time Rated category is produced as Exhibit M-4.

Witness stated that all workmen were converted from PR to TR workmen in 2011. In course of his cross-examination, the management witness stated that Certified Standing Order of BCCL dated 12.10.1990 is applicable to all non-executive employees. Witness stated that salary of persons transferred to other places cannot be reduced. He deposed that basic pay of these people were reduced as they were given pay of General Mazdoor, Cat-I. In Certified Standing Order applicable to the company there is no provision that on transfer of workman on their own choice they will not receive pay protection or his basic pay get adversely affected. Witness clarified that Clause 23.1 of Certified Standing Order only provides for regular transfer and pay should not be adversely affected in any manner.

8. I have heard Mr. Ashis Chandra Kumar, learned advocate who submitted that out of seven workmen, he is representing six workmen and on death of Gurupada Mahato no legal representative contacted him and he has not been able to substitute the legal heir. Learned advocate argued that the management of Bhojudih Coal Washery of BCCL has subjected these workmen to undue hardship and taken punitive measures by reducing their basic pay after their transfer from East Jharia and Lodna Area to Bhojudih Coal Washery. It is submitted that the workmen were already converted from PR to TR worker before they joined their place of transfer. It is strenuously argued that management has violated the provisions of the Standing Order applicable to the employees where the management cannot unilaterally reduce the basic pay of a workman.

9. Mr. P.K. Das, learned advocate for the management of BCCL in his reply argued that the concerned workmen were receiving higher pay as they were performing different type of work in PR category. On their own choice they were transferred and converted to TR category for which there has been a reduction in pay. Learned advocate in support of his argument relied upon a copy of letter dated 10.10.2013 (Exhibit M-4) which has communicated the recommendation of the committee on the issue of protection of wages to the workers converted from PR to TR. It is submitted that in the said letter, General Manager (P) Coord. & Impl., referring to the recommendation of the committee dated 28.04.2012, stated that notional fitment of basic pay shall be given effect prospectively from September 2013 and that furthermore it is to be strictly ensured that no pay protection is to be granted to the persons who are not covered in any of the schemes of conversion of PR to TR but they have been individually converted for TR as per their own requests, which has not been necessitated due to abolition of PR scheme in the Company.

10. Having considered the rival arguments advanced on behalf of the respective parties, the pleadings of the workmen and the employer company as well as evidence adduced by them, it transpires from the averment in affidavit-in-chief of WW-1 that the workmen prior to their transfer were posted in different collieries under BCCL. In cross-examination, he stated that some collieries of BCCL were closed and notice was issued by the employer informing the workers that they could submit their choice for transfer. Such statement has not been refuted by the management at the time of cross-examination. Therefore, it is clear and stands established that the workmen responded to the notice for transfer and that transfer of the concerned workmen was not at their own volition. In this context, management has not produced the copy of notice inviting option from employees for their transfer. The onus lies upon the management to prove that in that notice seeking option for transfer, it had been mentioned that the person who were transferred will not be granted pay protection and their pay would be reduced.

11. Dasu Mahato, WW-2 in his evidence stated that he and Gurupada Mahato were transferred to BCCL in the year 2010, Raju Mahato, Narayan Pramanik and Sadhan Mahato were transferred in the year 2011, Sudhir Bouri was transferred in the year 2012. All the workmen have claimed to be converted to TR workers before their transfer. On a perusal of Office Orders dated 23.03.2011 (Exhibit M-1), dated 07.07.2010 (Exhibit M-2) and dated 30.03.2012 (Exhibit M-3), it appears that the workmen have been transferred to Bhojudih Coal Washery as General Mazdoor (Surface) Cat-I on conversion from PR work on granting Initial Basic Pay and SPRA protection. There is no contrary terms in the order of transfer to the extent that they would not receive any pay protection on their conversion and transfer. It is only specified that they would not be entitled to any TA/DA at the time of transfer as the transfer was made on their request.

12. In respect of Exhibit M-4, the letter dated 10.10.2013 relied on behalf of the management, I find and hold that such communication is made much after the concerned workmen were transferred and were converted from PR to TR workers. It needs to be mentioned herein that all these seven workmen have been converted from PR to TR not individually on their request but according to the policy of the management to cope up with the closure of some of its collieries where these employees were engaged.

13. In schedule four of the Industrial Dispute Act, 1947 read with section 9A of the Act, it would be profitable to note that no employer, who proposes to effect any change in the conditions of service applicable to any workman in respect of any matter specified in the Fourth Schedule, shall effect such change, without giving to the workmen likely to be affected by such change a notice in the prescribed manner of the nature of the change proposed to be effected. Such notice is required to be issued within twenty-one days before any change in the condition of service takes place.

Schedule four lays down that such condition of service includes wages, including the period and mode of payment. The management of Bhojudih Coal Washery has failed to prove that any such notice u/s 9A of the Industrial Disputes Act was issued to the concerned workmen indicating that their wages would be reduced in the event they opted for transfer to some other collieries. On the basis of my above discussion, I hold that management of Bhojudih Coal Washery acted in an illegal and arbitrary manner by reducing the wages of all seven employees mentioned in the schedule. The Management of Bhojudih Coal Washery is accordingly directed to fix the Basic pay of all these employees and also pay the arrears of difference of pay from their joining the place of transfer till date within two months from the date of communication of Award.

Hence,

ORDERED

The Industrial Dispute is allowed on contest against the management of Bhojudih Coal Washery. The management is directed to grant necessary pay protection by the seven workmen by way of restoring their basic pay from the date of their joining the place of transfer as TR workers and also pay the arrears of difference of pay within two months from the date of communication of this Award. Let copies of the Award in duplicate be sent to the Ministry of Labour, Government of India, New Delhi for information and Notification.

ANANDA KUMAR MUKHERJEE, Presiding Officer

नई दिल्ली, 20 मई, 2026

का.आ. 1030.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार ई सी एल के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण - सह - श्रम न्यायालय, आसनसोल क'पंचाट(संदर्भ संख्या -46/2022) को प्रकाशित करती है,

[सं.एल-22012/88/2022-आई.आर (सी.एम-II)]

जयदीप यादव, उप निदेशक

New Delhi, the 20th May, 2026

S.O. 1030.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (**Reference. 46/2022**) of the **Central Government Industrial Tribunal-cum-Labour Court, Asansol** as shown in the Annexure, in the industrial dispute between the Management of **ECL** and their workmen,

[No. L-22012/88/2022 – IR (CM-II)]

JAIDEEP YADAV, Dy. Director

ANNEXURE

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

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

REFERENCE CASE NO. 46 OF 2022

PARTIES: Nilendu Chatterjee

Vs.

Management of Khottadih OCP, ECL

REPRESENTATIVES:

For the Union/Workman: Mr. Chandi Banerjee, General Secretary, CMU (INTUC)

For the Management of ECL: Mr. Mani Padma Banerjee, Advocate.

INDUSTRY: Coal.
STATE: West Bengal.
Dated: 03.02.2026

AWARD

In exercise of powers conferred under clause (d) of Sub-section (1) and Sub-section (2A) of Section 10 of the Industrial Disputes Act, 1947 (14 of 1947), the Government of India through the Ministry of Labour, vide its Order No. **L-22012/88/2022-IR(CM-II)** dated 25.10.2022 has been pleased to refer the following dispute between the employer, that is the Management of Khottadih OCP under Pandaveswar Area of Eastern Coalfields Limited and their workman for adjudication by this Tribunal.

SCHEDULE

“ Whether the action of the management of Khottadih OCP, Pandaveswar Area, M/s. E.C.Ltd. in non-payment of arrear of wages and other consequential benefits such as q.m.b. Sunday, Holidays etc. for the period of service as executive Cadre reverted back to non-executive Cadre of Sri Nilendu Chatterjee is fair, legal and justified or not? If not, what relief the workman concerned is entitled to? ”

1. On receiving Order No. **L-22012/88/2022-IR(CM-II)** dated 25.10.2022 from the Government of India, Ministry of Labour, New Delhi for adjudication of the dispute, a Reference case was registered on 28.10.2022 and an order was passed for issuing notice to the parties through registered post, directing them to appear and submit their written statements along with relevant documents in support of their claims.

2. Mr. Chandi Banerjee, General Secretary, Colliery Mazdoor Union (INTUC) filed written statement on 16.01.2023 on behalf of the aggrieved workman Nilendu Chatterjee. The fact of the case disclosed in the written statement is that Nilendu Chatterjee, Foreman-in-charge (E&M), previously posted at Khottadih OCP under Pandaveswar Area of Eastern Coalfields Limited (hereinafter referred to as ECL) was promoted to the post of Subordinate Engineer (E&M) in the Executive Cadre E-1 on the basis of Office Order No. ECL/C-5(D)/Upgradation(E1)/E&M/EE/199 dated 03.02.2011 issued by Deputy General Manager (EE), ECL. Nilendu Chatterjee joined the post of Subordinate Engineer (E&M) on 20.05.2011 and after two after two and a half (2½) years on submission of representation along with others was reverted to his previous Non-Executive post of Foreman-in-charge (E&M) by order bearing No. ECL/C-5(D)/Order/Revert Back/E&M/EE/2499 dated 18.10.2013, on the ground that the concerned workman was suffering financial loss due to his posting in the Executive rank. The union cited the case of one Mr. Apurba Kumar Roy and Mr. Ushapati Samanta to whom the management had paid the difference of wages. It is urged that the status of the workman has changed by order issued by the Coal India Limited (hereinafter referred to as CIL) bearing No. CIL/C5A(iv)/B-303 dated 12.09.2013. The union accordingly prayed for payment of arrears of difference of wages between the post of Subordinate Engineer and Foreman-in-charge and payment of wages for Sunday and holiday and for Dearness Allowance with other consequential entitlements as deemed fit.

3. Management contested the case by filing written statement on 24.03.2023 refuting the claims of Sri Nilendu Chatterjee, U.M. No. 740181. The specific case of the management is that as per order of CIL, Subordinate Engineers were reverted to their Non-Executive Cadre and they were paid consequential benefits treating them as if they had been not been upgraded. In the same breath management made a contradictory statement in paragraph no. (3) of the written statement, raising objection against the claim for payment of arrear of difference of wages between Executive and Non-Executive post during the period he worked as Executive, as not maintainable. It is averred by the management that all the benefits, facilities of an Executive of CIL have been drawn by the workman and his fixation of pay according to National Coal Wage Agreement-IX (hereinafter referred to as NCWA-IX) has been allowed, granting increments and benefits of pay protection. Further contention of the management is that while working as an Executive, Nilendu Chatterjee has drawn salary of thirty (30) days in place of twenty-six (26) days payable to the non-executives. Management asserted that all the affected workmen appealed before the General Manager (EE) for payment of PRP (Performance Related Payment) in lieu of arrear / difference of wages for the period they worked in the Executive Cadre and the same is under consideration as per Office Memorandum No. CIL/GM (P)/B-163 dated 13.03.2018. According to the management Wage Board employees are deployed on Sundays and holidays as per quota / sanction, whereas the executives of the company work on Sundays and holidays without quota. Therefore, executives upon reversion to non-executives are not entitled to the wages of Sundays and holidays as they have already received their wages for Sundays and holidays and the same cannot be calculated as deemed deployment. Eventually, it is urged that the reference case filed by the union is harassing, vexatious, baseless and is liable to be dismissed.

4. The short point for consideration in this case is whether the management committed any illegality by not paying arrears of difference of wages in respect of Basic pay, Dearness Allowance, and wages for Sundays and holidays between Executive Cadre and Non-Executive Cadre for the period he served in the Executive Cadre i.e., from 20.05.2011 to 31.10.2013 and if he is entitled to any consequential benefit.

5. Nilendu Chatterjee filed his affidavit-in-chief and the union examined him as Workman Witness No. 1. The witness stated in his affidavit-in-chief that he was promoted to the post of Subordinate Engineer (E&M) vide Ref. No. ECL/C-5(D)/Upgradation(E1)/E&M/EE/925 dated 21.05.2011 as was posted at Pandaveswar Area. Thereafter, he was reverted in the Non-Executive Cadre vide order Ref. No. ECL/C-5(D)/Order/Revert Back/E&M/EE/2499 dated 18.10.2013, following which he joined as Foreman-in-charge on 01.11.2013. The witness stated that in the order of reversion it was clearly mentioned that upon reversion of the Subordinate Engineers to the Non-Executive Grade they would be treated as if they have not been upgraded and pay fixation would be done as per rule applicable to non-executives including benefits relating to increments provided in NCWA-IX. Similar cases of Mr. Apurba Kumar Roy and Mr. Ushapati Samanta have been referred. The workman witness further stated that the status of the workman has been changed by order dated 12.09.2013 and the workman should be paid the difference of Basic wages, wages for Sunday and holiday and other monetary benefits which has already been paid to five workers of Bankola Area with whom the management has executed a Memorandum of Settlement. In his evidence-in-chief witness stated that he joined the Executive Cadre in the month of May, 2011 and reverted to the Post of Non-Executive in November, 2013. Copy of the Office Order dated 18.10.2013 issued by the Senior Manager (Pers/EE), ECL regarding reversion has been admitted in evidence as Exhibit W-1 and a copy of the order dated 25/27.05.2016, whereby two employees were paid arrears of their difference of wages, has been marked as Exhibit W-2,

6. During cross-examination witness could not state the date he joined the post in Executive Cadre and when he was reverted. However, at the time of argument the date of joining to the promotional post was disclosed as 20.05.2011 and the date of reversion as 01.11.2013. Learned advocate for the management admitted the same and did not raise any objection, suggesting any alternative dates in respect of such events. It appears from his cross-examination by the management's advocate that as an Executive, Nilendu Chatterjee was required to perform duties on all days of the month including Sundays and holidays. It is admitted by management that as a non-executive the employee performed duties only on twenty-six (26) days in a month. He further stated that if any non-executive is deployed to work on holidays and Sundays, he would be entitled to payment for overtime work. Referring to the order of reversion, in his cross-examination the WW-1 stated that upon reversion to Non-Executive Cadre they would be treated as if they have not been upgraded and pay fixation would be done as per rule applicable to the non-executives, including benefits relating to NCWA-IX. The witness denied the suggestion put to him that he is not entitled to the difference of wage after reversion to Non-Executive Cadre.

7. Md. Suhail, Deputy Manager (Personnel) has been examined as Management Witness No. 1. He has filed his affidavit-in-chief where he admitted that Nilendu Chatterjee was promoted to the post of Subordinate Engineer (E&M) and thereafter reverted to the Non-Executive Cadre and pay fixation has been done with consequential benefits. The witness admitted that as per order of CIL, after reversion to the post of Non-Executive, the Subordinate Engineers are to be paid consequential benefits as if they have not been upgraded and pay fixation would be done as applicable for non-executives as per rules in NCWA-IX. The witness however denied that the workman after reversion is entitled to draw the difference of pay between Executive and Non-Executive post during the period he worked in Executive Post. The witness also deposed that the salary has been drawn by the concerned workman for thirty days while he was posted as Executive in place of twenty-six days which is payable to non-executive. It is averred that on reversion the workman is not entitled for the wages of Sundays and holidays.

8. In course of cross-examination the workman produced a copy of Office Memorandum dated 13.03.2018 passed by the General Manager (Personnel), where it is stated that the employees who were appointed to the Executive Cadre post and applied for reversion to the substantive post in Non-Executive Cadre has been allowed and their pay in Non-Executive Cadre has been refixed with effect from the date of reversion along with benefits relating to NCWA with increments due as per Rules. The same is marked as Exhibit M-1. Witness deposed that quarterly bonus is not a part of basic wages, it is a different component and denied that the employee is entitled to Quarterly Bonus, Yearly Bonus and Provident Fund deduction in respect of the difference of pay.

9. Mr. Chandi Banerjee, union representative in his short argument submitted that the facts relating to promotion and reversion of Nilendu Chatterjee is admitted. It is also admitted that management passed an order on 05.09.2013 to the effect that in furtherance of Office Order dated 31.05.2013 regarding exercise of irrevocable option by interested Subordinate Engineers for reversion to their substantive post in Non-Executive Grade, it is clarified that upon reversion of Subordinate Engineers to Non-Executive Grade, it will be treated as if they have not been upgraded, and pay fixation would be done as applicable for Non-Executives as per rules with benefits relating to NCWA-IX and increments due, as per rules. It is argued that the service of the workman would be considered as continuing in the Non-Executive Cadre and he would be entitled to all benefits including difference of wages for the period he served in the Executive Cadre and would also get the benefits of Quarterly and Annual Puja Bonus during the said period. Mr. Banerjee argued that till date the management has not paid any PRP in lieu of arrears. The workman cannot wait for indefinite period and urged that necessary order may be passed directing the management to pay the legal dues of the workman in respect of his pay from 20.05.2011 to 31.10.2013. During argument a copy of order bearing No. ECL/C-5 (D)/Upgradation(E1)/E&M/EE/ 199 dated 03.02.2011 regarding promotion to the post of Subordinate Engineer (E&M) on the basis of Office Order bearing No. CIL/C5A(i)/50254/Dip.Holder/E&M/435 dated 22.12.2010 has been admitted as Exhibit W-3.

10. Mr. Mani Padma Banerjee, learned advocate for the management of ECL principally admitted the entire claim as his position is guided by the order of reversion and subsequent clarification dated 05.09.2013. The only objection raised by the learned advocate for the management is that the workman is not entitled to payment of any difference of arrear for Sundays and holidays on account of the fact that a non-executive is employed for twenty-six days in a month except on the dates he was actually deployed. It is argued that while the workman was serving as an Executive, he received payment for thirty days a month. Therefore, he would not be entitled to any additional pay for Sundays and holidays.

11. I have considered the argument advanced by the union representative and learned advocate for the management in the light of fact and circumstances of the case and the relevant orders passed by the management of ECL. Admittedly, Nilendu Chatterjee was promoted to the post of Subordinate Engineer (E&M) and joined his promotional post on 20.05.2011 at Pandaveswar Area. Thereafter, on a representation made before the company on the ground of incurring financial loss as an Executive, a group reversion was made to the post of Foreman-in-charge (E&M). The workman joined the post of Foreman-in-charge (E&M) on 01.11.2013. In a clarification order bearing No. CIL/C5A(iv)/2637 dated 05.09.2013 issued by the General Manager (Personnel), CIL, it was ordered that upon reversion of Subordinate Engineers to their substantive post in the Non-Executive it will be treated as if they have not been upgraded, and pay fixation would be done as applicable to Non-Executives as per rules with benefits relating to NCWA-IX. There is no evidence to suggest that the payment of PRP has been made to the reverted employees. No argument has been advanced by the learned advocate for the management that PRP has been paid in lieu of arrears of difference of wages. I therefore, hold that the concerned employee is entitled to receive arrears of difference of wages in respect of Basic Pay and Dearness Allowance as a Non-Executive less the Basic Pay and Dearness Allowance already received by him as an Executive from 01.07.2011 to 31.10.2013 as per NCWA-IX and from 20.05.2011 to 30.06.2011 as per prevailing rates of NCWA-VIII. He is also entitled to Annual Puja Bonus and Quarterly Bonus for the period he was posted as an Executive. The concerned workman having received payment for Sundays and holidays as Executive would not be entitled to any additional payment of Sundays and holidays. It is not mandatory that a workman in Non-Executive Cadre would be deployed on all Sundays and holidays in the year nor are they entitled to any difference of pay for all Sundays and holidays.

12. In the instant case the workman has not been paid any Annual Puja Bonus or Quarterly Bonus during his posting in the Executive Cadre for the period from 20.05.2011 to 31.10.2013. I therefore, hold that Nilendu Chatterjee, U. M. No. 740181, who was posted at Pandaveswar Area on reversion and already superannuated from service is entitled to payment of arrears of difference of Basic Pay and Dearness Allowance from the management of ECL for the period from 20.05.2011 to 31.10.2013 while he was posted as a Subordinate Engineer (E&M) at Pandaveswar Area. He is also entitled to Quarterly Bonus and Annual Puja Bonus from the management of ECL for the same period. The management of the Management of Khottadih OCP under Pandaveswar Area of Eastern Coalfields Limited is directed to assess the dues payable to Nilendu Chatterjee within two (2) months from the date of communication of the Award and disburse the same without further delay.

Hence,

ORDERED

that the Industrial Dispute is allowed in part on contest against Khottadih OCP under Pandaveswar Area, Eastern Coalfields Limited. Nilendu Chatterjee U.M. No. 740181, Foreman-in-charge (E&M), who superannuated from service of Eastern Coalfields Limited is entitled to arrears of difference of Basic Pay and Dearness Allowance between the post of Foreman-in-charge (E&M) in Non-Executive Cadre and Subordinate Engineer (E&M) in Executive Cadre for the period from 20.05.2011 to 31.10.2013 and he is further entitled to Annual Puja Bonus and Quarterly Bonus for the said period. Management is directed to assess the above dues payable to the retired employee within two (2) months from the date of communication of this Award and disburse the same without further delay. Let an award be drawn up in light of my above findings. Let copies of the Award in duplicate be sent to the Ministry of Labour, Government of India, New Delhi for information and Notification.

ANANDA KUMAR MUKHERJEE, Presiding Officer

नई दिल्ली, 20 मई, 2026

का.आ. 1031.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार ई सी एल के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण - सह - श्रम न्यायालय, आसनसोल के पंचाट (संदर्भ संख्या -13/2024) को प्रकाशित करती है,

[सं.एल-22013/01/2026-आई.आर.(सी.एम-II)]

जयदीप यादव, उप निदेशक

New Delhi, the 20th May, 2026

S.O. 1031.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (**Reference. 13/2024**) of the **Central Government Industrial Tribunal-cum-Labour Court, Asansol** as shown in the Annexure, in the industrial dispute between the Management of **ECL** and their workmen,

[No. L-22013/01/2026 – IR (CM-II)]

JAIDEEP YADAV, Dy. Director

ANNEXURE

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

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

REFERENCE CASE NO. 13 OF 2024

PARTIES: Chetan Dan Darbar
Vs.
Management of ECL Headquarters, Sanctoria.

REPRESENTATIVES:

For the Union/Workman: None.
For the Management of ECL: Mr. Sayantan Mukherjee, Advocate.

INDUSTRY: COAL.
STATE: West Bengal.
Dated: 03.02.2026.

AWARD

In exercise of powers conferred under sub-section (5) of Section 12 read with sub-section (2A) of Section 10 of the Industrial Disputes Act, 1947 (14 of 1947), the Ministry of Labour, Government of India through the Office of the Chief Labour Commissioner (Central), New Delhi, vide its Order **No. 24(28)/2024-IR** dated 30.07.2024 has been pleased to refer the following dispute between the employer, that is the Management of Eastern Coalfields Limited Headquarters, Sanctoria and their workman for adjudication by this Tribunal.

SCHEDULE

“ 1. Whether the action of the management of Eastern Coal Ltd Hqr. in denying to pay increments for 2020 & 2021 and salary for the period from (i) 21.03.2020 to 04.07.2020 and (ii) from 13.07.2021 to 09.08.2021 (Covid-19 pandemic period) to Shri Chetan Dan Darbar, Telephone Lineman is legal & justified? If not, what relief the workman is entitled to?

2. Whether the action of the management of Eastern Coal Ltd Hqr. in denying to pay PPLB /PLRS to Shri Chetan Dan Darbar, Telephone Lineman is legal & justified? If not, what relief the workman is entitled to? ”

1. On receiving Order **No. 24(28)/2024-IR** dated 30.07.2024 from the Office of the Chief Labour Commissioner (Central), New Delhi, Ministry of Labour, Government of India, for adjudication of the dispute a Reference case was registered on 06.08.2024 and an order was passed for issuing Notice to the parties through registered post, directing them to appear and submit their written statements along with relevant documents in support of their claims.

2. Mr. Sayantan Mukherjee, learned advocate for the management of Eastern Coalfields Limited is present. The case is fixed up today for filing written statement by both parties. After registration of this case on 06.08.2024 Notice under registered post was issued to the General Secretary, Colliery Mazdoor Congress (HMS) on several occasions but neither the union nor Chetan Dan Darbar, the aggrieved workman appear before the Tribunal to file any written statement.

3. The case was fixed on 11.09.2024, 16.10.2024, 12.03.2025, 29.04.2025, 10.09.2025, 21.11.2025 and finally on 03.02.2026 for filing written statement by both parties. Concerned workman and the union are found nonchalant. They did not take steps, nor did they file any written statement disclosing the facts and circumstances under which the claim is made.

4. Workman is reluctant to appear before the Tribunal for substantiating his case. I find no justification in prolonging the matter in absence of workman as well as the union after reasonable opportunity has been provided. The Industrial Dispute is accordingly dismissed for non-prosecution.

Hence,

ORDERED

that the Industrial Dispute is dismissed for long and continuous absence for more than one (1) year. Let an Award be drawn up in the light of my above observation. Let copies of the Award in duplicate be sent to the Ministry of Labour and Employment, Government of India, New Delhi for information and Notification.

ANANDA KUMAR MUKHERJEE, Presiding Officer

नई दिल्ली, 20 मई, 2026

का.आ. 1032.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार ई सी एल के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण - सह - श्रम न्यायालय, आसनसोल के पंचाट(संदर्भ संख्या -08/2022) को प्रकाशित करती है,

[सं.एल-22012/24/2022-आई.आर.(सी.एम-II)]

जयदीप यादव, उप निदेशक

New Delhi, the 20th May, 2026

S.O. 1032.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (**Reference. 08/2022**) of the **Central Government Industrial Tribunal-cum-Labour Court, Asansol** as shown in the Annexure, in the industrial dispute between the Management of ECL and their workmen,

[No. L-22012/24/2022 – IR (CM-II)]

JAIDEEP YADAV, Dy. Director

ANNEXURE

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

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

REFERENCE CASE NO. 08 OF 2022

PARTIES: Ram Lalit Yadav

Vs.

Management of Sonepur Bazari Project, ECL

REPRESENTATIVES:

For the Union/Workman: Mr. Rakesh Kumar, President, Koyala Mazdoor Congress.
For the Management of ECL: Mr. P. K. Das, Advocate.

INDUSTRY: Coal.
STATE: West Bengal.
Dated: 04.02.2026

AWARD

In exercise of powers conferred under clause (d) of Sub-section (1) and Sub-section (2A) of Section 10 of the Industrial Disputes Act, 1947 (14 of 1947), the Government of India through the Ministry of Labour, vide its Order **No. L-22012/24/2022-IR(CM-II)** dated 22.03.2022 has been pleased to refer the following dispute between the employer, that is the Management of Sonepur Bazari Project under Sonepur Bazari Area of Eastern Coalfields Limited and their workman for adjudication by this Tribunal.

SCHEDULE

“Whether the demand raised by Union {Koyala Mazdoor Congress (HMS), Asansol} through the letter dated 21-03-2018 against the action of the management of Sonepur Bazari Area of M/s. E.C.Ltd for premature retirement from service in respect of Sri Ramlalit Yadav, Ex- E.P. Helper is legal, proper and justified. If yes, to what relief the workman is entitled to? ”

1. On receiving Order **No. L-22012/24/2022-IR(CM-II)** dated 22.03.2022 from the Government of India, Ministry of Labour, New Delhi for adjudication of the dispute, a Reference case was registered on 29.03.2022 / 01.07.2022 and an order was passed for issuing notice to the parties through registered post, directing them to appear and submit their written statements along with relevant documents in support of their claims and list of witnesses.

2. Ram Lalit Yadav filed written statement through Koyala Mazdoor Congress on 07.11.2022. In gist, the facts giving rise to this Industrial Dispute is that Ram Lalit Yadav was posted as Pit Clerk at Sonepur Bazari Area under Eastern Coalfields Limited (hereinafter referred to as ECL), bearing U.M. No. 660487. He was appointed at Madhujore Colliery under Kajora Area of ECL on 28.09.1981 and his date of birth at the time of his appointment was mentioned as twenty-three (23) years in 1981 in the letter issued by the employer. The workman joined his employment and his age was recorded as twenty-three (23) years in 1981 in the Form ‘B’ Register. The Form ‘B’ Register was in the custody of the management where his date of birth was recorded as 01.07.1958. From Central Kajora Colliery he was transferred to Sonepur Bazari Project under Sonepur Bazari Area on 05.11.2011. In the Last Pay Certificate (hereinafter referred to as LPC), issued from Madhujore Colliery, the date of birth of Ram Lalit Yadav was mentioned as 01.07.1958. Accordingly, his date of superannuation from service of ECL was 30.06.2018. The management of Sonepur Bazari Project in a premature manner superannuated Ram Lalit Yadav from service on 30.06.2017 in an illegal and premature manner about one (1) year prior to his actual date of superannuation. The grievance of the workman is that at the time of appointment in the year 1981 his age was recorded as twenty-three (23) years but the management superannuated him from service considering his age as twenty-three years in the year 1980, which is without any basis. Though the management treated the age of superannuation as 30.06.2017, the workman was allowed to continue in service till 13.07.2017, without payment of wages for the period from 01.07.2017 to 13.07.2017. Management suddenly stopped the service of Ram Lalit Yadav on 13.07.2017 without any Notice of superannuation which is usually issued six (6) months prior to the date of superannuation. The workman raised this Industrial Dispute praying for a direction that the date of birth of Ram Lalit Yadav, Clerk at Sonepur Bazari Project should be treated as 01.07.1958 as recorded in the LPC and other documents of the company and also pay his wages and consequential benefits like, Bonus, Quarterly Bonus, Sick Leave, difference of Leave Salary, Gratuity, Coal Mines Provident Fund, for the period from 01.07.2017 to 30.06.2018.

3. Management of ECL contested the case by filing written statement on 25.01.2023. The counter case of the management as disclosed in their written statement is that Ram Lalit Yadav was appointed at Madhujore Colliery under Kajora Area of ECL but no date of birth was mentioned in his letter of appointment. The main contention of the management is that the date of birth of the workman was recorded in the Form ‘B’ Register as twenty-three years as in 1980 but with ill intention the date of birth recorded in the Form ‘B’ was interpolated. Further contention of the management is that as per Implementation Instruction No. 76 (hereinafter referred to as I.I. No. 76) under National Coal Wage Agreement, the date of birth of the employee may be rectified according to the age disclosed in the Matriculation Certificate or through assessment of age by the Apex Medical Board if the employee raised any objection against the Service Record Excerpts (hereinafter referred to as SRE) issued in the year 1987. Management stated that the date of birth of Ram Lalit Yadav has been recorded in the SRE as twenty-three (23) years in the year 1980 and at the relevant time there was no interpolation. According to the records of the employees entered in the system of the company, the date of birth of Ram Lalit Yadav was mentioned as 01.07.1957 and the same was sent from the Unit, duly signed by the concerned employee. No representation was made against the date of birth by the workman during the tenure of his service. Only six months after his superannuation he raised this objection. According to the management the correct date of superannuation of Ram Lalit Yadav is 30.06.2017 and there is no scope for any alteration or modification of the date of birth. It is urged that the management is justified in superannuating the employee from service on the basis of his date of birth recorded in the SRE and Form ‘B’ Register. The management therefore prayed for dismissing the Reference Case.

4. The point for consideration in this case is whether Ram Lalit Yadav has suffered premature retirement from service of ECL and to what relief the workman is entitled to.

5. The aggrieved workman has been examined in this case as Workman Witness No. 1. He filed an affidavit-in-chief in support of his case. The basic claim made by him in this evidence is that he was appointed at Madhujore Colliery under ECL on 28.09.1981 when his date of birth was recorded as 23 years in 1981. He was transferred to Sonepur Bazari Project on 05.11.2011 and in the LPC his date of birth was recorded as 01.07.1958. The management of Sonepur Bazari Project recorded his date of birth in the Form 'B' Register as 01.07.1958 and his superannuation from service was due on 30.06.2018. It is claimed that in all records of the company such as Service Book, LPC, Identity Card and Form PS-3, the date of birth of Ram Lalit Yadav was recorded as 01.07.1958 (23 years as in 1981). The management allowed him to work up to 12.07.2017 and suddenly stopped him from working with effect from 13.07.2017. Notice of superannuation was not issued to him six months prior to his closure of service. The management did not pay him for the work done up to 12.07.2017 and superannuated him in premature manner, one (1) year prior to his actual date of superannuation. The workman claimed his wages up to 30.06.2018 along with consequential benefits. Workman Witness produced the following documents :

- (i) Copy of Identity Card issued from Kajora Area at the time of appointment of Ram Lalit Yadav, is produced as Exhibit W-1.
- (ii) Copy of Identity Card issued by Sonepur Bazari Project where the date of birth of Ram Lalit Yadav is recorded as 01.07.1958, as Exhibit W-2.
- (iii) Copy of the LPC issued by Central Kajora Colliery, wherein date of birth of Ram Lalit Yadav is recorded as 01.07.1958, as Exhibit W-3.
- (iv) Copy of the Coal Mines Provident Fund Form filled up by the Management, as Exhibit W-4.
- (v) Copy of the Form PS-3, as Exhibit W-5.
- (vi) Copy of Form for Pension contribution, filled up prior to retirement of Ram Lalit Yadav where his date of birth appears as 01.07.1958, as Exhibit W-6.
- (vii) Copy of the Notice of termination dated 13.07.2017 issued to Ram Lalit Yadav on the date of his superannuation, as Exhibit W-7.
- (viii) Copy of letter dated 08.03.2018 submitted by Ram Lalit Yadav requesting the General Manager, Sonepur Bazari Area to allow him to continue his service till his superannuation on 01.07.2018, as Exhibit W-8.
- (ix) Copy of Aadhaar Card, PAN Card, and Driving License of Ram Lalit Yadav, as Exhibits W-9, W-10, and W-11 respectively.
- (x) Copy of the Service Book Excerpt of Ram Lalit Yadav in which his date of retirement has been recorded as 01.07.2018, as Exhibit W-12.

6. In cross-examination the workman deposed that in the School Leaving Certificate his date of birth was recorded as 01.07.1958. He further stated that he has no Brith Registration Certificate. Witness denied the suggestion that in the Form 'B' Register in Madhujore Colliery his age was recorded as twenty-three years in the year 1980. The workman volunteered that his age was recorded as twenty-three (23) years in the year 1981. Witness also denied a suggestion that there has been interpolation in the Form 'B' Register whereby the year 1980 has been changed to 1981. He also denied that his age was recorded in the Service Record at Kajora Area as twenty-three years in the year 1980. It is further gathered from his testimony that in the Identity Card issued by Sonepur Bazari Project his date of birth was recorded as 01.07.1958. The witness is not a Matriculate and denied that his year of birth is not 1958.

7. Mr. Amit Kumar Gupta, Manager (Personnel), Sonepur Bazari Project has been examined as Management Witness No. 1. In his affidavit-in-chief the witness stated in paragraph no. (4) that in the Form 'B' Register date of birth has been recorded as 23 years in the year 1980 but interpolation has been made in respect of the year 1980. In paragraph no. (7) it is stated that the date of birth of the employee mentioned in the system's record as "0-7.1957" which was recorded on the basis of SRE. He further stated that the employee never made any representation before the management for rectification of his age during tenure of his service. It is claimed that the date of superannuation of the workman was 30.06.2017. It is urged that no Industrial Dispute existed and the reference case is liable to be dismissed. In support of their case management produced the following documents :

- (i) Copy of the Service Book of Ram Lalit Yadav is produced as Exhibit M-1).
- (ii) Copy of Service Record Excerpt of Ram Lalit Yadav, as Exhibit M-2.
- (iii) Copy of the Appointment letter of workman dated 20.07.1981, as Exhibit M-3.
- (iv) Copy of Form 'B' Register maintained at Madhujore Colliery, as Exhibit. M-4.

- (v) Copy of the LPC dated 29.11.2011, as Exhibit M-5.
- (vi) Copy of letter dated 14.09.2016 issued by the Area Personnel Manager, Sonapur Bazari Area enclosing list of employees superannuating in 2017-18, as Exhibit M-6.

8. In course of cross-examination witness deposed that the workman was appointed on 20.07.1981 and the date of birth of Ram Lalit Yadav was recorded as twenty-three (23) years on the date of appointment. The witness also gave out that the date of birth of the workman recorded in the place of transfer was not on the basis of date of birth recorded in the LPC. The witness stated that he did not submit the Form 'B' Register in respect of Sonapur Bazari Project. It is admitted that no prior Notice of superannuation was issued to Ram Lalit Yadav from Sonapur Bazari Project. It transpires from his testimony that Notice of termination was issued to Ram Lalit Yadav on 13.07.2017, informing that his date of superannuation was on the same date. The management witness in an unguarded moment admitted that the age of the workman was mentioned in his letter of appointment as twenty-three (23) years on 20.07.1981 is correct. He also stated that the age of the workman recorded in the Form 'B' of Madhujore Colliery and SRE of Kajora Area have been considered by the management. In course of cross-examination the witness conceded that in the Form 'B' Register of Sonapur Bazari Area the date of birth of Ram Lalit Yadav was recorded as 01.07.1958. Copy of the same is produced as Exhibit M-7. The witness however denied that the workman has superannuated in a premature and illegal manner or his age recorded in the Form 'B' Register was not considered for superannuation. The management witness disclosed that he is not aware if wages for the period from 01.07.2017 to 13.07.2017 have been paid to the workman.

9. Mr. Rakesh Kumar, union representative, arguing the case for the aggrieved workman referred to various documents starting from the appointment letter dated 20.07.1981 (Exhibit M-3) produced by the management and submitted that at the time of appointment the age of Ram Lalit Yadav was recorded as twenty-three (23) years in the year 1981. His date of birth and date of superannuation have been consistently recorded in the Service Book (Exhibit W-12/M-1). In the Identity Card issued from Kajora Area (Exhibit W-1), and Identity Card issued by Sonapur Bazari Project (Exhibit W-2) his date of birth (age) has been recorded as 01.07.1958. On his transfer to Sonapur Bazari Project, in Column No. 4 of Form 'B' (Exhibit M-7) his date of birth was again recorded as 01.07.1958. In the declaration form for Coal Mines Provident Fund (Exhibit W-4) his year of birth was recorded as 1958 and in Form PS-3 (Exhibit W-5) his date of birth was recorded as 01.07.1958. Mr. Kumar referred to the LPC dated 29.11.2011 (Exhibit M-5) issued by management of Central Kajora Colliery where in Column No. (6) the date of birth of the workman was recorded as 01.07.1958. It is argued that the actual Form 'B' Register has not been produced by the management of ECL, knowing fully well that the date of birth of Ram Lalit Yadav is recorded as 01.07.1958. To suit its purpose the management has produced the Service Record Excerpt of the employee where his date of birth has been recorded as twenty-three (23) years in the year 1980. The union representative heavily relied upon Exhibit M-7, Form-B of Sonapur Bazari Project, where the age of the workman has been recorded in Column No. 4 as 01.07.1958. It is argued that no Notice of superannuation was served upon the workman and his employment was abruptly discontinued on the basis of a Notice dated 13.07.2017 (Exhibit W-7), describing it as a Termination Notice. Union representative urged that the service of the workman has been reduced by premature superannuation due to arbitrary and illegal act of the management and the workman is entitled to payment of wages from 01.07.2017 to 30.06.2018 along with consequential benefits like, Bonus, Quarterly Bonus, Sick Leave, EL, difference amount on account of Gratuity, Coal Mines Provident Fund, and Pension.

10. Mr. P. K. Das, learned advocate, arguing the case for the management of ECL submitted that the age of Ram Lalit Yadav was recorded as twenty-three (23) years on 1980 in the Service Record of ECL which is supported by SRE (Exhibit M-2). It is contended that the entries in the Form 'B' Register relating to the age of workman was twenty-three (23) years in 1980 but it was interpolated and the digit '80' was converted to '81'. Mr. Das further relied upon Exhibit M-6, which is a letter dated 14.09.2016 wherein the Area Personnel Manager, Sonapur Bazari Area issued a letter to the Manager (Personnel), Sonapur Bazari Project, enclosing a list of employees where date of birth of Ram Lalit Yadav was recorded as 1957. In the letter it was requested that other record like Form 'B' Register, Service Record of the employees may be verified with the list but no representation was received from the workman seeking rectification of his date of birth. Mr. Das submitted that after superannuation of the employee he cannot raise dispute regarding his date of birth and the reference case is liable to be dismissed.

11. I have carefully considered the facts of the case, evidence on record and respective arguments of union and management of ECL regarding the dispute of age and consequent superannuation of Ram Lalit Yadav from service. It transpires from the evidence on record that Ram Lalit Yadav was offered appointment in terms of letter dated 20.07.1981 (Exhibit M-3). In that document the age of Ram Lalit Yadav was recorded as twenty-three (23) years. It can be assumed from a clear reading of the letter that Ram Lalit Yadav was twenty-three (23) years of age in July, 1981. There is no material before this Tribunal to hold that the workman was 23 years in July, 1980, especially due to the fact that he was not offered appointment in the year 1980. In the Identity Card issued by the management of Kajora Area (Exhibit W-1) it appears that the workman was appointed on 28.09.1981 and his date of birth was recorded as twenty-three (23) years as in 1981. In another Identity Card issued from Sonapur Bazari Project (Exhibit W-2) the date of birth of the workman has been consistently recorded as 01.07.1958. The next important document produced is the Service Book (Exhibit W-12 / M-1) where the date of retirement of the workman has been recorded as

01.07.2018 which clearly indicate that his date of birth has been accepted and recognised by the employer company as 01.07.1958 and he would accordingly attain sixty (60) years of age on 30.06.2018. The management of ECL transferred the workman from Central Kajora Colliery to Sonepur Bazari Project and issued a LPC on 29.11.2011 (Exhibit M-5). The date of birth of the workman in the LPC has been recorded as 01.07.1958. There is no interpolation in the date of birth of the workman recorded in the LPC. It is therefore just and appropriate for the management to record the date of birth of the workman in his place of transfer as 01.07.1958 on the basis of LPC and not in any different or contrary manner. The original Form 'B' of Madhujore Colliery has not been produced by the management. Exhibit M-4 is a copy of the same which was in the custody of the management. Therefore, the alleged interpolation of year of birth of the employee and its conversion in favour of the workman is neither found reliable nor acceptable. It is conspicuous from Exhibit M-7, a Form 'B' of Sonepur Bazari Area, produced by the management, that his date of birth has been recorded as 01.07.1958. The Form 'B' of Sonepur Bazari Area is a later document where the date of birth has been recorded as 01.07.1958, as claimed by the workman. The management is therefore not justified in denying the correctness of his date of birth recorded as 01.07.1958 in the Form 'B' Register verified by its three officials i.e., Register Keeper, Welfare Officer and Manager. It is not the case of the management that the error in the date of birth of Ram Lalit Yadav was discovered at a later stage due to which he had to be superannuated abruptly by way of termination. The contrary case of the management is that at the initial stage his age was recorded as twenty-three (23) years in the year 1980 and consistently his date of birth was considered as 01.07.1957. This claim of the management is unacceptable due to presence of copious documents which establish that the age of the workman was twenty-three (23) years in the year 1981. It is therefore crystal clear that the management has terminated the workman in a premature, illegal and arbitrary manner on the basis of letter dated 13.07.2017 (Exhibit W-7) with immediate effect. Such termination is not consistent with the actual date of birth which is 01.07.1958. The workman had the right to be in service up to 30.06.2018. Therefore, management of ECL is duty bound to compensate the workman by paying him an amount equivalent to his wages from 01.07.2017 to 30.06.2018 along with Quarterly and Annual Bonus and other consequential benefits which he would have been entitled to receive if he was not illegally terminated from service in a premature manner on 13.07.2017. The Industrial Dispute is therefore allowed on contest.

Hence,

ORDERED

that the Industrial Dispute is allowed on contest in favour of Ram Lalit Yadav. The management of Sonepur Bazari Project under Sonepur Bazari Area of Eastern Coalfields Limited is directed to pay compensation to Ram Lalit Yadav equivalent to the wages for the period from 01.07.2017 to 30.06.2018 along with other consequential benefits including Quarterly and Annual Bonus and other consequential benefits which he would have been entitled to receive if he had not been illegally terminated from service in a premature manner on 13.07.2017. Management is directed to pay the compensation amount and other dues to the workman within three (3) months from the date of communication of the Award. Let an award be drawn up in light of my above findings. Let copies of the Award in duplicate be sent to the Ministry of Labour, Government of India, New Delhi for information and Notification.

ANANDA KUMAR MUKHERJEE, Presiding Officer

नई दिल्ली, 20 मई, 2026

का.आ. 1033.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार ई सी एल के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण - सह - श्रम न्यायालय, आसनसोल के पंचाट (संदर्भ संख्या -38/2022) को प्रकाशित करती है,

[सं.एल-22012/72/2022-आई.आर.(सी.एम-II)]

जयदीप यादव, उप निदेशक

New Delhi, the 20th May, 2026

S.O. 1033.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (**Reference. 38/2022**) of the **Central Government Industrial Tribunal-cum-Labour Court, Asansol** as shown in the Annexure, in the industrial dispute between the Management of ECL and their workmen,

[No. L-22012/72/2022 – IR (CM-II)]

JAIDEEP YADAV, Dy. Director

ANNEXURE

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

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

REFERENCE CASE NO. 38 OF 2022

PARTIES: Madan Bouri
(represented by Koyala Mazdoor Congress)

Vs.

Management of Chora Block Incline, Kenda Area of M/s. ECL

REPRESENTATIVES:

For the Workman: Mr. Rakesh Kumar, President, Koyala Mazdoor Congress
For the Management of ECL: Mr. P.K. Das, Advocate

INDUSTRY: Coal.

STATE: West Bengal.

Dated: 13.02.2026

AWARD

The Government of India 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), vide its Order **No. L-22012/72/2022-IR(CM-II)** dated 03.08.2022 through the Ministry of Labour has referred the following dispute between the employer, that is the Management of Chora Block Incline, Kenda Area of M/s. Eastern Coalfields Limited (hereinafter referred as ECL) and their workman for adjudication by this Tribunal.

SCHEDULE

“ Whether the action of the management of Chora Block Incline, Kenda Area, M/s. E.C. Ltd. for dismissal from service to Sri Madan Bouri, U.G. Loader vide letter No. Pers/KMD/115/1283 dated 24.07.2010(copy enclosed) is proper, legal and justified? If not, what relief the workman concerned is entitled to? ”.

1. On receiving Order **No. L-22012/72/2022-IR(CM-II)** dated **03.08.2022** from the Government of India, Ministry of Labour, New Delhi for adjudication of the dispute, a **Reference case No. 38 of 2022** was registered on 10.08.2022 and an order was passed for issuing notice to the parties through registered post, directing them to appear and submit their written statements along with relevant documents in support of their claims and a list of witnesses.

2. The President, Koyala Mazdoor Congress filed written statement on behalf of Madan Bouri on 30.01.2023. Fact of the case disclosed in the written statement of the union is that Madan Bouri was employed as UG loader bearing UM No. – 113876 and was a permanent employee of ECL posted at Chora Block Incline, Kenda Area. Due to his unauthorized absence for more than ten days and habitual absence from duty, the management issued a chargesheet No. ECL/CBI/9/381 dated 05.02.2009. The charge levelled against him that he absented from his duty from 17.04.2008 to 05.02.2009 and was a habitual absentee during previous years. Madan Bouri replied to the chargesheet and also submitted documents relating to his treatment during the period of his absence. Further case of the workman is that due to sudden death of his son, he was mentally shocked and fell ill at his native place where he was medically treated by doctors of Purulia Sadar Hospital. Wife of employee informed management of ECL about illness of his husband. The management without accommodating the workman appointed an Enquiry Officer and initiated a domestic enquiry against Madan Bouri. The workman participated in the enquiry and produced documents relating to his medical treatment. The Enquiry Officer considered the reason of his absence which was both due to death of his son as well as mental illness arising out of such family calamity. Management representative did not adduce any evidence in support of the alleged habitual absence. On the basis of recommendation of the Colliery management, the General Manager of Area approved the proposal of dismissal of the workman w.e.f. 24.07.2010. Madan Bouri submitted a mercy appeal before the Competent Authority on 02.09.2010 and also submitted application for his reinstatement in terms of Memorandum of Settlement dated 22.05.2007. It is alleged that mercy appeal was not considered by the management.

3. According to the union, the punishment of dismissal imposed on the workman is harsh, extreme and disproportionate. It is claimed that the age of Madan Bouri was 22 years on 25.06.2003 and he has good number of years left for employment. Union prayed for setting aside the order of dismissal on the ground that it is harsh, illegal and unjustified and reinstatement of workman along with payment of full back wages.

4. Management contested the case by filing written statement on 17.05.2023. It is claimed that Industrial Dispute has been raised eleven years after the order of dismissal and the same is stale and not maintainable. According to the management, the ex-employee remained absent from 17.08.2008 without any sufficient reason. Accordingly, a disciplinary proceeding was initiated against him by way of issuing chargesheet under clause 26(23) and 26(29) of the Certified Standing Order of the company. An enquiry was held after due compliance of the principles of natural justice. The workman attended the enquiry to represent his case and was allowed to seek assistance of co-worker. In course of enquiry, the workman admitted the alleged charge framed against him. A second Show Cause Notice was issued to employee under Ref. No. Pers/KND/115/179 dated 29.01.2010 issued by the General Manager, Kenda Area. The disciplinary authority after considering the facts and circumstances and findings of the Enquiry Officer dismissed the workman from his service by General Manager, Kenda Area through order bearing Ref. no: Pers/KND/115/1283 dated 24.07.2010. Management further asserted that the attendance of the workman for the year 2005 was Nil, one day in 2006, Nil in 2007, 31 days in 2008 and Nil in 2009. Management claimed that the order of dismissal issued against the workman is fair and appropriate and prayed for dismissal of Industrial Dispute.

5. The central issue for adjudication in this case is whether the action of the management in dismissing Madan Bouri from service is proper and justified. If not, what relief the workman is entitled to.

6. In order to prove his case, Madan Bouri examined himself as WW-1. He has filed an affidavit-in-chief admitting that he was unable to attend his duty from 17.04.2008 but went further to state that the same was due to his illness and after his recovery he reported for duty at the Colliery but the management issued chargesheet against him on 05.02.2009. He further stated that his son was severely ill during the relevant time and on his sudden death he was shocked and became mentally ill. The witness stated that he was under the treatment of doctor at Purulia. Information was sent to Colliery through his wife. The workman participated in the enquiry and produced treatment papers but the management without considering the same dismissed him from service in a harsh manner. The witness stated that his absence was unintentional and due to his illness, which was beyond his control. In 2025, the workman claimed to be 43 years of age and that he had several years left in service.

During examination-in-chief, the witness produced the following documents:

- (i) Copy of chargesheet dated 05.02.2009 is produced as Exhibit W-1.
- (ii) Copy of Enquiry Proceedings and findings is produced as Exhibit W-2.
- (iii) Copy of order of dismissal dated 24.07.2010 is produced as Exhibit W-3.
- (iv) Copy of appeal for reinstatement dated 02.09.2010 is produced as Exhibit W-4.
- (v) Copy of letter of union dated 23.06.2016 for allowing workman to join duty is produced as Exhibit W-5.
- (vi) Copy of mercy appeal dated 03.02.2021 is produced as Exhibit W-6.
- (vii) Copy of mercy appeal dated 04.06.2021 is produced as Exhibit W-7.
- (viii) Copy of appointment letter dated 31.08.2020 is produced as Exhibit W-8.

In course of cross-examination, the witness deposed that he was suffering from mental illness which he had mentioned in his reply against the chargesheet. It transpires from his evidence that he was suffering from mental illness due to the death of his son. The witness also deposed that he had applied for his transfer as his place was far away from his native place. The witness denied that he did not work for a single day in the year 2005 or that he worked for only one day in the year 2006 or his attendance in the year 2007 was nil or that he attended work for only thirty-one days in the year 2008 or that he did not attend work for a single day in 2009. Witness admitted in the cross-examination that the management stopped his increments on two occasions and issued two warnings letters against him. It is gathered from his cross-examination that he is working in a Brick Kiln as daily labour earning wages of Rs. 250-300 per day for his livelihood.

7. Management examined Shri Ranjit Kumar as MW-1. He filed an affidavit-in-chief, reiterating the case of the management. In course of his examination-in-chief, the management witness produced the following documents:

- (i) Copy of chargesheet dated 05.02.2009 is produced as Exhibit M-1.
- (ii) Copy reply submitted to the chargesheet by the workman is produced as Exhibit M-2.
- (iii) Copy of Enquiry Proceedings along with findings is produced as Exhibit M-3.

- (iv) Copy of second Show Cause Notice dated 29.01.2010 is produced as Exhibit M-4.
- (v) Copy of Notesheet dated 07.05.2010 issued by PM(I/C), Kenda Area is produced as Exhibit M-5.
- (vi) Copy of order of dismissal dated 24.07.2010 is produced as Exhibit M-6.

In course of his cross-examination, the management witness deposed that he was unable to produce any acknowledgement to show that second Show Cause Notice was served upon the workman. The witness denied that the competent authority committed any illegality by not adopting proposal of the Agent, Chora Block Incline recommending a punishment of stoppage of one SPRA and transfer of the workman to some other place. The management witness was unable to state if the management of ECL received the mercy petition (Exhibit W-6). It is denied by MW-1 that management acted in an arbitrary manner by not considering the mercy petition or that management acted contradictory to the terms of the Memorandum of Settlement dated 22.05.2007.

8. Mr. Rakesh Kumar advancing his arguments for the dismissed workman submitted that the workman had remained absent for only eight months which was due to the sudden death of his son followed by his mental illness. The workman after receiving the chargesheet participated in the enquiry where he produced medical certificate issued by Dr. D.P. Roy Choudhary, Neuropsychiatrist of Purulia Sadar Hospital bearing Registration No. 401571. The Enquiry Officer had the opportunity of examining the medical certificate which disclosed that Madan Bouri was under treatment of the doctor from 22.04.2008 till 15.12.2009 and he was declared fit for duty from 16.12.2009. The workman also produced five receipts through post under which intimations were sent to the management. Mr. Kumar referring to Exhibit W-2 (Enquiry Proceedings and findings) argued that the Enquiry Officer was convinced that the workman was unable to attend his work due to his illness arising out of the death of his son. Finally the Enquiry Officer in his report (Exhibit M-3) observed that the charge levelled against the workman under clause 26.23 and 26.29 of the Certified Standing Order were established. After submission of the chargesheet, a notesheet was initiated (Exhibit M-5). In the notesheet, it was proposed that the Agent, Chora Block Incline had recommended to allow the workman to continue with a stoppage of one SPRA and transfer to some outside place. Mr. Kumar argued that management without any proof of serving second Show Cause Notice and without considering the actual reason for absence of workman has acted in a harsh and arbitrary manner by dismissing him from service. It is submitted that the workman is below the age of forty-five years and according to the Memorandum of Settlement dated 22.05.2007, he should be reinstated in service as the period of his absence was less than nine months. Regarding his previous absence, the union representative pointed out that none of the Management Representative/ Management Witness adduced any evidence before the Enquiry Officer regarding his alleged habitual absence from duty which WW-1 has denied.

9. Mr. P.K. Das, learned advocate for the management of ECL in his reply argued that the workman is a habitual absentee and he had only served for thirty-two days in three years from 2006 to 2008. Learned advocate fairly admitted that no such evidence was adduced during Enquiry Proceedings. However, the unauthorized absence of the workman has been established and the punishment of dismissal is appropriate and commensurate with the irresponsible conduct of the workman. It is urged that there is no merit in the Industrial Dispute and the same is liable to be dismissed.

10. I have considered the facts and circumstances of the case narrated in the pleadings of the parties, evidence adduced and the arguments advanced in support of their contention. The workman after receiving the chargesheet (Exhibit W-1/Exhibit M-1) has participated in the Enquiry. The charge was levelled for unauthorized absence beyond ten days without sanctioned leave or without sufficient cause or habitual absence from duty. The period of absence was from 17.04.2008 to 05.02.2009 which is a period of 9 months and 19 days. The management representative Mr. S.A. Yadav, Personnel Manager during the enquiry deposed that Madan Bouri had been absent since 17.04.2008 without permission and regarding the past absence, he stated that due to similar misconduct, he was awarded punishment for the habitual absence. The Management Representative did not state the extent of habitual absence on prior occasions. Madan Bouri adduced evidence during the departmental proceeding. He produced treatment papers issued by Dr. D.P. Roy Choudhary, Neuropsychiatrist of Purulia Sadar Hospital. In cross-examination, the workman deposed that his relative took him to the doctor at the hospital. It further appears that due to his mental disturbance, he was unable to attend his duty. Witness clearly stated that his wife informed the Colliery office of his absence which is not denied by the management. It transpires from the Enquiry Proceedings that the witness stated about the sudden death of his son and no cross-examination was made regarding the date of death of his son.

11. From the materials on record, it is evident that the workman proved before the management that he had suffered a family calamity due to which he turned a mental patient and received treatment at a state-run hospital at Purulia. His wife informed the Colliery management. The management after completing the enquiry issued a notesheet proposing a lighter punishment, by stoppage of one SPRA and his transfer. The notesheet issued by the Personnel Manager, Kenda Area (Exhibit M-5) was considered by the General Manager, Kenda Area on 18.05.2010 who simply endorsed his decision to dismiss through such proposal without recording any reasons. On close scrutiny of the order of dismissal, it appears that the General Manager failed to appreciate the fact that the concerned workman was unable to attend his duty due to a death of his son followed by his mental illness. Despite the fact that no evidence relating to his past absence was adduced during enquiry, the competent authority observed that "We have

looked into your past record of service with us with a view to find if there are any extenuating circumstances. We regret to find there are none. The order of dismissal did not disclose whether the charge of habitual absence stood proved or not. The management of ECL has failed to take into consideration the circumstances under which the workman was prevented from attending his duty. I hold that the order of dismissal has been passed without taking into account the mitigating circumstances. The decision of dismissing the workman has been adopted in a stereotype manner without proper application of mind. Therefore, I find that order of dismissal issued against Madan Bouri appears to be harsh, extreme and disproportionate to the nature of misconduct. The order dated 24.07.2010 issued by the General Manager, Kenda Area dismissing the workman from service is found arbitrary and illegal and the same is set aside. The concerned workman has been left without any proper employment since 24.07.2010 and the same amounts to sufficient punishment for the nature of wrong committed by him.

12. The management shall reinstate the workman in the service of ECL within two months from the date of communication of this Award. The union has claimed back wages and other consequential benefits. So far as continuity of service is concerned, the same shall be maintained without any break. It is gathered from the cross-examination of the workman that during the period of dismissal of his service, he was working as a daily labour earning wages of Rs. 250-300 per day. Under such circumstances, I am not inclined to allow any back wages to the workman during the period of his removal from service. He shall be entitled to his usual service benefits and current remuneration on his reinstatement in service within two month, in default he shall be entitled to his wages.

Hence,

ORDERED

The Industrial Dispute is allowed on contest in part against the management of ECL. The order of dismissal bearing Ref no: Pers/KND/115/1283 dated 24.07.2010 issued by the General Manager, Kenda Area is set aside. MadanBouri be reinstated in his service within two months from the date of communication of this Award. He shall not be entitled to any back wages during the period of his non employment. Let an Award be drawn up on basis of my above discussion. Let copies of the Award in duplicate be sent to the Ministry of Labour, Government of India, New Delhi for information and Notification.

ANANDA KUMAR MUKHERJEE, Presiding Officer,

नई दिल्ली, 20 मई, 2026

का.आ. 1034.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार ई सी एल के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण - सह - श्रम न्यायालय, आसनसोल के पंचाट(संदर्भ संख्या -12/2025) को प्रकाशित करती है,

[सं.एल-22013/01/2026-आई.आर.(सी.एम-II)]

जयदीप यादव, उप निदेशक

New Delhi, the 20th May, 2026

S.O. 1034.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (**Reference.12/2025**) of the **Central Government Industrial Tribunal-cum-Labour Court, Asansol** as shown in the Annexure, in the industrial dispute between the Management of ECL and their workmen,

[No. L-22013/01/2026 – IR (CM-II)]

JAIDEEP YADAV, Dy. Director

ANNEXURE

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

ASANSOL.

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

REFERENCE CASE NO. 12 OF 2025**PARTIES:**

Gautam Kumar Singh
(dependent son of late Sasanka Singh)

Vs.

Management of Ningha Group of Mines, ECL

REPRESENTATIVES:

For the Workman: Mr. Rakesh Kumar, President, Koyala Mazdoor Congress.

For the Management of ECL: Mr. Prakash Yadav, Advocate.

INDUSTRY: Coal.

STATE: West Bengal.

Dated: 03.02.2026

AWARD

In exercise of powers conferred under sub-Section (5) of Section 12 read with sub-Section (2A) of Section 10 of the Industrial Disputes Act, 1947 (14 of 1947), the Ministry of Labour, Government of India through the Office of the Deputy Chief Labour Commissioner (Central), Asansol, vide its Order **No. 1(35)/2024/E** dated 20.08.2025 has been pleased to refer the following dispute between the employer, that is the Management of Ningha Colliery of ECL and their workman for adjudication by this Tribunal.

SCHEDULE

“ Whether the action of the Management of M/s E.C.L. in denying employment of MMCC to one dependent of Late Sasanka Singh, Ex-CCM Driver of Sripur Colliery under Ningha Group of Mines of M/s ECL is just and legal ? If not, to what relief the concerned dependent of the deceased is entitled to? ”.

1. On receiving Order **No. 1(35)/2024/E** dated 20.08.2025 from the Office of the Deputy Chief Labour Commissioner (Central), Asansol, Ministry of Labour, Government of India, for adjudication of the dispute a Reference case was registered on 27.08.2025 and an order was passed for issuing notice to the parties through registered post, directing them to appear and submit their written statements along with relevant documents in support of their claims.
2. Koyala Mazdoor Congress filed statement of claim on 03.12.2025 wherein it is averred that Sasanka Singh was employed as a driver at Sripur Colliery under Sripur-Satgram Area of M/s. ECL. He died in harness on 05.10.1992. According to NCWA, one dependent of the deceased employee is entitled to get employment and the wife of the deceased employee is entitled to receive Monthly Monetary Cash Compensation (MMCC). Initially the wife of Sasanka Singh applied for providing employment to Uttam Kumar Singh. Management of the Colliery processed the proposal for employment. Screening of documents and medical examination of dependents were held. Uttam Kumar Singh was found medically unfit but the IME report was not supplied to him.
3. On the advice of the management, the wife nominated Goutam Kumar Singh, the younger son for his employment as a dependent of the deceased employee. Necessary documents were also submitted. Management held screening of Goutam Kumar Singh and he was referred for his medical examination by the IME Board. It was found that on the date of death of Sasanka Singh, Goutam Kumar Singh was less than 15 years of age due to which the management regretted his claim for employment. No MMCC was paid to the wife of the deceased. Union claimed that Goutam Kumar Singh was 18 years of age on the date of death of his father. With an object to debar the dependent son from getting the benefit of employment, management turned down the plea on the pretext that Goutam Kumar Singh was below 15 years of age. It is claimed that management should be directed to grant employment to Goutam Kumar Singh, dependent son of Sasanka Singh and till such employment is given, the wife should be paid monetary compensation till she is 60 years of age.
4. Management of ECL refuted the claim by filing written statement on 03.12.2025. It is admitted that Sasanka Singh was an employee of ECL and he expired in harness on 05.10.1992. After his death, his elder son Uttam Kumar Singh applied for employment but he was found medically unfit. Twelve years after death of the employee, Goutam Kumar Singh the son applied for employment on 23.11.2024 but the same was not considered as Goutam Kumar Singh was 8 years of age on 01.04.1987 and by way of calculation on the basis of his age recorded in SRE of the deceased employee, the age of younger son was only 13 years and 6 months on 05.10.1992. Management contended that at the time of death of employee, NCWA-V was in force from 01.07.1991 to 30.06.1996. According to the provisions of clause 9.5.0 (iii) of NCWA-V, if the male dependent of the concerned workman is 15 years of age at the time of death, he will be kept in the live roster and would be provided employment commensurate with his skill and qualifications when he attains the age of 18 years. Management further averred that MMCC can only be claimed by the wife of the deceased employee and in the instant case, Kalpana Singh, wife of Late Sasanka Singh expired on

12.08.2021 and his family members cannot claim monetary compensation. It is urged that the Industrial Dispute has no merit and is liable to be dismissed.

5. On 09.01.2026, a direction was issued to the Dy. CLC (C), Asansol for holding talks for settlement in a dispute which has been raised thirty years after the death of the employee. The case has been taken up today on 03.02.2026 for final disposal. The union has adduced no evidence in this case. The management of Ningha Colliery, ECL submitted a report along with some documents. Heard arguments advanced by learned advocate for the management and union representative. Considered the facts and circumstances and the documents filed. No evidence has been adduced by any of the parties. No settlement could be reached. Admittedly, this dispute has been raised after a long delay of 33 years. I find from the Service Record Excerpt of Sasanka Singh dated 24.04.1987 that Goutam Kumar Singh, his youngest son was 8 years of age on 01.04.1987. Therefore, he does not fulfill the requirement laid down in the clause 9.5.0 (iii) of NCWA-V for maintaining his name in the live roster. When the service record of the employee clearly establish the age of son, reliance can certainly be placed upon the service record of the employee. Therefore, I find and hold that Goutam Kumar Singh was below the age of 15 years on the date of death of his father in the year 1992 and his name could not have been maintained in the live roster for providing employment on attaining majority. The documents further reveal that Uttam Kumar Singh, son of late Sasanka Singh died on 22.03.2003. In the written statement filed by the management, it is clearly stated that Kalpana Singh, wife of deceased employee died on 12.08.2021. Therefore, there is no justification for the union to pray for payment of MMCC to the dependent, when such female dependent has already passed away prior to filing of the case. It further needs to be mentioned that this case has been initiated after a prolonged delay and the Industrial Dispute has already become stale. In view of my above findings, I find that the Industrial Dispute has no merit and the same is dismissed on contest.

Hence,

ORDERED

The Industrial Dispute is dismissed on contest. The dependent son of the deceased employee is not entitled to any relief. Let an Award be drawn up in light of my above findings. Let copies of the Award in duplicate be sent to the Ministry of Labour, Government of India, New Delhi for information and Notification.

ANANDA KUMAR MUKHERJEE, Presiding Officer

नई दिल्ली, 20 मई, 2026

का.आ. 1035.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार ई सी एल के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण - सह - श्रम न्यायालय, आसनसोल के पंचाट (संदर्भ संख्या -19/2019) को प्रकाशित करती है,

[सं.एल-22012/28/2019-आई.आर.(सी.एम-II)]

जयदीप यादव, उप निदेशक

New Delhi, the 20th May, 2026

S.O. 1035.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (**Reference.19/2019**) of the **Central Government Industrial Tribunal-cum-Labour Court, Asansol** as shown in the Annexure, in the industrial dispute between the Management of **ECL** and their workmen,

[No. L-22012/28/2019 – IR (CM-II)]

JAIDEEP YADAV, Dy. Director

ANNEXURE

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

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

REFERENCE CASE NO. 19 OF 2019

PARTIES: Ram Naresh Paswan
(dependent son of Late Binu Paswan)
Vs.
Management of Kendra Colliery, ECL

REPRESENTATIVES:

For the Union/Workman: Mr. Milan Kumar Bandyopadhyay, Advocate.

For the Management of ECL: Mr. P. K. Das, Advocate.

INDUSTRY: Coal.

STATE: West Bengal.

Dated: 02.02.2026

AWARD

In exercise of powers conferred under clause (d) of Sub-section (1) and Sub-section (2A) of Section 10 of the Industrial Disputes Act, 1947 (14 of 1947), the Government of India through the Ministry of Labour, vide its Order **No. L-22012/28/2019-IR(CM-II)** dated 05.03.2019 has been pleased to refer the following dispute between the employer, that is the Management of Kendra Colliery under Pandaveswar Area of Eastern Coalfields Limited and their workman for adjudication by this Tribunal.

SCHEDULE

“ 1. Whether the action of the management of M/s Eastern Coalfields Ltd. in dismissing Shri Binu Paswan, Ex-onsetter of Kendra Colliery of Eastern Coalfields Ltd., whose last working day was 11.6.1994 being Sunday on 12.6.1994 and who was on leave from 13.6.1994 to 18.6.1994 (Sunday on 19.6.1994) whereas the ex-workmen was going to be superannuated on 28-06-1994 but unfortunately expired on 20-06-1994 in Sakuntla Memorial Hospital, Sheikhpura, Bihar before joining duty, is appropriate and justified? If not, what relief Shri Ram Naresh Paswan dependent son of Late Binu Paswan, Ex-Onsetter of Kendra Colliery of Eastern Coalfields Ltd. is entitled to? ”

2. Whether the action of the management of M/s Eastern Coalfields Ltd. in denying employment after lapse of more than 23 years to Shri Ram Naresh Pawan dependent son of Late Binu Paswan, Ex-Onsetter of Kendra Colliery of Eastern Coalfields Ltd. vide letter No. ECL/CMD/C-6B/EMPL/ED-1270/18/53 dated 03-02-2018 (copy enclosed), whereas the claimant was called by the management to appear before the Committee in connection with his claim for employment under death scheme vide letter SKC/AGT/Pers/05/96/1011 dated 8/13-06-1996 (copy enclosed) and the management sought some documents vide letter No. KC/PD/Empl/13/1116 dated 05/07-09-2013 (copy enclosed) in spite of the claimant submitted the documents time to time as sought by the management, is appropriate and justified? If not, what relief Shri Ram Naresh Paswan dependent Son of Late Binu Paswan, Ex-Onsetter of Kendra Colliery of Eastern Coalfields Ltd. is entitled to? ”

1. On receiving Order **No. L-22012/28/2019-IR(CM-II)** dated 05.03.2019 from the Government of India, Ministry of Labour, New Delhi for adjudication of the dispute, a Reference case was registered on 26.03.2019 and an order was passed for issuing notice to the parties through registered post, directing them to appear and submit their written statements along with relevant documents in support of their claims.

2. After service of Notice, management of Eastern Coalfields Limited (hereinafter referred to as ECL) filed their written statement on 20.12.2022. Ram Naresh Paswan the dependent son of the deceased employee subsequently appeared and filed his written statement on 23.03.2023. Fact of the case as disclosed in the written statement of the union in brief, is that Binu Paswan was an employee of ECL bearing U.M. No.732922 and was posted at Kendra Colliery under Pandaveswar Area of ECL. He died in harness on 20.06.1994 at Shakuntala Memorial Hospital, Sheikhpura, Bihar and a Death Registration Certificate was issued by Sheikhpura Gram Panchayat on 05.01.1995. Ram Naresh Paswan, the dependent son of Binu Paswan applied for employment before the management of ECL on 19.12.1994 against the death of his father. The case file for employment was forwarded to the Agent, Kendra Colliery on 15.03.1996. On 18.04.1996 the Agent of Samla and Kendra Colliery issued a letter to the Area Medical Officer, Pandaveswar Area for holding pre-employment medical examination of Ram Naresh Paswan. Pre-employment medical examination was held on 30.05.1996. On 08.06.1996 another letter was issued to Ram Naresh Paswan to appear before the Screening Committee on 19.06.1996. The employment file of Ram Naresh Paswan was returned to the Agent, Kendra Colliery on 07.12.1998, mentioning some discrepancies. On 21.03.2006 Ram Naresh Paswan field all the required documents along with forwarding letter addressed to the Agent of Kendra Colliery. The Agent of Samla and Kendra Colliery issued a letter dated 30.06.2006/05.07.2006 to the Superintendent of Police, Sheikhpura, Bihar for verification of the death of Binu Paswan. The management thereafter closed the employment file of Ram Naresh Paswan without providing any employment to him, as such the dependent son of the deceased raised the Industrial Dispute before the Assistant Labour Commissioner (C), Asansol. Ram Naresh Paswan in his claim prayed for employment in place of his deceased father and also for back wages from 19.12.1994 i.e., the date of filing application for employment.

3. The counter story of the management which emerges from their written statement is that Binu Paswan, an employee of ECL attended his duty for the last time on 11.06.1994. 12.06.1994 was a Sunday and thereafter he was on leave from 13.06.1994 to 18.06.1994. After expiry of his leave, he did not resume duty and no information was sent to the management. According to the date of birth of Binu Paswan, recorded in Form ‘B’ Register he superannuated on 28.06.1994. After passage of six months from his superannuation one, Ram Naresh Paswan,

claiming himself to be the son of the employee prayed for compassionate employment on the ground that Binu Paswan expired on 20.06.1994 while he was still in the service of the employer company. Further case of the management is that the claim for employment was processed and the competent authority regretted the claim on the ground that twenty-four (24) years have passed since the cause of action and there were lots of infirmity in respect of the alleged death of the employee and the mysterious circumstance of his death six days before his superannuation. Management contended that the death information was not brought to their notice even though a Writ Petition was pending before the Hon'ble High Court and an order was passed for assessment of age of Binu Paswan after his alleged death. Management regretted the claim for employment on the ground that he petitioner son had attained the age of fifty-three years and such communication was made to him through letter No. 0625/P-2110 dated 19.02.2018. Management prayed for dismissal of the Industrial Dispute on the ground that the claimant was more than fifty-six years and the Industrial Dispute is liable to be dismissed.

4. Point for consideration in this Industrial Dispute is whether Ram Naresh Paswan is entitled to employment against the death of Binu Paswan.

5. In order to substantiate his claim Ram Naresh Paswan examined himself as Workman Witness No. 1. He filed an affidavit-in-chief stating therein that his father Binu Paswan died on 20.06.1994 at Shakuntala Memorial Hospital, Sheikhpura, Bihar. A Death Registration Certificate of Binu Paswan was issued by Sheikhpura Gram Panchayat on 05.01.1995. The witness reiterated the dates on which he appeared before the Initial Medical Examination Board and the Screening Committee for the purpose of his employment. The witness further stated that Agent of Samla and Kendra Colliery issued a letter dated 30.06.2006 / 05.07.2007 to the Superintendent of Police, Sheikhpura, Bihar for verification of death of Binu Paswan. In course of his examination the workman witness produced the following documents :

- (i) Copy of the Death Registration Certificate of Binu Paswan bearing Registration No. 166172 is produced as Exhibit W-1.
- (ii) Copy of letter dated 15.03.1996 issued by the Personnel Manager (I/C), Pandaveswar Area for placing the case file for employment of Ram Naresh Paswan, as Exhibit W-2.
- (iii) Copy of letter dated 05.04.1996 by which Ram Naresh Paswan was asked to submit Indemnity Bond, as Exhibit W-3.
- (iv) Copy of letter dated 18/25.04.1996 issued by the Agent, Samla and Kendra Colliery addressed to the Area Medical Officer, Pandaveswar Area for holding pre-employment medical examination of Ram Naresh Paswan, as Exhibit W-4.
- (v) Copy of letter dated 23.05.1996 issued by the Area Medical Officer, fixing date for holding medical examination on 30.05.1996, as Exhibit W-5.
- (vi) Copy of Office Order dated 08/13.06.1996 by which Ram Naresh Paswan was referred to Screening Committee on 19.06.1996, as Exhibit W-6.
- (vii) Copy of letter dated 05/07.12.1998 issued by the Personnel Manager (IC), Pandaveswar Area addressed to the Agent, Kendra Colliery, pointing out discrepancies in documents filed by Ram Naresh Paswan, as Exhibit W-7.
- (viii) Copy of letter dated 28.04.2000 / 05.05.2000 whereby the Agent requested the Personnel Manager to hold spot enquiry to ascertain the death of Binu Paswan, as Exhibit W-8.
- (ix) Copy of letter dated 07/08.07.2000 issued by the Personnel Manager (IC), Pandaveswar Area, explaining delay in processing the employment case, as Exhibit W-9.
- (x) Copy of letter of Ram Naresh Paswan issued in 2006 whereby he submitted some documents before the company, as Exhibit W-10.
- (xi) Copy of letter dated 30.06.2006 / 05.07.2006 by which the Superintendent of Police, Sheikhpura, Bihar was asked to verify the death of Binu Paswan, as Exhibit W-11.
- (xii) Copy of letter dated 18/23.04.2007 whereby the Personnel Manager, Kendra Colliery asked Ram Naresh Paswan to submit some documents, as Exhibit W-12.
- (xiii) Copy of letter dated 03.10.2013 submitted by Ram Naresh Paswan in reply to the Personnel Manager's letter dated 05/07.09.2013, as Exhibit W-13.
- (xiv) Copy of letter dated 03.02.2018 issued by the General Manager (P&IR), ECL addressed to the General Manager, Pandaveswar Area, regretting claim for employment of Ram Naresh Paswan, as Exhibit W-14.

The witness deposed that he was unable to produce the reply submitted by the Superintendent of Police, regarding the circumstances of death of Binu Paswan. He averred that on 03.02.2018 management of ECL issued a letter to him, regretting his claim for employment.

6. In course of cross-examination the witness deposed that he was unable to produce original Death Certificate of his father issued by Shakuntala Memorial Hospital, Sheikhpura, Bihar. Witness further deposed that he is unaware if any Writ Petition was filed before the Hon'ble High Court, relating to age determination of his father. It is gathered from his evidence that he is unable to produce any document to show that he had informed the management about the death of his father. Witness stated that he submitted his application for employment after five to six months for the date of death of his father. It is apparent from the affidavit-in-chief that in the year 2023 the age of the dependent son was fifty-seven (57) years.

7. Management examined Mr. Dibyendu Bhandari, Manager (Personnel), Pandaveswar Area as Management Witness No. 1. In his affidavit-in-chief the witness averred that the workman was on leave from 13.06.1994 to 18.06.1994. The date of superannuation of Binu Paswan as per his date of birth was 28.06.1994 but the workman did not report for his duty after the period of his leave. The application for employment was submitted six months after the date of superannuation. The witness also stated that Binu Paswan died under mysterious circumstance six days prior to his superannuation but the matter was not brought to the notice of the Hon'ble High Court where a Writ Petition was pending for assessment of age of Binu Paswan and an order for assessment of his age was passed after the alleged date of death. Management witness further stated that Ram Naresh Paswan is not entitled to employment after long lapse of time. Management produced a copy of regret letter dated 03.02.2018 issued by the General Manager (P&IR), ECL which is marked as Exhibit M-1.

8. In course of cross-examination the management witness deposed that no record is available with the management which establish that Ram Naresh Paswan is the son of Binu Paswan.

9. Mr. Milan Kumar Bandyopadhyay, learned advocate for the dependent son argued that Binu Paswan, a permanent employee of ECL died in harness on 20.06.1994, before the date of his superannuation i.e., 30.06.1994. According to the provisions of National Coal Wage Agreement his dependent son is entitled to employment. Ram Naresh Paswan submitted his application for employment before the management of ECL on 19.12.1994. He was referred for his medical examination on 30.05.1996 (Exhibit W-5) and was requested to appear before the Screening Committee at Kendra Colliery on 19.06.1996 (Exhibit W-6). The management also issued a letter dated 30.06.2006 / 05.07.2006 (Exhibit W-11) addressed to the Superintendent of Police, Sheikhpura, Bihar for submitting a death verification report of Binu Paswan. Learned advocate argued that the dependent son having fulfilled all the conditions is entitled to get employment under the employer company but the management of ECL after delaying the matter, regretted the prayer for employment by issuing letter dated 03.02.2018 addressed to the General Manager, Pandaveswar Area. Learned advocate urged that the dependent son should be provided with employment in consistent with the provisions of National Coal Wage Agreement.

10. Mr. P. K. Das, learned advocate, in reply argued that according to the date of birth of Binu Paswan, recorded in the Form 'B' Register of the company, he attained sixty years on 28.06.1994 and he has superannuated from service on 30.06.1994. No information regarding the death of Binu Paswan was received prior to his date of superannuation. The original Death Certificate has not been produced from the Hospital, disclosing the cause of death. Learned advocate argued that the death of Binu Paswan just six days prior to his superannuation is mysterious condition as no information was received regarding the cause of death. Mr. Das argued that a Writ Petition, seeking age assessment of Binu Paswan was pending before the Hon'ble High Court and an order was passed after the alleged death of the employee for the purpose of his age assessment. Therefore, the Hon'ble High Court was not informed about the death of Binu Paswan. According to the learned advocate the Industrial Dispute was raised in the year 2019, after lapse of twenty-five (25) years from the date of superannuation of the workman. Therefore, no Industrial Dispute existed after long lapse of time and the same is liable to be dismissed.

11. I have considered the rival arguments in the light of pleadings of the parties and evidence adduced. Undisputedly, Binu Paswan attended his duty for the last time on 11.06.1994 and as per his date of birth appearing in the Form 'B' Register he was superannuated from his service on 30.06.1994. Though, the union as well as the petitioner son has claimed that Binu Paswan died on 20.06.1994, prior to his superannuation, they failed to produce the original Death Certificate of Binu Paswan, issued by the Hospital where he died. A copy of the Death Registration Certificate, bearing No. 166172 dated 05.01.1995 has been produced as Exhibit W-1. In the said document the date of death has been disclosed as 20.06.1994. No satisfactory explanation has been furnished by the union as to why the Death Registration Certificate was prepared after six months. From Exhibit W-11, I find that the Agent, Kendra Colliery had requested the Superintendent of Police, Sheikhpura, Bihar to verify of death of Binu Paswan. The concerned union is silent if any verification report was submitted by the Police. An un-exhibited document lying with the record filed by the union on 30.06.2023, shows that the Deputy Superintendent, Sub-Divisional Hospital, Sheikhpura, Bihar issued a certificate dated 24.06.1994 that Binu Paswan, s/o- Late Ram Sahay Paswan, Vill-Chewara, Dist.-Munger expired on 20.06.1994. The certificate appears to have been issued on the letterhead of Shakuntala Memorial Hospital, Sheikhpura, Bihar and it is not of the Sub-Divisional Hospital, Sheikhpura. It can be

assumed that if the death has taken place on 20.06.1994, the person could not have been criminated on the basis of Death Certificate issued four days after the death. Therefore, this certificate dated 24.06.1994 cannot be considered to be the original Death Certificate. When the date and cause of death are shrouded with mysterious uncertainty, the dependent son cannot get the benefit of employment arising out of the death of his father during the period of his employment.

12. I cannot be unmindful of the fact that the person claiming employment had raised the Industrial Dispute twenty-five years after the death of his father and at the time of his adducing evidence in the year 2023 he has already completed fifty-seven (57) years of age. The Industrial Dispute cannot exist after twenty-five (25) years. Under such circumstances it would be a travesty of justice to consider his claim for employment at such a distant time when the petitioner is approaching his age of superannuation. Considering the entire gamut of the fact and circumstances of this case, it appears to me that Ram Naresh Paswan is not entitled to any employment. The Industrial Dispute is liable to be dismissed.

Hence,

ORDERED

that the Industrial Dispute is dismissed on contest against the union / petitioner. The petitioner son is not entitled to any employment under Eastern Coalfields Limited on the ground of death of his father in harness. Let an award be drawn up in light of my above findings. Let copies of the Award in duplicate be sent to the Ministry of Labour and Employment, Government of India, New Delhi for information and Notification.

ANANDA KUMAR MUKHERJEE, Presiding Officer,

नई दिल्ली, 22 मई, 2026

का.आ. 1036.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार एच डी एफ सी बैंक के प्रबंधतंत्र, संबद्ध नियोजकों और उनके कर्मचारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय एर्नाकुलम के पंचाट (35/2015) प्रकाशित करती है।

[सं.एल-12025/01/2026-आई.आर.(बी-1) 137]

सलोनी, उप निदेशक

New Delhi, the 22nd May, 2026

S.O. 1036.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. 35/2015) of the *Cent.Govt.Indus.Tribunal-cum-Labour Court Ernakulam* as shown in the Annexure, in the industrial dispute between the management of HDFC Bank and their workmen.

[No. L-12025/01/2026- IR(B-I)-137]

SALONI, Dy. Director

ANNEXURE

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

Date: 24-04-2026

Present: SUSHIL KUMAR-II,

PRESIDING OFFICER

INDUSTRIAL DISPUTE.No.35/2015

BETWEEN

Mrs. Prasanna Kumari-Wife,

Ms.Dhanya Pandala-Daughter,

Smt.Umayamma Kovilamma-Mother -

Legal Heirs of late Mohana Krishna Pandala,

Mampel Madhom,
Mavelikkara P.O.

Alleooey District-690 001.

:

1st Party/ Petitioner

AND

The Deputy Vice President,
The HDFC Bank, 2nd floor,
S.L Plaza, Palarivattom,
Cochin-682 025.

:

2nd Party/Respondent

Appearance:

For the 1st Party/ Petitioner

: Mr.Prathapachandran, Advocate

For the 2nd Party/ Respondent

: Mr. Saji Varghese, Advocate

AWARD

Earlier, during first round of litigation, this Tribunal vide its order dated 25.02.2020 had rejected the application filed by the Respondent/ Management on the point of limitation. This order was challenged by the Respondent HDFC Bank before the Hon'ble High Court of Kerala, Ernakulam in W.P.(C) No.19297 of 2021, whereby the Hon'ble High Court held that once prima facie it is established that claim is ex-facie barred by limitation, it would be a farcical exercise for the Labour Court to continue with the matter and accordingly, quashed the ID No.35/2015 as barred by limitation.

2. On behalf of the Petitioner/workman the legal heirs of the Petitioner filed Writ Appeal No.509 of 2023 before the Hon'ble High Court of Kerala against the judgement in W.P. cited supra. This Writ Appeal was dismissed considering the fact that employment was denied on 10.04.1991 and the Petitioner deceased was acquitted in the year 2009 and the Petitioner raised Industrial Dispute in the year 2015 which was clearly barred by limitation. The Hon'ble High Court of Kerala in W.A.No.509 of 2023 dated 13.11.2023 has declared this I.D as barred by limitation. Consequently, this Industrial Dispute No.35/2015 is dismissed as time barred and not maintainable.

The reference is answered accordingly.

Record be consigned to the record room.

Place : Chennai

Date: 24-04-2026

SUSHIL KUMAR-II, Presiding Officer

नई दिल्ली, 22 मई, 2026

का.आ. 1037.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार भारतीय स्टेट बैंक के प्रबंधतंत्र, संबद्ध नियोजकों और उनके कर्मचारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय एर्नाकुलम के पंचाट (15/2017) प्रकाशित करती है।

[सं.एल-12012/09/2017-आई.आर.(बी-1)]

सलोनी, उप निदेशक

New Delhi, the 22nd May, 2026

S.O. 1037.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. 15/2017) of the *Cent.Govt.Indus.Tribunal-cum-Labour Court Ernakulam* as shown in the Annexure, in the industrial dispute between the management of State Bank of India and their workmen.

[No. L-12012/09/2017- IR(B-I)]

SALONI, Dy. Director

ANNEXURE
BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL
TRIBUNAL –CUM- LABOUR COURT, ERNAKULAM

Present: Shri. Sushil Kumar-II, Presiding Officer.

(Friday the 24th day of April 2026, 3 Vaisaka 1948)

ID No.15/2017

Workman/Union : Shri.Sasidharan J.
 Kinattuvilakom
 Azhoor P.O.
 Chirayinkeezhu
 Thiruvananthapuram
 In person

Management : The Deputy General Manager
 State Bank of India
 Local Head Office
 S. S. Kovil Road
 Thampanoor
 Thiruvananthapuram
 In person

This case coming up for final hearing on 24.04.2026 and the same day this Tribunal-cum-Labour Court passed the following:

AWARD

1. This Tribunal passed an Award on this reference as under.

“ Whether the action of the management of SBI in dispensing with the services of Sri.Sasidharan J. without complying with the provision of the applicable labour laws is fair and justifiable and if not to what relief he is entitled to ?”

2. The Award passed by this Tribunal was challenged by the management before Hon'ble High Court through WP(C) No.17863/2022. There by the Hon'ble Court while deciding the above petition, observed as under.

“ 10. So the period from 1997 to 2000 where the 1st respondent has claimed to have worked was only on the strength of an interim order passed by this Court in OP No.17799 of 1997 and connected cases. But the said original petitions were dismissed as per order dated 22.03.2000. Therefore, I am of the opinion that the period from 1997 to 2000 which the petitioner had claimed to have continued cannot be taken into consideration to calculate the continuous service, inasmuch as the same has been permitted only on the basis of an interim order passed in OP No.8092/1997. Further in Ext P1 there is a categoric finding that the said period cannot be considered for continuous service as provided under Section 25(b) of the Act, 1947, which has become final. It is to be seen that while passing Ext.P7 award much reliance is placed on Ext.W4 which is a certificate issued by the petitioner Bank which shows that the workman has worked for 1203 days for the period from 01.04.1997 to 20.08.2000, to show that the workman has worked for more than 240 days in the year. But it is to be seen that the said period from 1997 to 2000 was solely on the strength of an interim order passed by this Court, which period was found in Ext.P1 award as not eligible to be considered for the purpose of calculating continuous service. As regards the subsequent period from 2000 to 2013 it is admitted by the 1st respondent that he was employed under the agency by name M/s.Clean and Clean Hygiene Services. Even in Ext.P7 award the Court relied on Ext.W10 which confirm the fact that the 1st respondent has worked with M/s.Clean and Clean Hygiene Services for the period from January 2011 to September 2013. The only document relied on by the Labour Court to find that the workman has worked for 1203 days for the period from 01.04.1997 to 20.08.2000 is Ext.W4 certificate issued by the petitioner Bank, but it is to be seen that the said period wherein the 1st respondent have claimed to have worked is on the strength of an interim order passed in OP No.7799 of 1997 and connected cases and that the said original petition was dismissed thereafter. A perusal of Ext.P7 would reveal that the compensation was awarded without taking into consideration any of these aspects.

11. Therefore, I am of the view that the matter requires reconsideration by the Labour Court. Accordingly Ext.P7 is set aside and the matter is remitted back to the Labour Court for fresh consideration with notice to the parties. The parties will be free to adduce any additional evidence in support of their contentions. ”

3. As per the claim statement, the workman joined the service of the management bank as a messenger in the year 1979 and was illegally terminated in the year 2013. The workman had continuous service of 34 years with the management bank. On the basis of interview dt.10.12.1979 the workman was appointed for one month but availed his service for 1597 days for the period from 01.01.1979 to 06.04.1997. The service of the workman was further extended upto 20.8.2000 and the management issued a certificate stating that the workman worked with the management bank for further period of 1203 days. In the year 1998 the workman worked for 329 days without any break. In the year 1999, he worked for 327 days, in the year 2000 the workman has worked for 216 days without any break, the services of the workman was further extended till 06.08.2013. Then he was terminated from the service of the management bank .
4. The workman was terminated from the service on 21.08.2000 without complying the provisions of Sec 25F of the ID Act.
5. The management in its reply stated that the workman individually cannot raise the claim for wages and similar benefits and therefore this ID is not maintainable on that ground alone. The workman and the union representing him filed a separate industrial dispute alleging termination of services w.e.f 31.03.1997. The said dispute was considered by this Tribunal in ID No.141/2006, 165/2006 and by its Award dt.18.07.2008 found that the action on the part of the management in terminating the service of 84 empanelled temporary messengers including the workman is legal and justified.
6. The workman again approached the Conciliation Officer in the year 2014 that the appropriate Govt considered the issue and decided it not to refer the matter for adjudication as the matter was awarded by an earlier Award passed by this Tribunal by its order dt.02.01.2015. The workman did not challenge the order. Therefore present reference itself is bad in law.
7. The respondent stated that the claim of the workman that his service was extended from 01.04.1997 to 20.08.2000 is not correct. The so called certificate issued for 1203 days cannot be proved as the number of working days. The workman is silent about his service with the management bank from 2000 to 2013. During the period from January 2011 to September 2013 the workman was working under M/s.Clean & Clean Hygiene Service as its MTS. This claim has been filed by suppressing all the material facts.
8. In its replication, claimant stated that he worked with the management bank for the period from 1979 to 2013 and this fact is proved by the management bank through a certificate dated 23.10.2000 that workman worked from 1979 to 20.08.2000. After issuing a certificate that the workman worked with the management bank from 01.04.1997 to 20.08.2000 continuously the respondent cannot deny the same.
9. After completion of the pleadings, the workman was examined as WW1 and documents W1 to W9 were marked through him. Management examined MW1 and marked documents M1 to M3.
10. I have perused the documents. No argument was made before this Tribunal from either side.
11. The first point that arises for determination is whether a workman can file an individual industrial dispute before the Industrial Tribunal. As per the provisions of Sec 2A, an individual workman can file an industrial dispute in the event of discharge, dismissal, retrenchment or termination of service. Later sub Sec 2 and 3 were inserted in the year 2010 whereby the individual workman was made eligible to approach the Labour Court or Industrial Tribunal directly without any reference from the Govt. As the ID filed by the individual workman is proper. The issue is decided accordingly in favour of the workman.
12. The second point that arises for determination is that workman filed ID No.141/2006 and ID No.165/2006 raising the same dispute and this Tribunal vide its order dt.18.07.2008 held that the action of the management was legal and justified. Copy of this Award is available in the record. The Hon'ble High Court in WP(C) No.17863/2022 has observed that first respondent Sri.Saisdharan J. and others filed a petition No.2092/1997, wherein they had sought for a direction to absorb them as permanent messengers in State Bank of India. This petition was dismissed on 22.03.2000. ID No.165/2006, ID No.138/2006, ID No.141/2006, ID No.144/2006 and ID No.156/2006 were decided by this Tribunal by a common Award dt.01.07.2008 and held that none of the workers were entitled either for absorption or for notice for compensation under Sec 25F of the ID Act. The Hon'ble High Court in WP(C) No.17863/2022 observed that there is a clear finding to the defect in Exbt.P1. The said Award has not been challenged by the 1st respondent or any of the parties and the same has become final.
13. The Hon'ble High Court further held that the 1st respondent after his termination worked on the strength of interim order passed by the Hon'ble High Court and the same cannot be counted for the purpose of continuous service as defined under Sec 25B of the ID Act, 1947 and this interim order was passed in O.P. No.8092/1997 which was dismissed on 22.03.2000 and the petitioner was dismissed as per order dt.22.3.2000.
14. The claimant placed a certificate Exbt.W4 provided to him by the bank which shows that the workman had worked for 1403 days for the period from 01.04.1997-20.08.2000. But Hon'ble High Court held that the said period from 1997-2000 was solely on the strength of order passed by the Hon'ble High Court. Thus, as per the discussion above,

the matter relating to service conditions, absorption, notice were considered by this Tribunal in the above mentioned Industrial Disputes and this becomes final, after getting finality of this award, there is no occasion to refer the matter again for this Tribunal and workman was not entitled to file a second claim petition. This petition is barred by the Doctrine of Resjudicata. This issue is decided in favour of the respondent management.

Doctrine of Resjudicata :- “When any matter has held already been finally decided by a competent Court cannot be re-litigating between the same parties”.

15. In the present case, the parties are the same, matter in issue is same, Industrial Dispute was decided finally by the competent Tribunal and Hon'ble High Court observed that adjudication becomes final. This doctrine is applicable to the present case on hand, hence it is liable to be dismissed on this point. There is no need to decide any other issue, ID No.15.2017 so decided and dismissed accordingly.

In view of the forgoing discussion the Industrial Dispute raised by the workman is dismissed as not maintainable.

The award will come into force one month after its publication in the official Gazette.

Dictated to the Personal Assistant, transcribed and passed by me on this the 24th day of April, 2026.

SUSHIL KUMAR-II, Presiding Officer

नई दिल्ली, 22 मई, 2026

का.आ. 1038.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार एच डी एफ सी बैंक लिं के प्रबंधन, संबद्ध नियोजकों और उनके कर्मचारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय एर्नाकुलम के पंचाट (13/2018) प्रकाशित करती है।

[सं.एल-12012/76/2016-आई.आर.(बी-1)]

सलोनी, उप निदेशक

New Delhi, the 22nd May, 2026

S.O. 1038.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. 13/2018) of the *Cent.Govt.Indus.Tribunal-cum-Labour Court Ernakulam* as shown in the Annexure, in the industrial dispute between the management of HDFC Bank Ltd and their workmen.

[No. L-12012/76/2026- IR(B-I)]

SALONI, Dy. Director

ANNEXURE

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

Date: 12-03-2026

Present: SUSHIL KUMAR-II,

PRESIDING OFFICER

INDUSTRIAL DISPUTE.No.13/2018

BETWEEN

The General Secretary,
HDFC Bank Employees Union
Narayana Smrithi Building,
Peruvaram Road, North Paravur,
Ernakulam-683 513.

: 1st Party/ Petitioner

AND

The Managing Director,
HDFC Bank Ltd
HDFC Bank House, Senapati Bapat Marg,
Lower Parel, Mumbai-400 013.

: 2nd Party/Respondent

Appearance:

For the 1st Party/ Petitioner : Mr. Ashok B. Shenoy, Advocate
For the 2nd Party/ Respondent : M/s. Saji Varghese, Advocates

The Government of India, Ministry of Labour & Employment, New Delhi by its Order No.L-12012/76/2016 (IR)(B-I) dated 16.07.2018, referred the following dispute under clause (d) of Sub-section (1) of Section 10 read with sub-section (2A) of the Industrial Disputes Act, 1947, for adjudication to this Tribunal. The order of reference reads as under:-

“Whether the action of the management of HDFC in denying the nine demands of the union out of the 33 demands submitted to the management on the ground that these demands pertain to the CTC Employees who are not workmen as per provisions of the ID Act, 1947 is justifiable? If not, to what relief they are entitled?”

2. When the matter was taken up for hearing, the learned counsel appearing on behalf of the Petitioner Union submitted a memo dated 12th March, 2026 stating that the Union is not interested to proceed with the above ID. Therefore, he pleaded that the ID may be dismissed as not pressed. On the other side, the Respondent has no objection for the same.

AWARD

3. In view of the above position, the aforesaid Industrial Dispute raised by the Petitioner Union is dismissed as not pressed.

The reference is answered accordingly.

Record be consigned to the record room.

Place:Ernakulam

Date : 12.03.2026

SUSHIL KUMAR-II, Presiding Officer

नई दिल्ली, 22 मई, 2026

का.आ. 1039.—औद्योगिक विवाद अधिनियम 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार भारतीय स्टेट बैंक के प्रबंधतंत्र, संबद्ध नियोजकों और उनके कर्मचारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय एर्नाकुलम के पंचाट (331/2006) प्रकाशित करती है।

[सं.एल-12012/244/2002-आई.आर.(बी-1)]

सलोनी, उप निदेशक

New Delhi, the 22nd May, 2026

S.O. 1039.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref.331/2006) of the *Cent.Govt.Indus.Tribunal-cum-Labour Court Ernakulam* as shown in the Annexure, in the industrial dispute between the management of State Bank of India and their workmen.

[No. L-12012/244/2002- IR(B-I)]

SALONI, Dy. Director

ANNEXURE

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

Date: 12-03-2026

Present: SUSHIL KUMAR-II,

PRESIDING OFFICER

INDUSTRIAL DISPUTE.No.331/2006

BETWEEN

Shri V.Rajagopalan,

S/o. K.Venketrao,

Marathaumadom,

Eroor(West) Tripunithura.

: 1st Party/ Petitioner

AND

The Deputy General Manager,

State Bank of India,

Rep.by Shri Prashant Kumar,

Administrative Office, Panampilly Nagar,

Ernakulam.

: 2nd Party/Respondent**Appearance:**For the 1st Party/ Petitioner : M/s. H.B. Shenoy Associates, AdvocatesFor the 2nd Party/ Respondent : Mr. P.Ramakrishnan, Advocate

Earlier, this Tribunal had disposed off this Industrial Dispute No.331/2006 vide its Award dated 20.07.2016 holding that punishment of dismissal imposed by the Respondent bank on the workman was unjust and unsustainable in law and reinstated the workman in service with the service benefits. Aggrieved, the Respondent bank filed an appeal before the Hon'ble High Court of Kerala at Ernakulam in W.P No.13955 of 2017 and the Hon'ble Court vide its order dated 04.12.2021 upheld the findings of the Tribunal and dismissed the W.P filed by the Respondent Bank. Aggrieved, the Respondent bank again preferred a Writ Appeal in W.A No.196 of 2022 before the Hon'ble High Court of Kerala at Ernakulam, whereby the Hon'ble Court set aside the order passed by learned Single Judge in WP(C) No.13955/2017 as well as the Award passed by this Tribunal dated 20.07.2016 and remitted the matter back to this Tribunal to decide the issue afresh regarding examination of aspects to assess guilt of the petitioner and consequent issue of penalty, if required.

2. The schedule mentioned in Central Government Notification order reads as under:-

“Whether the dismissal from service of Shri V.Rajagopal, Cashier in charge of Pottenkadu Branch of State Bank of Travancore by the management of State Bank of Travancore is legal and justified? If not, what relief the workman is entitled?”

3. The reference was answered by this Tribunal by its order dated 20.07.2016 as under:-

30. In view of the discussion made above it is held that the punishment of dismissal from service imposed by the management on the workman is disproportion unjust and hence not sustainable in law. Since the workman being the joint custodian and responsible for the shortage of cash to the tune of Rs. 31,500/- his promotion shall be withheld for a period of one year and he shall be reinstated forthwith with all service benefits and his promotion shall be barred for one year. The points are answered accordingly.

31. Point No. [illegible]: In view of the point Nos.(i) to (vi) an award is passed holding that the punishment of dismissal from service imposed by the management on Shri V. Rajagopal, Cashier in charge at the Pottenkadu branch of the State Bank of Travancore is illegal and unjustified. The workman shall be reinstated forthwith with all service benefits. His promotion shall be withheld for a period of one year from the date of suspension. He shall be paid all service benefits right from the date of suspension till date of reinstatement.”

4. This Award was challenged before the Hon'ble High Court of Kerala at Ernakulam in W.P(C) No.13955/2017, wherein the Hon'ble Court passed the following order:-

“25. Therefore, I do not find any reason to interfere with the award of the Industrial Tribunal. I am informed that the workman retired from the Bank, and he was paid with the amounts due under Section 17B of the Industrial Disputes Act, 1947. Upshot of the above discussion is that there is no arbitrariness, illegality or any other legal infirmities justifying interference with the findings rendered by the Tribunal exercising the power of judicial review conferred under Article 226 of the Constitution of India.”

5. The order passed by the Hon'ble High Court of Kerala in W.P(C) No.13955/2017 was challenged by the State Bank of India through W.A.No.196 of 2022, whereby the Hon'ble Court passed the following order:-

“23. In the light of these aspects, we are of the considered view that these crucial aspects borne out from documents like Ext.M5 and M9 have not been properly assessed and examined by the Industrial Tribunal. The above said aspects will have to be evaluated from the relevant conduct of the workman as per Ext.M2 in voluntarily remitting the discrepancy in amount and his wrong versions in Ext.M4 as if it was he who had initially alerted the Bank Manager about the cash shortage. Further these aspects should also be appreciated in the light of the evidence that has come on record that given the limited volumes and numbers of transactions in that Branch, more particularly on the day of incident, the likelihood or probability of the discrepancy occurring due to the negligence of the official is rather low. The main perspective taken by the Industrial Tribunal was that the procedure for finding out as to whether the discrepancy is only cash shortage, on account of negligence of the bank officials or whether it amounted to misappropriation with a dishonest intention, has not been followed and no Police case has been registered and

therefore, it is only to be held that it is a case of shortage of cash on account of negligence of Bank Officials and that therefore, the minor punishment imposed on the Manager alone should have been imposed on the workman as well. In our considered view, the said approach made by the Industrial Tribunal is totally wrong, illegal and unreasonable and goes against the basic canons of assessing evidence in domestic enquiry proceedings. The upshot of the above discussion is that the impugned Ext.P6 verdict is liable for interdiction. In that view of the matter, it is ordered that the impugned Ext.P6 award will stand set aside and the matter in relation to the Industrial Dispute ID No.331/2006 will stand remitted to the Central Government Industrial Tribunal cum Labour Court, Ernakulam for decision afresh on the issue regarding the examination of the aspects to assess the guilt of the petitioner and the consequent issues of penalty etc, if required. We make it clear that both sides need not be permitted to adduce any additional evidence. The Tribunal will hear both sides and then after meticulous consideration of the evidence and materials on records and after consideration of the submission of both sides, may decide as to whether the evidence on record would disclose proof based on the lower standard of preponderance of probability to establish charge No.1 of alleged misappropriation. No other charges need be enquired into, as the management has not led any evidence. If the Industrial Tribunal arrives at the considered conclusion that the guilt of the delinquent is proved as above, then the consequential issue as to what should be the penalty that is commensurate with the proved charge should also be considered and the appropriate penalty may also be decided by the Industrial Tribunal after hearing both sides.

24. In view of the long pendency of the matter, the Industrial Tribunal will pass a revised award in the matter, without much delay, preferably within the outer time limit of three months from the date of production of a certified copy of this judgment. The dismissal order has been rendered as early as on 29.01.2000 and therefore, the Industrial Tribunal should give top priority for the hearing and disposal of this case, without any further delay. These crucial aspects of the matter has also not been duly taken note of, in the rendering of the impugned judgment in the WP(C). Accordingly, the impugned judgment dated 04.12.2021 rendered by the learned Single Judge dismissing WP(C) No.13955/2017 will stand set aside.”

6. As per charge sheet No. RMV/EKM/DPS/152/98-99 dated 14.08.1996, total eight charges were framed. The Hon'ble High Court in W.A. No.196 of 2022 stated that the Tribunal to hear and decide as to whether the facts on record would disclose proof based on the lower standard of preponderance of probability to establish charge No.1 of alleged misappropriation and no other charges need be enquired into, as the management has not led any evidence.

7. Charge No.1 reads as under:-

“On 04.04.1998 you misappropriated a sum of Rs.31,500/- from the cash held by you during the normal course of your duty as the Cashier-in-charge and joint custodian of the cash.”

8. The factual details in brief of the case are as under:-

The workman had entered into service of the erstwhile State Bank of Travancore as Peon and later, he was promoted as cashier on 04.04.1998 when he was holding the position of Head Cashier / cashier-in-charge of the Pottankad branch of the State Bank of Travancore. The workman has signed the cash register and no discrepancy was found. Later, the Branch Manager was said to have been alerted and on verification, it was found that there was overall shortage of cash of Rs.31,500/-. Thereupon, the workman had given a letter dated 04.04.1998 on the same day informing the Branch Manager that he would voluntarily remit the aforesaid cash shortage amount of Rs.31,500/- to the credit of the bank.(Ex.M7).

9. The workman was suspended by the bank from service (Ex.M2). Thereafter the bank issued charge sheet dated 04.08.1998 (Ex.M3). The workman submitted his reply (Ex.M4). The domestic enquiry was conducted which led to dismissal of workman (Ex.P3). Consequently, the workman agitated the issue by getting the matter referred as industrial dispute in terms of section 10(1)(b) of the ID Act. The erstwhile State Bank of Travancore has been amalgamated and merge with State Bank of India.

10. The workman claimed that entire disciplinary proceedings initiated by the management against the workman is vitiated. The finding of the enquiry officer is perverse and not based on evidence on record. The management failed to consider the fact that difference occurred not in the day's cash closed, but the amount kept under joint custody. The relevant provisions in Chapter III, Book of Instructions of State Bank of Travancore consider the possibility of finding a shortage in cash balance and procedures to be followed therein were fully complied with the workman. The management punished the employee and other person was allowed to walk free and the same is against the principles of natural justice.

11. The management has denied all the averments in the claim statement except those that are specifically admitted. The management in its reply described eight charges. The explanation submitted by the workman was unsatisfactory. The EO conducted the enquiry in accordance with principles of natural justice after affording a reasonable opportunity to the workman and he participated in the enquiry and was assisted by Mr.V.J.Jony, Assistant Secretary, SBTU as per workman request. The EO submitted his report finding that workman was guilty of charge. Thereafter, the management served copy of enquiry report to the workman with a request to submit reply, if any, against the findings of the EO. After considering the submissions of the workman, the management issued an order proposing punishment of dismissal from service. The workman was afforded an opportunity of hearing and thereafter

the Disciplinary Authority passed order of dismissal from service. Against that order, the workman preferred an appeal before the Appellate Authority which ended in dismissal.

12. Heard the learned counsel appearing on either parties in detail and perused records. The learned counsel appearing for workman argued that the vault register was under joint custody. The investigating report/enquiry report of the Respondent bank has never been furnished to the workman which has seriously prejudiced the employee.

13. The learned counsel for the Respondent appearing on behalf the bank stated that standard of proof required in domestic enquiry and departmental enquiry is not based on higher standard of proof of reasonable doubt, but lower standard of proof based on preponderance of probability alone is sufficient to prove the charges. The standard of evidence required in criminal case is not essential for finding of guilt in domestic enquiry. Ex.M5 is extract from cash balance book which would show that workman had entered the figures mentioned therein without shortage of cash at the time of closure of the bank and thus, the act of workman was clearly proved his dishonest intention. The workman had initially never admitted the shortage of cash until the notes were counted by the Manager and other bank officials concerned and when the workman was confronted with the said shortage of cash, then only he had given Ex.M7 letter dated 04.04.1998 acknowledging shortage of cash and expressed his readiness to remit the said amount to the bank. Whereas in Ex.M4 reply given by the workman he has stated that he was the one who initially alerted the Manager about the alleged shortage of cash amounting to Rs.31,500/-. In fact, the workman never alerted the Branch Manager before the shortage of cash was discovered. Ex.M5 and M12 clearly show that even in the cash in hand there is discrepancy of Rs.1500/- and later detected to be part of cash shortage amounting to Rs.31,500/- and he has clearly shown his dishonest intention and the shortage of cash was due to negligence of bank officials.

14. The point that arises for determination is –

(i) Whether the workman had committed an act of misappropriation of Rs.31,500/-?

(ii) whether the punishment of dismissal from service of the petitioner is legal and justified?

15. Since both the points for determination are supplemented to each other they are being decided by giving a common finding.

16. The learned counsel appearing on behalf of the petitioner stated that if there is a matter of misappropriation, then it has to be well informed to the controlling authority and police authorities. Ex.M5 is an important document which was prepared by the workman himself. Initially, it was signed by him and the same was later countersigned by the Branch Manager. The first entry in Ex.M5 which is cash balance register for the day in question i.e., 04.04.1998 that would show previous day's cash balance as Rs.3,01,537.45. The amount deposited by the customer of the bank was Rs.1,80,765/- and the payment made by the bank to the customer on 04.04.1998 was Rs.2,63,805/- and the workman entered the following entries in Ex.M5:-

3,01,373.45 +
<u>1,80,765</u>
4,82,338.45
<u>2,63,805</u>
2,18,553.45

The workman provided details of amount that was cash in hand with the cashier after the transaction as on 04.04.1998. The description is given on the right hand side in Ex.M5 and the same is extracted as under:-

Rs.500 x 3 :	1500
Rs.100 x 68 :	6800
Rs. 50 x 86 :	4300
Rs.20 x 10 :	200
Rs.10 x 59 :	590
Rs. 5 x 28 :	140
	<u>3.45</u>
	13,533.45

17. As per the projection given by the workman in Ex.M5 cash in hand after the cash transaction was Rs.13,533.45 with the denomination mentioned above. The bank filed evidence before this Tribunal that Rs.1500/- as against the total cash balance of Rs.13,533.45 was missing and found to be short of the cash and the witness further stated that Rs.1500/- was inclusive of total cash shortage of Rs.31,500/-. The Branch Manager stated that out of cash balance of Rs.13,533.45 shown in Ex.M5, an amount of Rs.1500/- was missing. The Branch Manager

established the fact that actual cash in hand balance was Rs.13,533.45 was shortage of Rs.1500/- . MW1, the Branch Manager in his statement further stated that Ex.M5 was initially countersigned by the Manager and when suspicion arose, the matter was checked and verified by the Manager and the Branch Manager in presence of two other staff namely Mr.Krishna Kumar and one another. MW1 has further stated in his statement that the total credit in the vault register was only Rs.1,75,000/- which is proved by Ex.M12. He further stated that before the cash transaction started on 04.04.1998 the total amount in vault register was Rs.2,87,000/- and total Rs.1,04,000/- was withdrawn from the joint custody. MW1 further stated that after closure of the cash transaction on 04.04.1998 total amount should have been Rs.1,83,000/-. MW1 further stated that on 04.04.1998 at 10.00 am total amount Rs.14,573.45 came into the hands of cashier. MW1 further stated that total amount should have been Rs.1,83,000/- at the closure of the business of the day of the incident, whereas after verification it was found that cash kept in vault register was only Rs.1,75,000/- and thus there was discrepancy of Rs.8,000/-. In the cross examination, the petitioner admitted that this amount was in the joint custody of the workman and Branch Manager and therefore, it may be concluded that discrepancy of Rs.8,000/- out of total shortage of Rs.31,500/- was liability of both the workman as well as Branch Manager.

18. The workman in his statement described that cash in hand with him was only Rs.35,553.45 on the date of incident. The Branch Manager in his statement stated that cash kept in vault register was only Rs.1,75,000/- while it should have been Rs.1,83,000/-. As per description of Ex. M5 actual discrepancy, it appears that Rs.22,000/- out of cash shortage of Rs.31,500/- .

19. As per discussion above, on the basis of documents submitted by the bank this fact is established that there was a shortage of Rs.22,000/- in the hand of workman and shortage of Rs.9,500/- in the joint custody of workman and the Branch Manager.

20. The doctrine of preponderance of probability is a rule of evidence used mainly in civil cases / domestic enquiry to determine whether the fact is proved under this doctrine. The fact is considered as proof when it is more likely to be true than not true. If the Court/Tribunal finds probability of one party's version is greater than others, then the Court/Tribunal generally accept that version as true. It is well established that standard of proof in civil matters / departmental enquiry requires lower than any criminal cases, because in criminal cases proof beyond doubt must be established. In civil matters / departmental enquiry matters, the Court/Tribunal has to consider which side evidence appears more probable and convincing. In the present case, shortage of Rs.31,500/- was detected. It is already described that Rs.22,000/- was in the sole custody of the workman and while remaining was in the joint custody. The petitioner in his reply relating to charge No.1 stated that *"on 04.04.1998 when the case was closed by 2.45 pm shortage of Rs.31,500/- was found out. I verified cash and vouchers, but could not locate the shortage. Then I reported the matter to the Branch Manager, who also verified the cash, then as per instructions, I gave a letter to him requesting to make up the cash by debiting the protested bills account and agreed to pay the amount which was shortage in my cash within two days. The shortage of cash Rs.31,500/- was remitted at the branch on 06.04.1998 by a relative of mine, as I was instructed not to joint duty."*

Ex.P2 is a document which was written by the petitioner himself and this fact was admitted by Chief Cashier that cash was short by Rs.31,500/- and he promised to make good the amount soon. This letter was witnessed by Mr.Krishna Kumar K and deposit of Rs.31,500/- was made on behalf of the petitioner. There is no proof that shortage of amount was due to excess amount of any customer of the bank.

21. Soon after discovery of shortage of the amount, the Petitioner fails to inform the higher authorities and police immediately, rather the Petitioner made some wrong and misleading entries in the document called cash balance book (Ex.P4) and vault register (Ex.P12).

22. The learned counsel for the Petitioner argued that police authorities concluded that there was no case of misappropriation of cash and it was a cash of shortage of cash. The detailed enquiry report is available on the record. But, as I stated earlier, proof is required in criminal cases not necessarily requires to decide civil matters. If the police fails to submit charge sheet under IPC for misappropriation of public money, then it is not proof of innocence of the Petitioner. Had he been a person of clean mind, he would have informed the matter to the higher ups immediately after detecting shortage of cash. In his claim petition, the Petitioner nowhere mentioned that he informed the authorities immediately after discovery of shortage of cash amount. The Respondent authorities upon having checked the accounts and financial deposits issued charge sheet to the Petitioner, who clearly stated that it is a specific act of misappropriation and the Petitioner was duly provided chance of defense based on natural justice at every level of enquiry and punishment was awarded. This legal position is well established that Industrial Tribunal do not perform the work as Appellate Authority against the Disciplinary Authority. This Tribunal enjoyed the limited powers of validity of such proceedings and made examination on the following points:-

i) Whether domestic enquiry was conducted fairly?

As I discussed above, the Petitioner was given full opportunity to defend himself and he was provided with defense person and notices were served at every stage and the Petitioner submitted his reply to all such notices.

ii) The Tribunal to look into the aspect whether findings are supported by evidence?

In the present case in hand, Petitioner conduct itself proved that he misappropriated the amount of cash and he himself remitted the amount to the bank. He wrote a letter to the Branch Manager after the Branch Manager discovered the shortage of cash and falsely mentioned in the claim statement that he himself informed the Branch Manager just after closure of the bank.

iii) Whether the punishment is justified or disproportionate?

Since the Petitioner was charged with offence of misappropriation of public money that is a serious offence, he was found guilty of misappropriation of public money. Thus, the punishment of dismissal is proper and in accordance with law.

The Petitioner fails to establish any unfairness or perversity during the enquiry or existence of disproportionate punishment. There is no occasion to enter into provisions of section 11A of the I.D. Act, 1947. The claim petition filed by the Petitioner is liable for dismissal.

AWARD

In view of the above discussion, the industrial dispute raised by the Petitioner is dismissed. The reference is answered accordingly.

Record be consigned to the record room.

Place : Ernakulam

Date : 12.03.2026

SUSHIL KUMAR-II, Presiding Officer

नई दिल्ली, 22 मई, 2026

का.आ. 1040.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार मेसर्स सिटी सर्विस सेंटर प्राइवेट लिमिटेड के प्रबंधतंत्र, संबद्ध नियोजको और उनके कर्मकारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय एर्नाकुलम के पंचाट (23/2017) प्रकाशित करती है।

[सं.एल-12012/61/2016-आई.आर.(बी-1)]

सलोनी, उप निदेशक

New Delhi, the 22nd May, 2026

S.O. 1040.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. 23/2017) of the *Cent.Govt.Indus.Tribunal-cum-Labour Court Ernakulam* as shown in the Annexure, in the industrial dispute between the management of M/s. City Service Center Pvt. Ltd. and their workmen.

[No. L-12012/61/2016- IR(B-I)]

SALONI, Dy. Director

ANNEXURE

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

Date: 22-04-2026

Present: SUSHIL KUMAR-II,

PRESIDING OFFICER

INDUSTRIAL DISPUTE.No.23/2017

BETWEEN

Shri Jose P.D.,

Panengodan House,

Puthuruthy P.O,

Thrissur, Kerala-680 623. : 1st Party/ Petitioner

AND

1. The Executive Director,
M/s. City Service Centre Pvt.Ltd.,
Guruvilasam Building,
Marar Road, Thrissur, Kerala-680 001.

2. The Catholic Syrian Bank,
CSB Bhavan, PB No.502,
St.Mary's College Road, Thrissur,
Kerala-680 020. : 2nd Party/Respondents

Appearance:

For the 1st Party/ Petitioner : Mr.Arun Prasanth C., Advocate

For the 2nd Party/ Respondent No.1 : M/s. K.K.Premalal, Advocates

For the 2nd Party/ Respondent No.2 : M/s. B.S.Krishnan Associates, Advocates

The Government of India, Ministry of Labour & Employment, New Delhi by its Order No.L-12012/61/2016 (IR)(B-I) dated 09.08.2017, referred the following dispute under clause (d) of Sub-section (1) of Section 10 read with sub-section (2A) of the Industrial Disputes Act, 1947, for adjudication to this Tribunal. The order of reference reads as under:-

“Whether the action of the management of M/s. City Service Centre Pvt.Ltd., Contractor of Catholic Syrian Bank and the management Catholic Syrian Bank in denying to reinstating Shri Jose P.D at the same ATM from where he was removed is justified? If not, what relief he is entitled?”

2. On receipt of the said reference, it was registered as ID No.23/2017 by this Tribunal and notice was issued to Petitioner/workman to submit the claim statement, which was filed on 10.04.2018. Thereafter, the 2nd Party/Respondents were directed to file their reply/counter statement, which were duly filed by them on 04.11.2019 and 10.07.2019 respectively.

3. When the matter was pending for adjudication before this Tribunal, it is reported on 25.11.2021 to the Tribunal that the Petitioner/workman is no more. Therefore, the case was adjourned to take necessary steps to implead the legal heir of the workman (deceased) and produce necessary death/legal heir certificates along with revised memorandum of appeal for further adjudication of this appeal.

4. Thereafter, though the case was adjourned twice for taking necessary steps to implead the legal heirs of the Petitioner deceased, the learned counsel appeared on behalf of the Petitioner failed to furnish neither documents nor to implead the legal heirs.

5. On perusal of records, it appears that the Petitioner workman died long back. The learned counsel appearing on behalf of the Appellant failed to take necessary steps to implead the legal heirs of the Petitioner on record. Therefore, without going into merits of the case, since the learned counsel failed to implead the legal heirs of the Petitioner deceased on record, in my view, the Industrial Dispute raised is liable for dismissal as abated.

AWARD

In view of the above discussion, the industrial dispute raised by the Petitioner is dismissed as abated. The reference is answered accordingly.

Record be consigned to the record room.

Place : Ernakulam

Date : 22.04.2026

SUSHIL KUMAR-II, Presiding Officer

नई दिल्ली, 25 मई, 2026

का.आ. 1041.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार एन एफ रेलवे के प्रबंधतंत्र, संबद्ध नियोजकों और उनके कर्मकारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय गुवाहाटी के पंचाट (05/2024) प्रकाशित करती है।

[सं.एल-12025/01/2026-आई.आर.(बी-1) 138]

सलोनी, उप निदेशक

New Delhi, the 25th May, 2026

S.O. 1041.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. 05/2024) of the *Cent.Govt.Indus.Tribunal-cum-Labour Court Guwahati* as shown in the Annexure, in the industrial dispute between the management of N.F. Railway and their workmen.

[No. L-12025/01/2026- IR(B-I)-138]

SALONI, Dy. Director

ANNEXURE**BEFORE THE CENTRAL GOVT. INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT,
GUWAHATI, ASSAM.**

PRESENT: Smt. Indira Barman, M.A., LL.B.,
Presiding Officer,
CGIT-cum-Labour Court, Guwahati.

REFERENCE CASE NO. 05 of 2024.

PARTIES: Sri Bijoy Kumar Nandi rep. by the working president, RMU, Guwahati.

.....**Workman/Union.**

-VS-

N.F. Railway, Lumding Division. **Management/Employer.****REPRESENTATIVES:**

For the Workman/Union : None.

For the Management. : Mr. A.K. Bharali, learned Advocate.

INDUSTRY : N.F. Railway**STATE** : Assam.**Date of Award** : 06-02-2026.**AWARD**

Case is fixed up today in Special Campaign for appearance and filing Claim Statement by the workman/Union, as last chance. As per order dated 17-12-2025, fresh notice was issued to the workman under Speed post informing them that the case is fixed up today i.e. 06-02-2026 in Special Campaign and as per the postal track consignment, notice was delivered to the workman/Union on 30-12-2025 but today also the workman is remained absent till 2:15 p.m. The Management of N.F. Railway, Lumding is appeared through Mr. A.K. Bharali, Ld. Advocate.

Record reveals that in exercise of powers conferred under clause (d) of sub-section (1) and sub-section (2A) of Section 10 of the Industrial Disputes Act, 1947 (14 of 1947), the Government of India through the Deputy Chief

Labour Commissioner (Central), Guwahati, Ministry of Labour and Employment, referred the scheduled dispute to this CGIT-Cum-Labour Court, Guwahati by issued Order No. G/R 8(11)/2023/RLC(C); dated: 09-01-2024 for adjudication.

SCHEDULE

“Whether the action of management for not paying the accrued interest upon the delayed payment of arrears of gratuity, leave encashment is justified ? If not, what relief the workman Sri Bijoy Kumar Nandi is entitled to ?

On receiving Order No. . G/R 8(11)/2023/RLC(C); dated: 09-01-2024 from the Office of the Deputy Chief Labour Commissioner (Central), Guwahati **Reference case No. 05 of 2024** was registered on 16-04-2024 and an order was passed issuing notice to the parties through registered post, directing them to appear and submit their written statements along with relevant documents in support of their claims and a list of witnesses.

On perusal of the case record, it appears that since the registration of the Case i.e. 16-04-2024 the Union/workman neither appeared nor any claim statement has been submitted on their behalf including today, when the case is fixed up in special campaign for disposal. Thus, it is crystal clear that the workman/Union is not inclined to proceed with the case for which the workman/Union has not taken any steps.

Considering the materials in the record, it appears to me that ample opportunity has been provided but the concerned workman/Union is not inclined to pursue this case. It is thus, abundantly clear that the workmen are not interested to go ahead with the proceeding. The Industrial Dispute is therefore disposed of without any relief. Let a no relief award be drawn up.

ORDERED

The Industrial dispute is dismissed. Let a no relief Award be drawn up. Copies of the Award in duplicate be sent to the appropriate Government, as per procedure.

INDIRA BARMAN ,Presiding Officer

नई दिल्ली, 25 मई, 2026

का.आ. 1042—औद्योगिक विवाद अधिनियम 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार एन एफ रेलवे के प्रबंधतंत्र, संबद्ध नियोजकों और उनके कर्मचारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय गुवाहाटी के पंचाट (19/2023) प्रकाशित करती है।

[सं.एल-12025/01/2026-आई.आर.(बी-1) 139]

सलोनी, उप निदेशक

New Delhi, the 25th May, 2026

S.O. 1042.—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 Guwahati* as shown in the Annexure, in the industrial dispute between the management of N.F. Railway and their workmen.

[No. L-12025/01/2026- IR(B-I)-139]

SALONI, Dy. Director

ANNEXURE

BEFORE THE CENTRAL GOVT. INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, GUWAHATI, ASSAM.

PRESENT: Smt. Indira Barman, M.A., LL.B.,
Presiding Officer,
CGIT-cum-Labour Court, Guwahati.

REFERENCE CASE NO. 19 of 2023.

PARTIES: Smt. Usha Baruah, w/o Late Gopal Baruah, rep. by the General Secretary, Rail Mazdoor Union (N.F.Zone),Guwahati.**Workman/Union.**

-vs-

The General Manager, N.F. Railway, Maligaon, Guwahati and the DRM, Lumding.

..... Management/OP.

REPRESENTATIVES:

For the Workman/Union : None.

For the Management. : Mr. A.K. Bharali, learned Advocate.

INDUSTRY : N.F. Railway**STATE** : Assam.**Date of Award** : 04-02-2026.**AWARD**

Case is fixed up today in Special Campaign for appearance and filing Claim Statement by the workman/Union, as last chance. As per order dated 24-12-2025, fresh notice was issued to the parties under Speed post informing them that the case is fixed up today i.e. 04-02-2026 in Special Campaign and as per the postal track consignment, notice was delivered to the parties on 01-01-2026 but today also the workman/Union is remained absent till 2:30 p.m. The Management of N.F. Railway, Lumding is appeared through Mr. A.K. Bharali, Ld. Advocate and submitted Vakalatnama and also filed petition No.33/26 praying to furnish the copy of claim petition filed by the workman/Union.

Record reveals that in exercise of powers conferred under clause (d) of sub-section (1) and sub-section (2A) of Section 10 of the Industrial Disputes Act, 1947 (14 of 1947), the Government of India through the Deputy Chief Labour Commissioner (Central), Guwahati, Ministry of Labour and Employment, referred the scheduled dispute to this CGIT-Cum-Labour Court, Guwahati by issued Order No. G/R 8(21)/2022-RLC dated: 28-08-2023 for adjudication.

SCHEDULE

“Whether the action of management of N.F.Railway for not paying accrued interest upon the delayed payment of arrear pension of the workman Late Gopal Barua (Ex Gangman) to his legal heir is justified?”

Whether the action of the management of N.F. Railway towards the non-revision of enhanced family pension from Rs.4887/- to Rs.4890/- is justified? If not, what relief the legal heir of Late Gopal Barua (Ex Gangman) is entitled to?”

On receiving Order No. G/R 8(21)/2022-RLC dated: 28-08-2023 from the Office of the Deputy Chief Labour Commissioner (Central), Guwahati **Reference case No. 19 of 2023** was registered on 11-09-2023 and an order was passed issuing notice to the parties through registered post, directing them to appear and submit their written statements along with relevant documents in support of their claims and a list of witnesses.

On perusal of the Case record it appears that since the registration of the Case i.e. 11-09-2023 both the parties neither appeared nor any claim/written statement has been submitted on their behalf including today, when the case is fixed up in special campaign for disposal. Thus, it is crystal clear that the workman/Union is not inclined to proceed with the case for which the workman/Union has not taken any steps.

Considering the materials in the record, it appears to me that ample opportunity has been provided but the concerned workman/Union is not inclined to pursue this case. It is thus, abundantly clear that the workmen are not interested to go ahead with the proceeding. The Industrial Dispute is therefore disposed of without any relief. Let a no relief award be drawn up.

ORDERED

The Industrial dispute is dismissed. Let a no relief Award be drawn up. Copies of the Award in duplicate be sent to the appropriate Government, as per Law.

INDIRA BARMAN, Presiding Officer

नई दिल्ली, 25 मई, 2026

का.आ. 1043.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार एन एफ रेलवे के प्रबंधन, संबंधित नियोजकों और उनके कर्मचारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय गुवाहाटी के पंचाट (02/2024) प्रकाशित करती है।

[सं.एल-12025/01/2026-आई.आर.(बी-1) 140]

सलोनी, उप निदेशक

New Delhi, the 25th May, 2026

S.O. 1043.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref.02/2024) of the *Cent.Govt.Indus.Tribunal-cum-Labour Court Guwahati* as shown in the Annexure, in the industrial dispute between the management of N.F. Railway and their workmen.

[No. L-12025/01/2026- IR(B-I)-140]

SALONI, Dy. Director

ANNEXURE**BEFORE THE CENTRAL GOVT. INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT,
GUWAHATI, ASSAM.**

PRESENT: Smt. Indira Barman, M.A., LL.B.,
Presiding Officer,
CGIT-cum-Labour Court, Guwahati.

REFERENCE CASE NO. 02 of 2024.

PARTIES: Smt. Santi Banik, W/o Late Subodh Banik (Ex. Senior Trackman) rep. by the working president,
RMU, Guwahati. **Workman/Union.**

-Vrs-

The Management of N.F. Railway, Lumding, Assam.**OP/Management.**

REPRESENTATIVES:

For the Workman/Union : None.

For the Management. : Mr. A.K. Bharali, learned Advocate.

INDUSTRY : N.F. Railway

STATE : Assam.

Date of Award : 03-02-2026.

AWARD

Case is fixed up today in Special Campaign for appearance and filing Claim Statement by the workman/Union, as last chance. As per order dated 25-11-2025, fresh notice was issued to the workman under Speed post informing them that the case is fixed up today i.e. 03-02-2026 in Special Campaign and as per the postal track consignment, notice was delivered to the workman/Union on 26-11-2025 but today also the workman is remained absent till 2:30 p.m. The Management of N.F. Railway, Lumding is appeared through Mr. A.K. Bharali, Ld. Advocate.

Record reveals that in exercise of powers conferred under clause (d) of sub-section (1) and sub-section (2A) of Section 10 of the Industrial Disputes Act, 1947 (14 of 1947), the Government of India through the Deputy Chief Labour Commissioner (Central), Guwahati, Ministry of Labour and Employment, referred the scheduled dispute to this CGIT-Cum-Labour Court, Guwahati by issued Order No. G/R 8(13)/2023/CGIT-Dy.CLC(C); dated: 09-01-2024 for adjudication.

SCHEDULE

“Whether the action of the management of N.F. Railway for not paying the arrear salaries to the surviving spouse of the deceased workman is justified ? If not, what relief the workman is entitled to ?”

On receiving Order No. G/R 8(13)/2023/CGIT-Dy.CLC(C); dated: 09-01-2024 from the Office of the Deputy Chief Labour Commissioner (Central), Guwahati **Reference case No. 02 of 2024** was registered on 16-04-2024 and an order was passed issuing notice to the parties through registered post, directing them to appear and submit their written statements along with relevant documents in support of their claims and a list of witnesses.

On perusal of the case record, it appears that since the registration of the Case i.e. 16-04-2024 the Union/workman neither appeared nor any claim statement has been submitted on their behalf including today, when the case is fixed up in special campaign for disposal. Thus, it is crystal clear that the workman/Union is not inclined to proceed with the case for which the workman/Union has not taken any steps.

Considering the materials in the record, it appears to me that ample opportunity has been provided but the concerned workman/Union is not inclined to pursue this case. It is thus, abundantly clear that the workmen are not interested to go ahead with the proceeding. The Industrial Dispute is therefore disposed of without any relief. Let a no relief award be drawn up.

ORDER ED

The Industrial dispute is dismissed. Let a no relief Award be drawn up. Copies of the Award in duplicate be sent to the appropriate Government, as per procedure.

INDIRA BARMAN ,Presiding Officer

नई दिल्ली, 25 मई, 2026

का.आ. 1044.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार एन एफ रेलवे के प्रबंधन, संबंधित नियोजकों और उनके कर्मचारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय गुवाहाटी के पंचाट (04/2024) प्रकाशित करती है।

[सं.एल-12025/01/2026-आई.आर.(बी-1) 141]

सलोनी, उप निदेशक

New Delhi, the 25th May, 2026

S.O. 1044.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. 04/2024) of the *Cent.Govt.Indus.Tribunal-cum-Labour Court Guwahati* as shown in the Annexure, in the industrial dispute between the management of N.F. Railway and their workmen.

[No. L-12025/01/2026- IR(B-I)-141]

SALONI, Dy. Director

ANNEXURE**BEFORE THE CENTRAL GOVT. INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, GUWAHATI, ASSAM.**

PRESENT: Smt. Indira Barman, M.A., LL.B.,
Presiding Officer,
CGIT-cum-Labour Court, Guwahati.

REFERENCE CASE NO. 04 of 2024.

PARTIES: Late Gopal Ch. Roy (STM Grade-II) rep. by the working president, Rail Mazdoor Union, (N.F. Zone), Guwahati. **Workman/Union.**

-Vrs-

The General Manager (Construction), N.F. Railway, Maligaon, Guwahati and the Divisional Railway Manager, N.F. Railway, Lumding. **OP/Management.**

REPRESENTATIVES:

For the Workman/Union : None.

For the Management. : Mr. A.K. Bharali, learned Advocate.

INDUSTRY : N.F. Railway**STATE** : Assam.**Date of Award** : 03-02-2026.**AWARD**

Case is fixed up today in Special Campaign for appearance and filing Claim Statement by the workman/Union, as last chance. As per order dated 25-11-2025, fresh notice was issued to the workman/Union under Speed post informing them that the case is fixed up today i.e. 03-02-2026 in Special Campaign and as per the postal track consignment, notice was delivered to the workman/Union on 26-11-2025 but today also the workman/Union is remained absent till 2:20 p.m. The Management of N.F. Railway, Lumding is appeared through Mr. A.K. Bharali, Ld. Advocate.

Record reveals that in exercise of powers conferred under clause (d) of sub-section (1) and sub-section (2A) of Section 10 of the Industrial Disputes Act, 1947 (14 of 1947), the Government of India through the Deputy Chief Labour Commissioner (Central), Guwahati, Ministry of Labour and Employment, referred the scheduled dispute to this CGIT-Cum-Labour Court, Guwahati by issued Order No. G/R 8(9)/2023/CGIT-Dy.CLC(C); dated: 15-12-2023 for adjudication.

SCHEDULE

Whether the action of management N.F. railway, Lumding not granting benefits of 3rd MACP to the workman Late Gopal Chandra Roy (STM Grade-II) after rendering 30.5 years of service and after his death to his dependant family is legal and justified ? If not, what relief the surviving dependant family members of the workman is entitled to ?

On receiving Order No. G/R 8(9)/2023/CGIT-Dy.CLC(C); dated: 15-12-2023 from the Office of the Deputy Chief Labour Commissioner (Central), Guwahati **Reference case No. 04 of 2024** was registered on 16-04-2024 and an order was passed issuing notice to the parties through registered post, directing them to appear and submit their written statements along with relevant documents in support of their claims and a list of witnesses.

On perusal of the case record it appears that since the registration of the Case i.e. 16-04-2024 the Union/workman not appear nor any claim statement has been submitted on their behalf including today, when the case is fixed up in special campaign for disposal. Thus, it is crystal clear that the workman/Union is not inclined to proceed with the case for which the workman/Union has not taken any steps.

Considering the materials in the record, it appears to me that ample opportunity has been provided but the concerned workman/Union is not inclined to pursue this case. It is thus, abundantly clear that the workmen are not interested to go ahead with the proceeding. The Industrial Dispute is therefore disposed of without any relief. Let a no relief award be drawn up.

ORDERED

The Industrial dispute is dismissed. Let a no relief Award be drawn up. Copies of the Award in duplicate be sent to the appropriate Government, as per procedure.

INDIRA BARMAN, Presiding Officer

नई दिल्ली, 25 मई, 2026

का.आ. 1045.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार एन एफ रेलवे के प्रबंधतंत्र, संबद्ध नियोजकों और उनके कर्मचारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय गुवाहाटी के पंचाट (22/2023) प्रकाशित करती है।

[सं.एल-12025/01/2026-आई.आर.(बी-1) 142]

सलोनी, उप निदेशक

New Delhi, the 25th May, 2026

S.O. 1045.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref.22/2023) of the *Cent.Govt.Indus.Tribunal-cum-Labour Court Guwahati* as shown in the Annexure, in the industrial dispute between the management of N.F. Railway and their workmen.

[No. L-12025/01/2026- IR(B-I)-142]

SALONI, Dy. Director

ANNEXURE

BEFORE THE CENTRAL GOVT. INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, GUWAHATI, ASSAM.

PRESENT: Smt. Indira Barman, M.A., LL.B.,
Presiding Officer,
CGIT-cum-Labour Court, Guwahati.

REFERENCE CASE NO. 22 of 2023.

PARTIES: Sri Bipin Ch. Machary, Ex. SS, rep. by the working president, Rail Mazdoor
Union, Guwahati.**Workman/Union.**

-VS-

The DRM, N.F. Railway, Rangia, Kamrup. **Management/Employer.**

REPRESENTATIVES:

For the Workman/Union : None.
For the Management. : Mr. A.K. Bharali, learned Advocate.

INDUSTRY : N.F. Railway
STATE : Assam.
Date of Award : 06-02-2026.

AWARD

Case is fixed up today in Special Campaign for appearance and filing Claim Statement by the workman/Union. As per order dated 17-12-2025, fresh notice was issued to the workman under Speed post informing them that the case is fixed up today i.e. 06-02-2026 in Special Campaign and as per the postal track consignment, notice was delivered to the workman/Union on 30-12-2025 but today also the workman/Union is remained absent till 2:25 p.m. The Management of N.F. Railway, Rangia is appeared through Mr. A.K. Bharali, Ld. Advocate.

Record reveals that in exercise of powers conferred under clause (d) of sub-section (1) and sub-section (2A) of Section 10 of the Industrial Disputes Act, 1947 (14 of 1947), the Government of India through the Deputy Chief Labour Commissioner (Central), Guwahati, Ministry of Labour and Employment, referred the scheduled dispute to this CGIT-Cum-Labour Court, Guwahati by issued Order No. G/R 24(46)/2023-IR; dated: 01-11-2023 for adjudication.

SCHEDULE

“Whether the action of the management, not paying of terminal benefits viz. difference of salary, difference of gratuity, difference of commutation, difference to leave salary etc. to Shri Bipin Ch. Machary, Ex. SS in time is legal or justified? If not, then what percentage of interest is payable by the management of N.F. Railway, Rangia to the workman Shri Bipin Ch. Machary, Ex.SS.”

On receiving Order No. . G/R 24(46)/2023-IR; dated: 01-11-2023 from the Govt. of India, Ministry of Labour & Employment, New Delhi **Reference case No. 22 of 2023** was registered on 06-11-2023 and an order was passed issuing notice to the parties, directing them to appear and submit their written statements along with relevant documents in support of their claims and a list of witnesses.

On perusal of the case record, it appears that since the registration of the Case i.e. 06-11-2023 the Union/workman neither appeared nor any claim statement has been submitted on their behalf including today, when the case is fixed up in special campaign for disposal. Thus, it is crystal clear that the workman/Union is not inclined to proceed with the case for which the workman/Union has not taken any steps.

Considering the materials in the record, it appears to me that ample opportunity has been provided but the concerned workman/Union is not inclined to pursue this case. It is thus, abundantly clear that the workmen are not interested to go ahead with the proceeding. The Industrial Dispute is therefore disposed of without any relief. Let a no relief award be drawn up.

ORDERED

The Industrial dispute is dismissed. Let a no relief Award be drawn up. Copies of the Award in duplicate be sent to the appropriate Government, as per procedure.

INDIRA BARMAN, Presiding Officer

नई दिल्ली, 25 मई, 2026

का.आ. 1046.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार एन एफ रेलवे के प्रबंधतंत्र, संबद्ध नियोजकों और उनके कर्मकारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय गुवाहाटी के पंचाट (16/2024) प्रकाशित करती है।

[सं.एल-12025/01/2026-आई.आर.(बी-1) 143]

सलोनी, उप निदेशक

New Delhi, the 25th May, 2026

S.O. 1046.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref.16/2024) of the *Cent.Govt.Indus.Tribunal-cum-Labour Court Guwahati* as shown in the Annexure, in the industrial dispute between the management of N.F. Railway and their workmen.

[No. L-12025/01/2026- IR(B-I)-143]

SALONI, Dy. Director

ANNEXURE**BEFORE THE CENTRAL GOVT. INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT,
GUWAHATI, ASSAM.**

PRESENT: Smt. Indira Barman, M.A., LL.B.,
Presiding Officer,
CGIT-cum-Labour Court, Guwahati.

REFERENCE CASE NO. 16 of 2024.

PARTIES: Smt. Menoka Barua, w/o Late Rakkhal Barua rep. by the working President, Rail Mazdoor Union,
Guwahati, Assam.**Workman/Union.**

-VS-

The General Manager, N.F. Railway, Maligaon, Guwahati & 3 others.

..... **Management/Employer.**

REPRESENTATIVES:

For the Workman/Union : None.

For the Management. : Mr. A.K. Bharali, learned Advocate.

INDUSTRY : N.F. Railway

STATE : Assam.

Date of Award : 04-02-2026.

AWARD

Case is fixed up today in Special Campaign for appearance and filing Claim Statement by the workman/Union, as last chance. As per order dated 17-12-2025, fresh notice was issued to the workman/Union under Speed post informing them that the case is fixed up today i.e. 04-02-2026 in Special Campaign and as per the postal track consignment, notice was delivered to the workman/Union on 30-12-2025 but today also the workman/Union is remained absent till 2:45 p.m. The Management of N.F. Railway is appeared through Mr. A.K. Bharali, Ld. Advocate.

Record reveals that in exercise of powers conferred under clause (d) of sub-section (1) and sub-section (2A) of Section 10 of the Industrial Disputes Act, 1947 (14 of 1947), the Government of India through the Deputy Chief Labour Commissioner (Central), Guwahati, Ministry of Labour and Employment, referred the scheduled dispute to this CGIT-Cum-Labour Court, Guwahati by issued Order No. GHY-781016/08/2024-Dy. CLC, (C) dated: 17-12-2024 for adjudication.

SCHEDULE

“Whether the non-action on part of the Management of NF Railway, Lumding Division to include the name of widow daughter of the deceased workman under the RLEHS Medical card is legal & justified? If not, what relief the dependent of the deceased workman is entitled to?”

On receiving Order No. GHY-781016/08/2024-Dy. CLC, (C) dated: 17-12-2024 from the Office of the Deputy Chief Labour Commissioner (Central), Guwahati **Reference case No. 16 of 2024** was registered on 23-12-2024 and an order was passed issuing notice to the parties through registered post, directing them to appear and submit their written statements along with relevant documents in support of their claims and a list of witnesses.

On perusal of the case record it appears that since the registration of the Case i.e. 23-12-2024 the Union/workman not appear nor any claim statement has been submitted on their behalf including today, when the case is fixed up in special campaign for disposal. Thus, it is crystal clear that the workman/Union is not inclined to proceed with the case for which the workman/Union has not taken any steps.

Considering the materials in the record, it appears to me that ample opportunity has been provided but the concerned workman/Union is not inclined to pursue this case. It is thus, abundantly clear that the workmen are not interested to go ahead with the proceeding. The Industrial Dispute is therefore disposed of without any relief. Let a no relief award be drawn up.

ORDERED

The Industrial dispute is dismissed. Let a no relief Award be drawn up. Copies of the Award in duplicate be sent to the appropriate Government, as per procedure.

INDIRA BARMAN, Presiding Officer

नई दिल्ली, 25 मई, 2026

का.आ. 1047.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार सेंट्रल बैंक ऑफ इंडिया के प्रबंधतंत्र, संबद्ध नियोजकों और उनके कर्मकारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय कानपुर के पंचाट (28/2011) प्रकाशित करती है।

[सं.एल-12011/38/2010-आई.आर.(बी-II)]

सलोनी, उप निदेशक

New Delhi, the 25th May, 2026

S.O. 1047.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. 28/2011) of the *Cent.Govt.Indus.Tribunal-cum-Labour Court Kanpur* as shown in the Annexure, in the industrial dispute between the management of Central Bank of India and their workmen.

[No. L-12011/38/2010- IR(B-II)]

SALONI, Dy. Director

ANNEXURE

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, KANPUR

Present Shri Rajendra Prasad Srivastava, (H.J.S. Retd.)

ID 28/2011

F. No. L-12011/38/2010(IR(B-I) Dated: 11.05.2011

BETWEEN

The General Secretary,
Central Bank Employees Congress(UP),
C/o Gwaltoli Branch, Kanpur(U.P.)-01

AND

The Assistant General Manager,
Central Bank of India,
RO:, Pandu Nagar,
Kanpur(U.P.).

AWARD

By order F. No. L-12011/38/2011(IR(B-I) Dated: 11.05.2011 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:

"Whether the action of the management of Central Bank of India, Kanpur is not extending benefits of promotion and not paying due wages to Shri Suresh Kumar, PTSK from the date on which his junior Shri Ram Pyare was promoted is just & proper? What relief the concerned workman is entitled to?"

Accordingly, ID case 28/2011 registered before this Tribunal.

During the course of proceedings an application dated 03.02.2026 filed by respondent is read as under:

Affidavit in evidence filed was filed by applicant and before cross-examination he died on 21.04.2021. Compassionate appointment was given to his son Sanjay Kumar. Now applicant's wife Basanti Devi & Sanjay Kumar, they do not want to continue his proceeding and they want to not press his case.

Upon that Smt. Basanti Devi and his son Sanjay Kumar write no objection.

By way of said application workmen representative requested not press above case.

I have heard both side and gone through the record.

In the light of the circumstances and above application the reference has become infructuous and stands answered accordingly.

Hence in the given circumstance the reference stands disposed of as of 'Nil' award.

Parties are left to bear their respective costs.

Dated: 03.02.2026

RAJENDRA PRASAD SRIVASTAVA, Presiding Officer

नई दिल्ली, 26 मई, 2026

का.आ. 1048.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार ओरिएंटल इश्योरेस कंपनी लिमिटेड के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारी के बीच अनुबंध में निर्दिष्ट केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय-1, धनबाद, पंचाट (रिफरेन्स नं.- 123/2003) को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 26.05.2026 को प्राप्त हुआ था।

[सं.एल-17012/20/2003-आईआर(एम)]

सलोनी, उप निदेशक

New Delhi, the 26th May, 2026

S.O. 1048.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (**Reference No. 123/2003**) of the **Central Government Industrial Tribunal cum Labour Court-1, Dhanbad** as shown in the Annexure, in the Industrial dispute between the employers in relation to **Oriental Insurance Co. Ltd** and **Their Workman** which was received along with soft copy of the award by the Central Government on 26.05.2026.

[No. L-17012/20/2003-(IR(M))]

SALONI, Dy. Director

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO.1,DHANBAD

In the matter of reference U/S 10 (1) (d)& (2A) of I.D.Act. 1947.

Reference Case No. 123/2003

Parties:

Employer in relation to the management of The Oriental Insurance

Co. Ltd., Jamshedpur

AND

Their Workman

Present: Shri Sachindra Kumar Pandey

Presiding Officer

Appearances:

For the Employers :- None.

For the workman :- None.

State : Jharkhand.

Industry:-Insurance

Dated 04/02/2026

AWARD

In exercise of powers conferred under clause (d) of sub-section (1) and sub –section (2A) of Section 10 of the Industrial Disputes Act, 1947 (14 of 1947), Government Of India through the Ministry of Labour, vide its Order

No. L-17012/20/2003 -IR(B-I) dated 27/11/2003 has been pleased to refer the following dispute between the employer i.e. management of The Oriental Insurance Co. Ltd., Jamshedpur and their workman, Sri Arjun Rajak for adjudication by this Tribunal:

SCHEDULE

“Whether the action of the management of the Oriental Insurance Company Ltd. in removing from the service and not regularising the services of Shri Arjun Rajak is justified? If not, 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-17012/20/2003 -IR(B-I) dated 27/11/2003 Government of India, Ministry of Labour, New Delhi for adjudication of the dispute, Reference case no. 123 of 2003 was registered on 15.12.2003 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.

4. 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 up after a long gap on 17.09.2021 and registered notices were issued to both the parties and workman/union appeared on certain dates but management failed to appear before this Tribunal. It transpires from the case record that Sri D. Mukherjee, Ld. Advocate for the workman appeared on 24.12.2025 and submitted that workman is not interested to contest the case so case may be closed.

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

6. Hence,

ORDERED

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

SACHINDRA KUMAR PANDEY, Presiding Officer

नई दिल्ली, 26 मई, 2026

का.आ. 1049.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार एलआईसी ऑफ़ इंडिया के प्रबंधन के संबद्ध नियोजकों और श्री वी. एस. एस. कृष्ण के बीच अनुबंध में निर्दिष्ट केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, चेन्नई, पंचाट (रिफरेंस नं.- 2/2022) को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 26.05.2026 को प्राप्त हुआ था।

[सं. जेड-16025/04/2026-आईआर(एम)-28]

सलोनी, उप निदेशक

New Delhi, the 26th May, 2026

S.O. 1049.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (**Reference No. 2/2022**) of the **Central Government Industrial Tribunal cum Labour Court, Chennai** as shown in the Annexure, in the Industrial dispute between the employers in relation to **LIC of India** and **Shri V. S. S. Krishna** which was received along with soft copy of the award by the Central Government on 26.05.2026.

[No. Z-16025/04/2026-(IR(M)-28]

SALONI, Dy. Director

ANNEXURE
BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL
TRIBUNAL- CUM - LABOUR COURT
CHENNAI
ID No. 2/2022

Present: SUSHIL KUMAR, PRESIDING OFFICER

Date: 17-03-2026

Shri V.S.S. Krishna,
S/o (Late) V.S. Siva Subramanian,
55/56, Anna Nagar First Cross,
Ponnammapet,
Salem – 636 001 : 1st Party/Petitioner

AND

The Senior Divisional Manager,
LIC of India,
Divisional Office,
Jeevan Prakash,
Johnsonpet,
Salem – 636 007 : 2nd Party / Respondent

Appearance:

For the 1st Party/Petitioner : Party in petitioner
For the Respondent : M/s C.K. Chandrasekar, Adv

AWARD

This petition under Section 2A of the Industrial Disputes Act, 1947 is directly filed by the Petitioner Mr. V.S.S. Krishna who worked as a Financial Services Executive (Contractual employee) in the Banking and Alternate Channel B &AC, Life Insurance Corporation of India CA Branch-70-B Salem Division of Respondent seeking to direct the Respondent Corporation to grant an amount of Rs. One Crore as Compensation for the illegal termination of his service.

On receipt of the above 2A application from the Petitioner, the dispute was registered as ID No. 2/2022, and due notices were issued to both the parties for their appearance and file statements. The claim petition and counter were filed by them, respectively.

The case was listed for filing of the Proof Affidavit and documents properly as per the claim statement by the petitioner up to 17.05.2023 and subsequent dates till 10.12.2025. No proper proof affidavit was filed by the petitioner, who did not appear continuously and on whose behalf no one appeared.

Ongoing 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 3 years. Since the Petitioner chose not to file proper 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, 25 मई, 2026

का.आ. 1050.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार पंजाब नेशनल बैंक के प्रबंधतंत्र, संबद्ध नियोजकों और उनके कर्मचारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय कानपुर के पंचाट (15/2017) प्रकाशित करती है।

[सं.एल-12012/91/2016-आई.आर.(बी- II)]

सलोनी, उप निदेशक

New Delhi, the 25th May, 2026

S.O. 1050.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref.15/2017) of the *Cent.Govt.Indus.Tribunal-cum-Labour Court Kanpur* as shown in the Annexure, in the industrial dispute between the management of Punjab National Bank and their workmen.

[No. L-12012/91/2016- IR(B-II)]

SALONI, Dy. Director

ANNEXURE

THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, KANPUR

ID Case No. 15 of 2017

Present Shri Rajendra Prasad Srivastava, H.J.S. (Retd.)

Shri Rahul Maurya S/o Shri Naresh Kumar Maurya,

R/o Chuna Bhatta,

Railway Colony,

Harrawala, Dehradun.

.....Workman

Vs.

1. The Branch Manager,

Punjab National Bank,

Garhi Cantt. Branch,

Dehradun-

2. The General Manager/HR

Punjab National Bank, Divisional Office,

At- I, Paltan Bazar,

Dehradun-

.....Management

(JUDGMENT)

(Passed on this 06th day of February, 2026)

As per reference letter dated 10/03/2017 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-12012/91/2016 (IR(B-II) dt. 10.03.2017. The dispute under reference relates to:

"Whether the action of the management of Punjab National Bank, Garhi Cantt., Dehradun is justified in terminating the services of Shri Rahul Maurya S/o Shri Naresh Kumar Maurya w.e.f. 31.10.2015 without following the provisions of Section 25-f of I.D. Act, 1947. If not, what relief the said workman is entitled to and from which date?"

Claimants/workman Shri Rahul Maurya (hereinafter stated as the claimant) has filed the statement of claim with averments which may be concisely stated as hereunder:

1. The applicant/labourer Shri Rahul Maurya, son of Shri Naresh Kumar Maurya, is a resident of Chuna Bhatta Railway Colony, Harra Wala, Dehradun, Uttarakhand and was appointed as a Safai Karamchari under Opposite Party No. 1 from 12/04/2014 and has been providing his services uninterruptedly under Opposite Party No. 1 since the date of appointment.
2. The applicant/worker started working with Opposite Party No. 1, the new branch of Punjab National Bank, Garhi Cantt, Dehradun, on 12/04/2014. The applicant/worker was appointed as a sweeper at Opposite Party No. 1, i.e., the Garhi Cantt branch, from the very beginning, i.e., from 12/04/2014.
3. The applicant/worker had been carrying out his duties responsibly as a sweeper under Opposite Party No. 1, and since it was a new branch, there was a shortage of staff, due to which, in addition to his duties as a sweeper, the applicant/worker also performed all the tasks of the branch that were required due to the shortage of staff and were asked by the branch manager, such as peon work and work outside the branch's work. The applicant/worker was also asked by the Branch Manager for which no separate payment was made to the worker, but the worker/applicant performed all those tasks as well.
4. At the time of appointment of the applicant/labourer, the opposite parties had told the applicant/labourer that the work of the applicant/labourer is of permanent nature as a Safai Karamchari, due to which on the basis of experience, he will be made permanent on the post of Safai Karamchari within 6 months. In relation to this fact, after 6 months during the work of the applicant/labourer, information was sent by the branch manager to the divisional officer Dehradun on 24/09/2014 for the permanent post of the applicant/labourer, but even after this, nothing was done by the opposite parties for the permanent post of the applicant/labourer and the applicant/labourer was told that you should continue doing your work, departmental work takes time and the applicant should continue taking work from the worker as Safai Karamchari.
5. From the date of appointment of the applicant/worker i.e. 12/04/14 till the date of dismissal i.e. 30/10/15, the applicant/worker continued to provide his services under the opposite parties and during the service period of the applicant/worker, the work of the applicant/worker was satisfactory and efficient, even after that the applicant/worker was terminated from service by the opposite parties without any information or notice, which was an arbitrary decision of the bank and hence was totally wrong.
6. During his service period, the applicant/worker was appointed as a cleaning worker, but due to shortage of staff, the applicant/worker used to do the work of peon, office worker or all other works which were required due to shortage of staff, on the instructions of the bank manager and he also used to do work outside the bank work for which the applicant/worker was never paid separately.
7. The applicant/labourer was engaged by opposite party no. 1 on 12/04/2014 as a Safai Karamchari and from that date till 31/10/2015, he worked continuously for more than 240 days in a calendar year as a Safai Karamchari and the post of Safai Karamchari for cleaning in every institution is of permanent nature. The work of the applicant was satisfactory during his service period but the opposite party dismissed the applicant/labourer from service on 31/10/15 without any prior notice which was a completely arbitrary order of the opposite party and is also a complete violation of Section 25F of the Industrial Disputes Act due to which the applicant/labourer is entitled to be replaced/appointed on his post i.e. the post of Safai Karamchari.
8. Please pass an order cancelling the order dated 31/10/15 of expulsion of the applicant/worker and reinstating/appointing the claimant/worker to the post of permanent sanitation worker.
9. Please pass an order to get the difference between the minimum wages and the minimum wages paid to the worker during his service period from the opponents.
10. Please pass an order to reinstate the worker in service with the salary from the date of his removal from service or the date of termination of service and all other consequential departmental benefits including back wages, salary arrears, interest, full salary and other benefits for the period of promotion and suspension.

Respondent had submitted the written statement with averments which may be summarized as stated below:

1. The claimant in the present case cannot be treated as a workman under Section 2 (s) of the Industrial Disputes Act, 1947. He was casual worker whose services were utilized as and when required for which he was duly compensated. The answering bank did not enter into any agreement with the claimant. Nor was any appointment letter issued to the claimant. Thus, the employer-employee relationship does not exist between the answering bank and the claimant. Section 2(k) of Industrial Disputes Act, 1947 provides that, industrial Dispute" means any dispute or difference between employers and employees, or between employers and workmen, or between workmen and workmen, connected with employment or non-employment or the terms of employment or with the conditions of labour, of any person. As such,

the alleged dispute so raised does not come under purview of Industrial Disputes Act, 1947 and thus cannot be treated as an industrial dispute under section 2(k) of ID act, 1947. In such, the present application so raised by the claimant is not maintainable in the eye of law and thus deserves to be dismissed at this stage itself.

2. The contents as stated in Para 1 of the claim statement are admitted to the extent of Name and Address of the Opposite party and rest of the claims are not admitted being wrong and misconceived. In reply, it is submitted that Shri Maurya was just a casual worker whose services were utilised as and when required for which he was duly paid. He has never worked on continuous basis. He was not a permanent employee of the answering bank and was never issued any appointment letter.
3. The pleas put in point no. 2 of the claim in the question are false hence totally refuted by the respondent bank. In reply, it is submitted that Shri Rahul Maurya was just casual worker whose services were utilized as and when required for which he was duly paid. He was never appointed by the bank, as no appointment letter was issued to him.

The contents as stated in Para 3 of the claim statement are false and denied. In reply, it is submitted that Shri Maurya was a casual worker for which he was duly paid; also it is denied that he was engaged in other works in the branch. He was utilized only for the work of a sweeper.

4. The contents as stated in Para 4 of the claim statement are admitted to the extent that the incumbent of Branch Office: Garhi Cantt. had merely recommended the name of Shri Rahul Maurya for the post of Part Time Sweeper (PTS). But the same does not fortify his claim for permanent absorption in bank's services. In our bank Part Time Sweepers are recruited through open competition i.e. on merit. Vacancies are advertised in newspaper as well as posted on the notice board of the branch. Applications are sought against these advertisements from eligible candidates. Thereafter, upon scrutiny of applications, candidates are shortlisted based on the selection criteria laid down by the bank. It is respectfully reiterated that Shri Rahul was just a casual worker whose services were utilized as and when required for which he was duly paid.
5. The version of the application brought in para 6 of the claim in question is mere reiteration of para 3, which has already been replied to. There never existed an employer-employee relationship between the bank and the claimant. It is incorrect to claim that Shri Rahul was "appointed" to the post of PTS.
6. It is therefore respectfully prayed that relief as sought by the claimant is untenable on the light of records and it is a fit case to pass negative award against the claimant by the Hon'ble Presiding Officer.

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. Paragraph 1 of the Respondent's written statement is false and misleading. The applicant/worker worked as a sweeper at the Bank branch in Garhi Cantt, Dehradun from 12.04.2014 to 30.10.2015. This is a permanent job and falls within the scope of labor under Section 2(S) of the Industrial Disputes Act. Consequently, the applicant is within the scope of an industrial dispute under Section 2(K) of the Industrial Disputes Act. He is competent to raise the matter before the Hon'ble Court.
2. Paragraph 2 of the Respondent's written statement is based on a citation from the Hon'ble Court and requires no comment.
3. Paragraph 3 of the Respondent's written statement is false and misleading. The applicant/worker was appointed as a sweeper by the Branch Manager and was regularly required to perform duties as a sweeper, in addition to those of a clerk and peon.
4. Paragraph 1 of the written statement is partially true and partially false. The applicant/worker served the opposing organization continuously for more than 240 days after joining until the date of termination.
5. Paragraph 2 of the written statement is completely false. The applicant/worker was hired by the branch manager for cleaning work. The applicant worked as a cleaning worker for more than 240 days continuously.
6. Paragraph 3 of the written statement is completely false and baseless. In addition to being a cleaning worker, the applicant also worked as a clerk and peon, which was what the bank manager told the applicant.
7. Paragraph 4 of the written statement is false. The applicant/worker was hired by the bank manager for cleaning work. The applicant performed his duties diligently, which were from the opening of the bank branch until closing. Due to which the bank management recommended the applicant's name so that the applicant could get the full benefits of the post of Safai Karamchari.

8. The statements made in paragraph 5 of the written statement are false and untrue. The applicant/worker has been working as a Safai Karamchari continuously since the first day of opening of the Punjab National Bank branch at Garhi Cantt, Dehradun, i.e., 12.04.2014 and due to shortage of staff, the branch manager also made me do the work of Daftri and peon.

After that applicant filed some documents which is read as under:

1. Letter regarding permanent appointed.
2. Some receipt of credit cash.
3. Birth certificate.
4. Permanent residence certificate.
5. Mark sheet of Junior High School.

After that applicant/workman filed application for summoning of documents.

In reply of that opposite party filed objection reply stated that application filed applicant in question has no relevance thus it liable to be treated down by the Hon'ble Tribunal in the interest of justice & fair play.

As per reference the main question is whether the action of the management of Punjab National Bank, Garhi Cantt., Dehradun is justified in terminating the services of Shri Rahul Maurya S/o Shri Naresh Kumar Maurya w.e.f. 31.10.2015 without following the provisions of Section 25-f of I.D. Act, 1947. If not, what relief the said workman is entitled to and from which date?

As per claim statement the workman claims he was appointed as a Safai Karmchari on 12/04/2014 and worked uninterruptedly until 31/10/2015. He alleges he completed more than 240 days of service in a calendar year and that his services were terminated without notice or compensation, violating Section 25-F of the Industrial Disputes Act, 1947.

The Management, in its written statement, denied any employer-employee relationship. They contended that the claimant was a casual worker engaged on a "need-basis" and paid accordingly. They further argued that no appointment letter was issued and that recruitment for Part-Time Sweepers (PTS) follows a formal merit-based procedure which the claimant did not undergo.

On perusal of the record, it found that on 17.05.2023 this Tribunal passed an order which is read as under:

"None appears on behalf of the claimant workman side in spite of repeated loud calls. On behalf of the O.P. side A.R. Shri Neeraj Sharma appears. For the ends of justice the petition dated 13.02.2019 is taken up for hearing on the basis of the averments mentioned in the petition and the averments stated in the counter from the submission on behalf of the O.P. side it is clear that O.P. side is ready to produce the payment vouchers. It is submitted by O.P. side that the claimant was engaged as casual sweeper and the O.P. management had never conferred any authority on the claimant to handle banking transaction, A.T.M. distribution work and cheque clearing work. It is further submitted that the letter dated 24.09.2014 is not traceable. In view of the submissions on behalf of the O.P. side the petition dated 13.02.2019 stands disposed of with observation that the matter of the production of the registers and the documents except the payment vouchers shall be dealt as per the spirit enshrined in section 164 of the Indian Evidence Act. Proceeding is fixed to 12.07.2023 for evidence of claimant side."

Despite multiple opportunities, the claimant has failed to produce cogent oral testimony or bring forth witnesses to substantiate the claim of daily attendance or the nature of instructions received from the Management.

The claimant submitted a birth certificate, residence certificate, and educational mark sheet. However, these documents only establish his identity and qualifications, not his employment. The "receipts of credit cash" filed do not sufficiently prove a monthly salary structure or continuous employment. No attendance register, salary slips, or appointment letter were produced to bridge the gap between "casual engagement" and "continuous service."

Mere pleadings in a statement of claim or rejoinder do not constitute evidence. In the absence of any substantive proof of working 240 days, the protections of Section 25-F cannot be invoked.

Since, the workman has failed to lead any sufficient oral or documentary evidence to prove the existence of a master-servant relationship or the completion of 240 days of continuous service, the Management's action cannot be termed unjustified or illegal.

After above discussion and averment applicant is failed to prove as stated in his claim statement that he had not given any oral evidence. By way of documentary evidence 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

Date: 06.02.2026

नई दिल्ली, 26 मई, 2026

का.आ. 1051.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार एलआईसी ऑफ इंडिया; सिबा प्रसाद बिस्वाल; मेसर्स घोषाल एंड कंपनी के प्रबंधन के संबद्ध नियोजकों और श्री सुजॉय बिट के बीच अनुबंध में निर्दिष्ट केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, आसनसोल, पंचाट (रिफरेन्स नं.- 26/2019) को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 26.05.2026 को प्राप्त हुआ था।

[सं.एल-17012/11/2017-आईआर(एम)]

सलोनी, उप निदेशक

New Delhi, the 26th May, 2026

S.O. 1051.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (**Reference No. 26/2019**) of the **Central Government Industrial Tribunal cum Labour Court, Asansol** as shown in the Annexure, in the Industrial dispute between the employers in relation to **LIC of India; Siba Prasad Biswal; M/s Ghoshal & Company** and **Shri Sujoy Bit** which was received along with soft copy of the award by the Central Government on 26.05.2026.

[No. L-17012/11/2017-IR(M)]

SALONI, Dy. Director

ANNEXURE

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

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

REFERENCE CASE NO. 26 OF 2019

PARTIES: Sujoy Bit
Vs.

- (1) LIC of India, Divisional Office, Asansol
- (2) Siba Prasad Biswal, Contractor
- (3) M/s. Ghoshal and Company, Contractor

REPRESENTATIVES:

For the Workman: Mr. P. K. Goswami, Advocate.
For Opp. Party No.1: Mr. Ashis Mukherjee, Advocate.
For Opp. Party No.2: None.
For Opp. Party No.3: None.

INDUSTRY: Insurance.
STATE: West Bengal.
Dated: 02.02.2026

AWARD

In exercise of powers conferred under clause (d) of Sub-section (1) and Sub-section (2A) of Section 10 of the Industrial Disputes Act, 1947 (14 of 1947), the Government of India through the Ministry of Labour, vide its Order **No. L-17012/11/2017-IR(M)** dated 17.06.2019 has been pleased to refer the following dispute between the employer, that is the Management of (1) Life Insurance Corporation of India, Divisional Office, Asansol, (2) Siba Prasad Biswal, Contractor Firm, and (3) M/s. Ghoshal and Company, Contractor Firm and their employee for adjudication by this Tribunal.

SCHEDULE

“ Whether the claim vide letter dated 5.7.2016 and 28.12.2016 of Shri Sujoy Bit, worker against 'Ghoshal & Co./ 'Shri Siba Prasad Biswal', contractor under the management of LIC of India, Divisional Office, Asansol that they stopped him illegally from work since May, 2016 under ID Act, 1947 is proper, fair, just and legal under ID Act, 1947? If yes, what relief the disputant is entitled to and from which date? What other directions, if any, are necessary in the matter? ”

1. On receiving Order **No. L-17012/11/2017-IR(M)** dated 17.06.2019 from the Government of India, Ministry of Labour, New Delhi for adjudication of the dispute, a Reference case was registered on 21.06.2019 and an order was passed for issuing notice to the parties through registered post, directing them to appear and submit their written statements along with relevant documents in support of their claims.
2. On failure of conciliation, the Government of India initially did not refer the Industrial Dispute to this Tribunal. The aggrieved workman preferred Writ Petition No. 1408(W) of 2018 before the Hon'ble High Court at Calcutta. An order dated 18.09.2018 was passed by the Hon'ble High Court and the appropriate government in compliance of the order referred the Industrial Dispute before this Tribunal for adjudication. Petitioner workman asserted his entitlement to regularization under Life Insurance Corporation of India at Asansol (hereinafter referred to as LIC, Asansol).
3. Mr. Siba Prasad Biswal, Contractor and Mr. Joydev Ghoshal representing M/s. Ghoshal and Company appeared before the Tribunal on three successive dates but did not file any written statement nor did they participate in the proceeding. Sri Sujoy Bit filed written statement on 11.08.2021. The facts of the case as disclosed in the written statement of the workman is that the Divisional office of LIC, Asansol engaged workers since the year 2000 for different jobs through same contractor. Sujoy Bit was engaged as a Peon at LIC, Asansol on 01.12.2010 through Siba Prasad Biswal, a contractor. He worked for 243 days in the year 2013, 247 days in the year 2014 and 240 days in the year 2015, directly under LIC, Asansol the principal employer. In order to avoid giving permanent employment to the workman by way of regularization, the management of LIC, Asansol disputed the number of days of attendance. The workman completed more than 240 days of work under LIC in the year 2013, 2014 and 2015 but the management of LIC, Asansol without any prior information stopped the workman from duty w.e.f. 16.05.2016 along with another workman and the rest similarly situated workmen were permitted to continue their job. The act of management towards Sujoy Bit is illegal, unfair and unjust. The workman being aggrieved by the act of the management raised a dispute before the Assistant Labour Commissioner (C), Asansol but the conciliation proceeding ended in a failure. The Ministry of Labour and Employment, Government of India did not refer the matter for adjudication before the Tribunal. The workman filed a Writ Petition No. 1408(W) of 2018 before the Hon'ble High Court at Calcutta. On 18.09.2018 the Hon'ble High Court passed an order directing the government to refer the dispute before the Tribunal for adjudication. The workman contended that the management of LIC, Asansol in connivance with the contractor, in an illegal and arbitrary manner stopped him from his employment w.e.f. 16.05.2016 under the veil of shortage of attendance and thereby deprived the workman from legitimate demand for regularization. In the instant case the workman in his written statement has prayed for passing an award, directing the management of LIC to regularized him in service of LIC, Asansol.
4. Management of LIC, Asansol contested the Industrial Dispute by filing written statement on 11.01.2023. The fact of the management's case as disclosed in the written statement is that Sujoy Bit was engaged to work under LIC, Asansol through M/s. Siba Prasad Biswal, a contractor firm at LIC, Asansol on payment of daily wages. The said workman is not a direct employee of LIC, Asansol and payment of wage used to be made by Siba Prasad Biswal as per Bills submitted by the contractor for supply of labourers. The arrangement continued up to May 2016. Thereafter, LIC, Asansol had asked the contractor firm to submit some documents related to Employees' State Insurance (hereinafter referred to as ESI) and Employees' Provident Fund (hereinafter referred to as EPF) contributions made for the benefit of labourers supplied by him but the contractor firm failed to submit the documents and discontinued supplying labourers. On 11.08.2016 LIC, Asansol received a letter from the Regional Labour Commissioner (C), Asansol for appearance before Regional Labour Commissioner (C), Asansol on 22.08.2016 for a

hearing in connection with the claims of Sujoy Bit. LICI, Asansol received photocopies of work record of Sujoy Bit since year 2013 and was asked to respond to such work records after verification as to whether Sujoy Bit worked for 240 days in a calendar year. LICI, Asansol verified such documents at their office and found that Sujoy Bit worked for 192 days in the year 2013, 210 days in the year 2014, and 183 days in the year 2015 and also pointed out that Sujoy Bit increased the number of days worked by him by way of manipulating and forging the records. After considering all such matters it was opined that the disputed workman failed to prove that he had worked continuously for 240 days in the preceding 12 calendar months to enable him to avail the remedies under the I.D. Act, 1947. Against the order the workman had filed a Writ Petition before the Hon'ble High Court at Calcutta bearing Writ Petition No. 1408 (W) of 2018, where the Hon'ble High Court set aside the order of Regional Labour Commissioner (C), Asansol and issued a direction upon the appropriate government to pass order. Thus, the Ministry of Labour and Employment, Government of India referred the said Industrial Dispute for adjudication by this Industrial Tribunal.

5. In order to establish his claim Sujoy Bit examined himself as Workman Witness No. 1 and filed an affidavit-in-chief, claiming that he worked for more than 240 days under LICI, Asansol in three consecutive years i.e., 2013 to 2015 and the attendance of the workman was certified by the Manager (Estate) LICI, Asansol. Photocopies of the attendance Sheets have been produced by Sujoy Bit as Exhibit W-1 (series), W-2 (series - with objection) and W-3 (series - with objection). He denied that he worked for only 192 days in the year 2013, 210 days in the year 2014 and 183 days in the year 2015. He also denied that the documents produced by him are forged and fabricated and claimed that his engagement was directly under the management of LICI, Asansol.

6. In course of cross-examination by the management of LICI, the workman witness deposed that in his application before Regional Labour Commissioner (C), Asansol he stated that he was engaged directly under LICI, Asansol management and at a later stage admitted that LICI, Asansol did not issue any letter of appointment to him nor any letter of termination was issued by LICI, Asansol. The witness deposed that he received salary for the year 2013, 2014, 2015 from Siba Prasad Biswal, contractor and not from LICI, Asansol. He denied that he claimed relief from M/s. Ghoshal and Company and Siba Prasad Biswal, contractor firms for having worked with LICI, Asansol from 2013 to 2015. The contractor firm did not refute the claim that the workman was employed for more than 240 days each year from 2013 to 2015.

7. Mr. Atish Kumar Das, Manager-OS, LICI, Asansol, adduced evidence on behalf of the management of LICI, Asansol as Management Witness No. 1. He filed an affidavit-in-chief in support of the management's case. The witness denied the claim made by the workman. According to the management witness, Sujoy Bit was engaged as a daily wager through Siba Prasad Biswal, a contractor at LICI, Asansol and payments used to be made to Siba Prasad Biswal as per Bills submitted by him for supply of labourers. The arrangement continued up to May, 2016. The contractor failed to produce documents related to ESI and EPF contributions of labourers engaged by him. Since he failed to do so the contractor discontinued supply of labourers. According to the management witness, the workman never worked for 240 days in a calendar year and on verification of documents of Sujoy Bit it was revealed that he worked for 192 days in the year 2013, 210 days in the year 2014, and 183 days in the year 2015. It is stated that the workman was never engaged directly as a staff under LICI, Asansol and he was a contractual worker engaged through M/s. Ghoshal and Company and Siba Prasad Biswal, contractor firms. The engagement of contract labourers was as per tender and the contractor used to pay the labourers as per their norms. Management has produced only one document i.e., a copy of the statement regarding attendance of Sujoy Bit in LICI, Asansol for the year 2013, 2014 and 2015, which have been collectively marked as Exhibit M-1.

8. In course of cross-examination the witness deposed that he did not verify the statement of attendance of Sujoy Bit which has been produced as Exhibit W-1 (series) as well as the attendance sheet of the concerned person prepared on the basis of office record and produced as Exhibit M-1. Witness denied the suggestion that Sujoy Bit was illegally terminated from service of LICI, Asansol. Witness went ahead to state that the contract with Siba Prasad Biswal was not renewed for which the work of Sujoy Bit was discontinued.

9. Mr. P. K. Goswami, learned advocate for the workman advancing his argument submitted that Sujoy Bit was engaged as a Peon at LICI, Asansol as a contractual worker, outsourced through M/s. Ghoshal and Company and Siba Prasad Biswal, two contractor firms which provided contractual employees to LICI, Asansol for performing sundry work. The workman rendered continuous service to LICI, Asansol from 2013 to 2015 and was employed for more than 240 days every year. His employment under LICI, Asansol was terminated from 16.05.2016 in an unlawful manner. Learned advocate further submitted that the workman should be reinstated in the service of LICI, Asansol as he used to work under the supervision of management of LICI, Asansol and monthly payment used to be made by LICI, Asansol. Learned advocate relied upon Exhibit W-1 to W-3 for the purpose of the number of days of his employment under LICI, Asansol from 2013 to 2015. It is claimed that the workman served LICI, Asansol for 243 days in the year 2013. Exhibit W-1 (series) are the attendance sheets of the workman duly certified by the officials of LICI, Asansol. Similarly, the workman performed work of 247 days in the year 2014 which would be evident from Exhibit W-2 (series) and he rendered service for 244 days in the year 2015 in support of which he filed Exhibit W-3 (series). Learned advocate for the workman argued that this is the fit case where Sujoy Bit should be reinstated in the employment of LICI, Asansol and he should be paid retrenchment compensation for his service for the year 2013, 2014 and 2015.

10. Admittedly, Sujoy Bit worked as a contract labourer under LICl, Asansol and the contractor firms, M/s. Ghoshal and Company and Siba Prasad Biswal who were served with Notice of this Reference. Initially, Siba Prasad Biswal and Joydev Ghoshal appeared before this Tribunal on 31.07.2019, 15.10.2019 and 17.12.2019 but did not submit any written statement in support of their respective cases nor did they file any terms of contract in support of terms and conditions under which a contract labourer was provided to LICl, Asansol and the reason why the contractual worker was terminated from his service. In the written statement Sujoy Bit has claimed to have rendered service for more than 240 days in the year 2013 to 2015 but the contractor firms did not deny the same.

11. Mr. Ashis Mukherjee, learned advocate appearing for LICl, Asansol argued that though the workman worked under LICl, Asansol he was a daily wage labourer deputed through different contractor firms namely Siba Prasad Biswal and M/s. Ghoshal and Company. The workman was working under the supervision of the contractor firms and payments used to be made by the contractor firms, not by LICl, Asansol. Therefore, the workman is not entitled to any relief from the management of LICl, Asansol. The contractor firm discontinued supply of labourers from May, 2016. It is further argued that the workman worked for less than 240 days in the preceding years 2013, 2014 and 2015 and the Industrial Dispute is liable to be dismissed.

12. The primordial question in the Reference is whether the claim of Sujoy Bit in his letter dated 05.07.2016 and 28.12.2016 against Siba Prasad Biswal and M/s. Ghoshal and Company, the contractor firms that they stopped his employment illegally since May, 2016 is proper, fair and legal under the I.D. Act, 1947.

13. I have considered the case of the workman and the management of LICl, Asansol, set out in their respective pleadings and analytically examined the materials on record in the light of rival arguments advanced by the learned advocates for the workman and management. In course of adducing evidence none of the parties made any attempt to produce copies of letters dated 05.07.2016 and 28.12.2016 issued by Sujoy Bit. On a perusal of the Order of Reference dated 17.06.2019, I find that the Under Secretary to the Government of India, Ministry of Labour and Employment enclosed the copies of letters dated 05.07.2016 and 28.12.2016 issued by Sujoy Bit addressed to the Deputy Labour Commissioner (C), Asansol. In the said letter the workman ventilated his grievance that in the month of October, 2010 he was engaged by M/s. Ghoshal and Company, contractor firm to work as a peon at LICl, Asansol but his name was thereafter omitted and he was again engaged at LICl, Asansol through another contractor firm, Siba Prasad Biswal. ESI and EPF documents were sought for from the contractor firm in respect of the contract labourer and when the contractor firm refused to comply, he was illegally stopped from performing any work at LICl, Asansol from May, 2016. The workman thereafter ventilated his grievance against LICl, Division Office, Asansol for discontinuation of his work. From the cross-examination of the Workman Witness No.1, it appears that the workman in his application before the Regional Labour Commissioner (C), Asansol, stated that he was employed directly under LICl management. Though the workman claimed that the management of LICl, Asansol appointed him for his service and he was unable to produce letter of appointment, in the cross-examination he gave out the truth that LICl, Asansol did not issue any letter of appointment or letter of termination addressed to him. It further transpires from his evidence that he received his payment for the year 2013 to 2015 from Siba Prasad Biswal, contractor firm and not from LICl, Asansol. Therefore, the workman has failed to establish any employer-employee relationship between him and LICl, Asansol. Since Siba Prasad Biswal, the contractor firm did not appear to contest the claim of the workman, it may be presumed that a contractor firm has nothing to deny that the workman was deployed by the contractor firm and responsibility rests on them to compensate the workman for any abrupt and illegal termination from service. Mr. Atish Kumar Das, Management Witness No. 1 for LICl, Asansol in his evidence-in-chief deposed that Sujoy Bit was a contractual labourer working at LICl, Asansol, outsourced through M/s. Siba Prasad Biswal and he is not working since May, 2016. It further transpires from his evidence that Sujoy Bit used to work according to the direction of departmental head at the relevant time and was engaged for cleaning tables and rooms, serving water to the employees, carrying files from one department to other. Payments were made through Siba Prasad Biswal who used to raise monthly bills for the contractual employees and the contractor firm use to disburse payment to their workmen. He further stated that management of LICl, Asansol did not have any direct control over Sujoy Bit. During cross-examination of management witness there was no attempt on the part of learned advocate for the workman to controvert the evidence of management witness. The witness in cross-examination stated that he did not verify the attendance sheets of Sujoy Bit which have been produced as Exhibit W-1 (series) as well as the attendance statement of the concerned workman prepared on the basis of office records which has been produced as Exhibit M-1. Management witness in his concluding statement denied the suggestion that Sujoy Bit was illegally stopped from service of LICl, Asansol. He went further to deposed that the contract of Siba Prasad Biswal was not renewed for which the work of Sujoy Bit was discontinued.

14. From the evidence discussed above it is clearly established that Sujoy Bit was not a direct employee of LICl, Asansol. He was engaged for manual works through contract firm. The supervision and control over the workman were with Siba Prasad Biswal, the contractor firm and payments were also made through the contract firm. The case of the management of LICl, Asansol is that since the contract firm discontinued supplying labourers, the workman had no occasion to serve LICl, Asansol. No Muster Roll of the workman has been maintained by LICl, Asansol during his period of work. Therefore, the workman is not entitled to any relief of reinstatement under LICl, Asansol for stoppage of his contractual employment since May, 2016.

15. In the case of **Biju Pattnaik Biman Bandar Thika Mazdoor Sangha Vs. The Director, Airport Authority of India and Others [2025 LLR 1194 (Ori. HC)]**, while considering the question of control and supervision of the workman engaged under different contractor firm from time to time, the Hon'ble High Court of Orissa held that if a contract labourer is supplied by the contractor, even if he worked as per the direction, supervision or assignment of work by the management in the field, that does not entitle him to be treated as an employee of the principal employer. Furthermore, the initial burden of proof is on the workmen to establish that they were performing duties under the direction of the principal employer and they were paid salary by the principal employer. The workman might have been working continuously for a long period but the fact remains that they were working under the contractor firm. The Hon'ble High Court while deciding the aforementioned case placed reliance upon the decision of the Hon'ble Supreme Court of India in the case of **International Airport Authority of India Vs. International Air Cargo Workers' Union and Another [2009 (13) SCC 374]** in which it is observed :

“ if the contract is for supply of labour, necessarily, the labour supplied by the contractor will work under the directions, supervision and control of the principal employer but that would not make the worker a direct employee of the principal employer, if the salary is paid by contractor, if the right to regulate employment is with the contractor, and the ultimate supervision and control lies with the contractor.

The principal employer only controls and directs the work to be done by a contract labour, when such labour is assigned /allotted /sent to him. But it is the contractor as employer, who chooses whether the worker is to be assigned /allotted to the principal employer or used otherwise.”

In view of the observation of the Hon'ble Supreme Court of India, it is clear that if a contract labourer is supplied by the contractor, even if he works as per the direction, supervision or assignment of work by the management in the field, that does not entitle him to be treated as an employee of the principal employer / management.

16. In the instant case the fact and circumstances clearly reveal and establish that Sujoy Bit was under the control and supervision of Siba Prasad Biswal, the contractor firm during the year 2013 to 2015 and the mode of payment of wages of the workman was also through the contractor firm. Management witness has deposed that Siba Prasad Biswal used to raise monthly bills for the contractual labourers and the contractor firm used to disburse payments to the workers. This evidence of management witness has not been refuted. The evidence on record brings out the fact that the workman was deployed through the contractor and the control and supervision of the workman remained with the contractor firm, on whose direction the engagement of the workman was discontinued since May, 2016. Sujoy Bit is therefore not entitled to any relief of reinstatement under LICI, Asansol nor is he entitled to any retrenchment compensation from LICI, Asansol under Section 25-F of the I.D. Act, 1947. Section 2(oo) of the I.D. Act, 1947 defines the term “*retrenchment*” which 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 the instant case according to the management of LICI, Asansol there has been no renewal of contract for supply of labourers to LICI, Asansol by Siba Prasad Biswal since May, 2016. Therefore, disengagement of Sujoy Bit from his work at LICI, Asansol does not amount to a retrenchment of the workman by LICI, Asansol as per provision of Section 2(oo)(bb) of the I.D. Act, 1947. The workman, an employee of Siba Prasad Biswal at best, is entitled to retrenchment compensation from the contractor firm, M/s. Siba Prasad Biswal for termination of his service by the immediate employer w.e.f. May, 2016, which shall be equivalent to fifteen days' average pay for every completed year of continuous service rendered by him during the years 2013, 2014 and 2015 at the rate of his pay received from the contractor firm along with an amount equivalent to one month's pay from the contractor firm for non-issuance of Notice of termination.

Hence,

ORDERED

that the Industrial Dispute is dismissed in respect of Life Insurance Corporation of India, Divisional Office, Asansol on contest and allowed ex parte in part against Siba Prasad Biswal, contractor firm which shall pay the retrenchment compensation to Sujoy Bit, equivalent to fifteen (15) days' average pay for every completed year of continuous service rendered by him for the years 2013, 2014 and 2015 and shall further pay him the wage of one (1) month in lieu of Notice of retrenchment / termination as per Section 25-F of the Industrial

Disputes Act, 1947. The contractor firm is liable to make payment of all such amount within one (1) month from the date of communication of the Award. Let an award be drawn up in light of my above findings. Let copies of the Award in duplicate be sent to the Ministry of Labour, Government of India, New Delhi for information and Notification.

ANANDA KUMAR MUKHERJEE, Presiding Officer

नई दिल्ली, 25 मई, 2026

का.आ. 1052.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार पंजाब नेशनल बैंक के प्रबंधतंत्र, संबद्ध नियोजको और उनके कर्मकारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय कानपुर के पंचाट (02/2015) प्रकाशित करती है।

[सं.एल-12012/63/2014-आई.आर.(बी- II)]

सलोनी, उप निदेशक

New Delhi, the 25th May, 2026

S.O. 1052.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. 02/2015) of the *Cent.Govt.Indus.Tribunal-cum-Labour Court Kanpur* as shown in the Annexure, in the industrial dispute between the management of Punjab National Bank and their workmen.

[No. L-12012/63/2014- IR(B-II)]

SALONI, Dy. Director

ANNEXURE

THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, KANPUR

ID Case No. 02 of 2015

Present Shri Rajendra Prasad Srivastava, H.J.S. (Retd.)

Shri Dharmendra Kori, S/o Shri Nathoo Kori,

H. No. 306, Sagar Gate, Badagaon Gate, Distt. Jhansi-.

.....Workman

Vs.

1. The Branch Manager,
Punjab National Bank, Mauranipur Branch,
Jhansi.
2. The Regional Manager,
Punjab National Bank, Regional Office,
Kanpur Road,
Jhansi- 284128.

.....Management

(JUDGMENT)

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

As per reference letter dated 18/12/2014 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-12012/63/2014 (IR(B-II) dt. 18.12.2014. The dispute under reference relates to:

"Whether the action of the management of Punjab National Bank, Jhansi in terminating the services of Shri Dharmendra Kori S/o Shri Nathoo Kori workman, with effect from 13.03.2013 is just fair & Legal? What relief the workman concerned is entitled to?"

Claimants/workmen Shri Dharmendra Kori (hereinafter stated as the claimant) has filed the statement of claim with averments which may be concisely stated as hereunder:

1. The claimant worker is a Harijan person from a poor family and his educational qualification is B.Com and the claimant worker had applied for the post of Business Facilitator on 04-01-2011 with the opposite party no.1.
2. After the application of the claimant worker, the opposite party interviewed the claimant worker and after the interview, the opposite party no.2 granted him approval for the said post on 07-02-2011.
3. At the time of appointment of the claimant worker, Opponent No. 1, under the direction of Opponent No. 2, made him execute a Memorandum of Understanding on a stamp paper of Rs. 200/-.
4. After completing all the departmental formalities, the claimant worker started working under the Opponents.
5. At the time of appointment of the claimant worker, the Opponents made the applicant worker deposit a moving security amount of Rs. 10,000/- which was made in favour of the Opponents.
6. During the employment of the claimant worker, the Opponents made the applicant worker perform all the clerical departmental work such as posting of clerks, withdrawal payments, preparation of passbooks, preparation of account statements, TDS etc. Certificate making, scanning, loading, verification, and account verification are all tasks that the claimant worker has been performing as a permanent employee.
7. The claimant worker, being a B.Com graduate, has been performing each task assigned by the opposite parties with great dedication, hard work, and honesty, against which the opposite parties have never complained, and the opposite parties have not issued any notices, warning letters, charge sheets, etc. to the plaintiff during his employment.
8. The opposite parties have been paying the claimant worker the stipulated amount for each task performed in accordance with the terms of the MOU, due to which the plaintiff worker has been paid a salary ranging from Rs. 3500 per month for moving to Rs. 8000 per month for moving.
9. The claimant worker was unfairly dismissed from service by the opposite parties, acting out of malice towards him, by issuing an oral termination order on 13-03-2013.
10. The opposite parties did not conduct any investigation before terminating the claimant worker, nor was any charge sheet served on the claimant worker, and terminated his services without any charge sheet, even though the claimant worker was a permanent employee of the opposite parties.
11. The opposite parties took unilateral action against the claimant worker, and without providing any opportunity for defence, unfairly and unauthorized dismissed him from service. This clearly demonstrates that the opposite parties have blatantly violated the rules and provisions of the Industrial Disputes Act, 1947, which is legally unjust and contrary to the principles of justice. The said termination order is liable to be set aside.
12. Therefore, Sir, it is requested that the order dated 13-03-2013 of termination of service of the claimant worker by the opposite parties be cancelled and the claimant worker be reinstated by the opposite parties with all the benefits.

Respondent had submitted the written statement with averments which may be summarized as stated below:

1. The service conditions of the workman employees in the banking industry including the answering Bank are governed by the Bipartite Settlements, Shastry Award, & Desai Award. The present issue is liable to be dismissed since the claimant was not a permanent employee of the Bank but he was engaged as a Business Facilitator as part of Financial Inclusion initiative of Bank. He has never been appointed on a permanent post following the recruitment process of the Bank, rather he was engaged as a Business Facilitator purely on a contractual basis for a fixed period of one year, which was further extended by one year on the recommendations of BO: Mauranipur, without any promise to regularize This service as a permanent employee. The terms and conditions of engagement of any person / organization as Business Facilitator are regulated by the guidelines circulated vide Bank's Circular No. 15/2011 dated 16.03.2011. Vide this Circular, The individual / organization shall be selected as BF initially for a period of one year. Performance of BF will be reviewed on quarterly basis and in case the performance is not found satisfactory, their services may be terminated prior to the period of contract. The period of contract can be further extended by one year at a time, subject to their satisfactory performance and review by the Bank and at the discretion of the Bank. The claimant was well aware of this clause since he had signed a MOU dated 07.02.2011 with the Bank with regard to all the terms & conditions of his engagement as Business Facilitator. It was clearly stated in this MOU that any staff engaged by the

claimant would be under his employment supervision and control. Further, it was also mentioned that BF shall not set up defence or claim in any plaint, petition, complaint, written statement, application to the effect that the personnel engaged by the BF/BC are the employees of the Bank. The claimant being a Business Facilitator, served as 'Pass through Agents' for financial services, as per his responsibilities enumerated in the MOU signed by him with the answering Bank. The claimant was never appointed by the Bank as alleged by him through the regular process of employment and no appointment letter was ever issued to him. He was not getting any monthly salary from the Bank for rendering his services. Thus the claimant was not an employee of the answering Bank as neither his terms of employment were governed by various Bipartite Settlements, Sastry & Desai Awards nor he was paid salary by the answering Bank for the work done by him. He was just getting incentives for the services rendered by him on contractual basis. Thus, the primary requirement of master servant relationship is lacking in the present claim. As such, the claimant cannot be treated as workman as per Section 2(s) of Industrial Disputes Act, 1947. Hence, the present dispute so raised cannot be treated as an industrial dispute under Section 2 (k) of the ID Act, 1947. In the matter, Lord Krishna Textile Mills/National Textile Corporation Ltd Vs Rampal Singh [2015(146) FLR 836 DELHI HIGH COURT], it was held that the Tribunal is competent to decide only on disputes which come under the definition of section 2 (k) and 2-A of Act. Thus, the present dispute is not maintainable in the eyes of law and deserved to be dismissed at the very outset.

2. The claimant does not hold any grounds to raise the alleged issue in this Hon'ble Forum. Vide MOU dated 17.02.2011, signed by the claimant with the answering Bank, it was clearly mentioned under the caption, "Dispute Resolution", that all disputes between the parties hereto pertaining to or arising out of this MOU shall be settled by the parties in accordance with the Arbitration and Conciliation Act 1996 as amended from time to time and shall be subjected to exclusive jurisdiction of courts at New Delhi. Hence, the claim is liable to be rejected by the Hon'ble Presiding Officer.
3. The onus of proof lies on the claimant to prove his appointment on a permanent post in the Bank. In the matter, Hon'ble Supreme Court, Chief Soil Conservator, Punjab Vs G. Singh [2009-III-LLJ-352 (SC)], it was held that it is for the workman and not for the department to prove that he had completed 240 days of work in the 12 months preceding the date of alleged termination. Till date, the claimant has not produced any appointment letter issued by any competent authority against permanent post in the Bank. The claimant was on commission based contractual assignment, which was always subject to the satisfaction of the parties to the agreement. Further, he was well aware of his contractual appointment for a fixed period of time since he had signed the MOU dated 17.02.2011 with the Bank. The claimant herein has himself confessed that he was engaged as Business Facilitator for which he was duly compensated. Thus, no dispute rests with claimant that need to be addressed and in the absence of any statutory provisions, he has no right to be considered for regularization in any manner. This aspect has been considered by the Apex Court in State of Karnataka v. Uma Devi MANU/SC/1918/2006: AIR 2006 SC 1806, wherein it was held, 'If it is a contractual appointment, the appointment comes to an end at the end of the contract, if it were an engagement or appointment on daily or casual basis, the same would come to an end when it is discontinued.
4. At the outset it is made clear that as per financial inclusion project & in the light of circular no. 15 of 2011, memorandum of understanding executed by applicant after giving application at base branch Mauranipur, his engagement as business facilitator (individual) was approved for a period of one year w.e.f. 07/02/2011 by the competent authority of the bank on incentive basis and after passing said period contract was renewed for a further period of one year from the due date.
5. Shri Dharmendra Kori submitted his application on prescribed application format along with the relative documents to our B/O Mauranipur for engagement as Business Facilitator (Individual). BM, B/O Mauranipur forwarded his application to Circle Office, Jhansi. On the recommendation of the Base branch BO: Mauranipur, Shri Dharmendra Kori was approved for engagement as Business Facilitator (Individual) at Base branch, Mauranipur. In terms of the MOU executed by the claimant himself wherein it was clearly specified that the engagement of BF/BC would be initially for a period of one year from 07.02.2011 and renewable for a further specified period on satisfactory performance and as mutually agreed by the above parties. Thus, it is amply clear that the nature of engagement of the claimant was purely contractual in nature.
6. As the claimant was found suitable in the interview held for the purpose, he was approved, vide Bank's letter dated 07.02.2011, as the Business Facilitator at the respondent Bank's Mauranipur Branch, District Jhansi subject to terms and conditions in MOU executed by the claimant himself wherein it was clearly specified that the engagement of BF/BC would be initially for a period of one year from 07.02.2011 and renewable for a further specified period on satisfactory performance and as mutually agreed by the above parties. He was paid remuneration on mutually agreed rates for discharging his duties as business facilitator. That, on the basis of recommendation of BO: Mauranipur for renewal of the claimant's

contract and after reviewing his performance, the authorities had approved the renewal of term of contract of said BF for a further period of one year from the due date. That the claimant was quite aware of the renewal of his contract as business facilitator.

7. The contents as stated in Para 4 to 8 of the claim are denied being misconceived. In reply the management submits that the engagement of claimant as Business Facilitator was on a contractual basis for a period of one year w.e.f. 07.02.2011, after completing all the requisite formalities. However, as stated hereinabove in preliminary objections, no employer-employee relationship existed between the answering bank and the claimant. The MOU signed by the claimant was on principle to principle basis, under a financial inclusion scheme floated by the Bank. He was never asked to perform the duties of clerical staff at any point of time and further he was given only commission / incentives for the work performed by him as per the job responsibilities assigned to the profile of Business Facilitator. He was never paid any salary as alleged by him.
8. The contents as stated in Para 16 are vehemently denied being wrong and misconceived.
9. Prayer as brought in claim in question is liable to be rejected in the light of given true facts.

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 paragraphs 1 and 2 of the respondent's written statement/reply only admit that the banking industry is governed by Parties Settlements, the Shastri Award, and the Desai Award. The rest is rejected. Paragraph 508 of the Shastri Award defines the various types of workers in the banking industry, as follows:
 - (a) Permanent Employees
 - (b) Provisional Employees
 - (c) Temporary Employees
 - (d) Part-Time Employees
2. Beyond these four types of employees, no other type of employee is envisaged in the banking industry. The respondent has not specified in its written statement which category a Business Facilitator employee falls under. The plaintiff's duties are the same as those of a permanent bank employee, such as preparing passbooks, making deposits and withdrawals, inquiring about loan recovery, filling out forms, and assisting the branch manager in disbursing loans. No one except the Branch Manager knows where the bank requires signatures to obtain a job. The bank did not pay the employee after the work was completed, but instead paid him incentives, a clear violation of the Industrial Disputes Act.
3. All the statements made in paragraph 3 of the O.P. written statement are unacceptable. The Opposite party bank's claim that the applicant must prove he is a permanent employee is ridiculous. The applicant performed all the tasks a permanent employee performs; the bank has proof of his work. It is the bank's responsibility to provide it.
4. What is stated in paragraph 4 of the defendant's written statement is incorrect. The claimant worker performed all the tasks prescribed by the defendant, in addition to any other tasks ordered by the branch manager. Wherever he was sent by the bank, all orders came from the regional office in Jhansi.
5. The statement made in paragraph 5 of the opposite party written statement is unacceptable. He has worked continuously for two years, making him subject to all the bank's rules and regulations. In fact, if he commits a mistake, he is issued a charge sheet and given time to present his explanation. However, by coining the term "renewal," the respondent is committing a unique act of unfair labour practice.
6. The statements made in Paragraph 6 of the opposite party written statement do not require comment.
7. The statements made in Paragraph 7 of the opposite party written statement as written are not acceptable. The true fact is that while in the service of the bank, he performed all the duties that are required in the bank. Therefore, there was an employer-employee relationship and he was not even paid his full salary.
8. The facts given in the statement of claim are reiterated.

After that applicant filed some documents which is read as under:

1. Approval by the Chief Manager (7-02-2011)
2. Approval by the Chief Manager (14-02-2011)
3. Punjab National Bank Deposit Receipt

4. Memorandum of Understanding in 10 paragraphs
5. Confidentiality Agreement

In rebuttal opposite party filed some documents which are read as under:

1. Attested copy of bank's letter dated 7.2.11
2. Attested copy of bank's letter dated 14.2.11 along with S.F.D.R
3. Attested copy of Memorandum of understanding signed by applicant on 17.1.2011
4. Attested copy of confidentiality cum non-disclosure agreement signed by applicant.
5. Attested copy of bank's letter dated 4.1.13 along with annexure.
6. Attested copy of bank letter dated 15.1.2018

As per reference the main question is whether the action of the management of Punjab National Bank, Jhansi in terminating the services of Shri Dharmendra Kori S/o Shri Nathoo Kori workman, with effect from 13.03.2013 is just fair & Legal? What relief the workman concerned is entitled to?

As per claim statement applicant is requested that he is B.Com and he was appointed and he was appointed as Business Facilitator from 04.01.2011 after adopting due process and Memorandum of understanding is also executed between the parties. As per M.O.U. he worked continuously very sincerely, but opposite party on 13.03.2013 by oral order dismissed his services.

In reply on that opposite party said that the applicant was engaged as a Business Facilitator as part of Financial Inclusion initiative of Bank. He was never appointed on a permanent post following the recruitment process of the bank, the Business Facilitator purely on contractual basis for a fixed period of one year, which was further extended by one year on the recommendations of BO: Mauranipur. His services is purely contractual basis hence the primary requirement of Master- Servant relationship is lacking in this case and he cannot treated as workman as per **Section 2(s)** of the Industrial Disputes Act, 1947.

As per question the evidence is important of both parties, applicant said in also our claim statement that he was appointed as Business Facilitator from 04.01.2011, bank admitted his facts that he was appointed as Business Facilitator on a contractual basis. Now the important is MoU which is executed on 07.02.2011.

After perusal of documentary evidence of both parties, it is established that applicant is appointed as Business Facilitator only. Bank documents dated 07.02.2011 application is approved for Business Facilitator is mentioned. Next paper is also approval of Business Facilitator dated 14.02.2011. Memorandum of Understanding between the both parties is executed and the condition of that M.O.U. is important in General Terms and Condition it is mentioned in Para 1 is read as under:

Prior approval/ consent by the Bank shall be obtained by BF/BC for the use of Subcontractors for all or part of the financial or banking services for which the M.O.U. is entered into.

In Para 4 is also read as under:

BF/BC shall ensure that their authorized staff will maintain customer data confidentially and BF/BC accepts liability in case of breach of security in leakage of confidential customer information.

In Para 8 it is mentioned that the personal employed by the BF/BC shall not have any claim whatsoever against the bank and shall not raise any industrial dispute either directly or indirectly with or against the bank, in respect of any of the services conditions or otherwise.

After perusal of that M.O.U. which is signed by both parties, it is established that applicant is not employee as stated in our claim statement. Some bank work is given to him which is mentioned in above M.O.U. and that is only for contractual work.

Applicant is also above paper which is filed by bank approval of Business Facilitator M.O.U..

Above documentary evidence which is filed both parties, it is established that applicant is only Business Facilitator in Terms & Conditions of M.O.U. which is executed by the both parties and mentioned by me as above.

He also admitted that he was appointed as Business Facilitator and that Business Facilitator purely on a contractual basis for fixed period, which was further extended for one year, after perusal of performance of the applicant and that M.O.U. as per guidelines of bank, no any appointment letter was given to him as employee. As per question of remuneration he was just getting incentives for the services rendered him on contractual basis.

This Tribunal have only jurisdiction to decide only those dispute which is claim in preview of Industrial Disputes Act, 1947.

The contractual appointment is comes and end at the end of the contract.

After above discussion and averment applicant is failed to prove as stated in his claim statement that he had not given any oral evidence. By way of documentary evidence 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: 05.02.2026

RAJENDRA PRASAD SRIVASTAVA, Presiding Officer

नई दिल्ली, 26 मई, 2026

का.आ. 1053.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार एयरपोर्ट अथॉरिटी ऑफ़ इंडिया; इंडियन ऑथोरिटी ऑफ़ इंडिया के प्रबंधन के संबद्ध नियोजकों और इंडियन एयरपोर्ट कामगार यूनियन बीएमएस के बीच अनुबंध में निर्दिष्ट केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, चेन्नई, पंचाट (रिफरेन्स नं.- 20/2023) को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 26.05.2026 को प्राप्त हुआ था।

[सं.एल-11011/04/2022-आईआर(एम)]

सलोनी, उप निदेशक

New Delhi, the 26th May, 2026

S.O. 1053.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (**Reference No. 20/2023**) of the **Central Government Industrial Tribunal cum Labour Court, Chennai** as shown in the Annexure, in the Industrial dispute between the employers in relation to **Airport Authority of India; Indian Authority of India** and **Indian Airport Kamgar Union BMS** which was received along with soft copy of the award by the Central Government on 26.05.2026.

[No. L-11011/04/2022-(IR(M))]

SALONI, Dy. Director

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL

TRIBUNAL- CUM - LABOUR COURT

CHENNAI

ID No. 20/2023

Present: SUSHIL KUMAR-II, PRESIDING OFFICER

Date: 05-02-2026

The General Secretary,

Indian Airport Kamgar Union BMS,

C1-05, Airport Colony, Chennai International,

Airport, Meenambakkam, Chennai-600 027.

: 1st Party/Petitioner

AND

1. The Member HR,
Airport Authority of India,
Rajiv Gandhi Bahavan,
Safderjang Airportm New Delhi-110 003. : 2nd Party/ 1st Respondent

2. The Airport Director,
Indian Authority of India,
Chennai Airport, Commercial Department,
Meenambakkam, Chennai-600 027. : 2nd Party/ 2nd Respondent

Appearance:

For the 1st Party/Petitioner : M/s T.K.S.Gandhi, Adv

For the 2nd Party/ 1st & 2nd Respondent : M/s. Raman & Associates, Adv

Award

The Central Government, Ministry of Labour & Employment vide its Order No. L-11011/04/2022-IR(M), dated 24.02.2023 referred the following Industrial Dispute to this Tribunal for adjudication.

The schedule mentioned in that order is:

1. Whether the enquiry proceedings against Shri. S. Venkataramana by the management of AAI, Southern Region, Chennai Airport Commercial Department, Chennai, as raised by Indian Airport Kamgar Union vide letter dated 03.02.2020, is vitiated for want of principle of natural justice? If yes, to what relief the disputant is entitled and what direction, if any is necessary in the matter?

2. Whether claim of Indian Airport Kamgar Union vide letter dated 06.06.2022 to the management of AAI, Southern Region, Chennai Airport Commercial Department, Chennai over the issue of non-grant of SG(E-2) Scale to the disputant worker(Shri. S. Venkataramana) on completion of requisite service despite having it granted to the juniors, is proper, legal and justified? If yes, to what relief the disputant is entitled and what direction, if any is necessary in the matter?

2. On receipt of the above reference dated 24.02.2023 from the appropriate Government, the dispute was registered as ID No. 20/2023 and due notices were issued to both the parties for their appearance fixing the case to 01.06.2023. Neither the Petitioner nor any Counsel / Authorized Representative turned up resulting further adjournments to 02.08.2023, 29.09.2023, 11.12.2023, 12.02.2024, 15.04.2024, 24.06.2024, 27.08.2024, 11.11.2024, 01.01.2025, 05.03.2025, 28.05.2025, 28.07.2025, 15.09.2025, 07.11.2025, 26.12.2025. The Petitioner did not turn up whereas the Respondent filed Vakalat Nama. It reveals from the body of reference that while the appropriate Govt. sent the reference dated 24.02.2023 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 05.02.2026. The Petitioner did not turn up nor was any authorized representative of the counsel on his behalf present. The claim statement was not furnished in any manner by the Petitioner. It reveals the Petitioner, despite of sufficient opportunity choose not to appear or to file claim statement and documents.

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

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, 26 मई, 2026

का.आ. 1054.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार भारत पेट्रोलियम कॉर्पोरेशन लिमिटेड; लुबे ऑयल ब्लेंडिंग प्लांट के प्रबंधन के संबंध में नियोजकों और भारतीय पोद्दु थोझिलालर संगम/बीएमएस के बीच अनुबंध में निर्दिष्ट केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, चेन्नई, पंचाट (रिफरेन्स नं.- 16/2024) को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 26.05.2026 को प्राप्त हुआ था।

[सं. जेड-16025/04/2026-आईआर(एम)-30]

सलोनी, उप निदेशक

New Delhi, the 26th May, 2026

S.O. 1054.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (**Reference No. 16/2024**) of the **Central Government Industrial Tribunal cum Labour Court, Chennai** as shown in the Annexure, in the Industrial dispute between the employers in relation to **Bharat Petroleum Corporation Ltd; Lube Oil Blending Plant** and **Bharatiya Podhu Thozhilalar Sangam/BMS** which was received along with soft copy of the award by the Central Government on 26.05.2026.

[No. Z-16025/04/2026-(IR(M)-30)]

SALONI, Dy. Director

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL

TRIBUNAL- CUM - LABOUR COURT

CHENNAI

ID No. 16/2024

Present: SUSHIL KUMAR-II, PRESIDING OFFICER

Date: 05-02-2026

The Secretary,

Bharatiya Podhu Thozhilalar Sangam/BMS

(IOCL Unit Chennai),

Kesavarkudil, No5, Rangasayee Street,

Perambur, Chennai-600 011.

: 1st Party/Petitioner

AND

The General Manager,

Lube Oil Blending Plant,

Bharat Petroleum Corporation Ltd,

No. 35, Vaidyanathan Street,

Tondiarpet, Chennai-600 081

: 2nd Party / 1st Respondent

Sh. Babu,

Contractor Lube Oil Blending Plant,

No.35, Vaidyanathan Street,

Tondiarpet, Chennai-600 081

: 2nd Party / 2nd RespondentAppearance:For the 1st Party/Petitioner : Sh. R. Muruli Krishnan ,AdvFor the 2nd Party/ 1st Respondent : Sh. G. Ananda Krishnan, AdvFor the 2nd Party/ 2nd Respondent : None

AWARD

The Central Government, Ministry of Labour & Employment vide its Order No. 8/46/2023/300019323/ B4/ ADJ/A1, dated 22.03.2024 referred the following Industrial Dispute to this Tribunal for adjudication.

The schedule mentioned in that order is:

Whether the action of the management of Bharat Petroleum Corporation Limited in denying the demands of Bharathiya Podhu Thozhilalasangam representing loading crew members engaged by the Transporter by calling it as Principle-to-Principle tendering and such tendering is whether sham contracting, legal, fair and justified? If not what relief the loading workmen are entitled to?

2. On receipt of the above reference dated 22.03.2024 from the appropriate Government, the dispute was registered as ID No. 16/2024 and due notices were issued to both the parties for their appearance fixing the case to 14.06.2024. Neither the Petitioner nor any Counsel / Authorized Representative turned up resulting further adjournments to 26.08.2024, 29.10.2024, 30.12.2024, 03.03.2025, 26.05.2025, 17.07.2025, 03.09.2025, 30.10.2025, 30.12.2025. The Petitioner did not turn up whereas the Respondent filed Vakalat Nama. It reveals from the body of reference that while the appropriate Govt. sent the reference dated 22.03.2024 to this Tribunal for adjudication, copies of the reference were sent to the Petitioner and all the opposite parties. It is therefore well presumed that both parties must have received the reference. Even then, in the interest of justice, the Petitioner was once again directed to appear and to file claim statement fixing the case to 05.02.2026. The Petitioner did not turn up nor was any authorized representative of the counsel on his behalf present. The claim statement was not furnished in any manner by the Petitioner. It reveals the Petitioner, despite of sufficient opportunity choose not to appear or to file claim statement and documents.

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

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, 26 मई, 2026

का.आ. 1055.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार एयरपोर्ट अथॉरिटी ऑफ़ इंडिया; गोदरेज कंसोवे लोजिस्टिक्स एंड ऑटोमेशन लिमिटेड; मेसर्स अलायन्स इंडस्ट्रियल सर्विसेज; रतना इंजीनियरिंग; थीम रियलिटी सर्विसेज प्राइवेट लिमिटेड के प्रबंधन के संबद्ध नियोजकों और तमिलनाडु जनरल वर्कर्स यूनियन के बीच अनुबंध में निर्दिष्ट केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, चेन्नई, पंचाट (रिफरेन्स नं.- 38/2024) को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 26.05.2026 को प्राप्त हुआ था।

[सं. जेड-16025/04/2026-आईआर(एम)-31]

सलोनी, उप निदेशक

New Delhi, the 26th May, 2026

S.O. 1055.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (**Reference No. 38/2024**) of the **Central Government Industrial Tribunal cum Labour Court, Chennai** as shown in the Annexure, in the Industrial dispute between the employers in relation to **Airports Authority of India; Godrej Consoveyo Logistics and Automation Limited; M/s Alliance Industrial Services; Ratna Engineering; Theme Realty Services Private Limited** and **Tamil Nadu General Workers Union** which was received along with soft copy of the award by the Central Government on 26.05.2026.

[No. Z-16025/04/2026-(IR(M)-31]

SALONI, Dy. Director

ANNEXURE
BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL
TRIBUNAL- CUM - LABOUR COURT
CHENNAI
ID No. 38/2024

Present: SUSHIL KUMAR-II, PRESIDING OFFICER

Date: 05-02-2026

The General Secretary,
Tamilnadu General Workers Union,
Chennai Airport Contract Workers Unit,
KTK Thangamani Illam,
No.2/1, Kovur Vaidyanathan Street,
Chintadripet, Chennai-600 002

: 1st Party/Petitioner

AND

The Airport Director,
Airport Authority of India,
Chennai Airport, Meenambakkam,
Chennai-600 027.

: 2nd Party/1st Respondent

The Managing Director,
Godrej Consovey Logistics and Automation Ltd,
A-Wing, 701, Reliable Tech Park,
Off Cloud City, Thana,
Belapur Road, Navi Mumbai,
Maharashtra-400 078.

: 2nd Party/2nd Respondent

M/s. Alliance Industrial Services,
No.6/249, Sir Saingar, Opp. To Goshala,
Simhachalam, Gopalapuram,
Vishakapattinam-530 110.

: 2nd Party/3rd Respondent

The Manager,
Ratna Engineering ,
P-No.4, D No.85-26-8,RTC Colony,
Rajamundry, Eat Godavari District,
Andhra Pradesh-533 103.

: 2nd Party/4th Respondent

The Manager Director,
Theme Facility Manager,
M/s. Theme Reality Services Pvt. Ltd.,
HO Abiman II, 1st Floor, Opp. To Elegance,
Teen Haath Naka, Thane (E),
Mumbai-400 062.

: 2nd Party/5th Respondent

The Managing Director,
M/s. Delite Systems Engineering Pvt. Ltd.,

No.34, Gurugobindsingh Industrial Premises,

Opp. To Lotus Corporate Park,

Jay Coach Flyover, Goregaon,

Mumbai-400 063.

: 2nd Party/6th Respondent

Appearance:

For the 1 st Party/Petitioner	:None
For the 2 nd Party/ 1 st Respondent	: None
For the 2 nd Party/2 nd Respondent	:M/s. T. S. Gopalan, Adv
For the 2 nd Party/ 3 rd Respondent	: None
For the 2 nd Party/ 4 th Respondent	: None
For the 2 nd Party/ 5 th respondent	: None
For the 2 nd Party/ 6 th Respondent	: None

AWARD

The Central Government, Ministry of Labour& Employment vide its Order No. 8/21/2023/B4/300029719/ADJ/A1, dated 10.07.2024 referred the following Industrial Dispute to this Tribunal for adjudication.

The schedule mentioned in that order is:

I. Whether the action of the management of M/s. Theme reality Services P Ltd in transferring the services of the following workmen (viz).

1. Shri. D. Suresh, Emp. No. TRSPL6809
2. Shri. A. Sainivas Kumar, Emp.No. TRSPL6806
3. Shri. CH. Ramesh, Emp.No. TRSPL6805
4. Shri.B. Srinivasa Patrudu, Emp.No. TRSPL6808
5. Shri. PVVS. Jagadeesh,Emp.No.TRSPL6798
6. Shri. A. Nanda Kumar, Emp.No.TRSPL6795
7. Shri. K. Sathish, Emp.No. TRSPL6807
8. Shri. I. Louis, Emp.No. TRSPL6791
9. Shri. A. Franklin, Emp.No. TRSPL6785
10. Shri. Hari Krishana, Emp.No. TRSPL6787
11. Shri. K. Sairam, Emp.No. TRSPL6800
12. Shri. Nagendra, Emp.No. TRSPL6794
13. Shri. P. Nidhin, Emp.No. TRSPL6797
14. Shri. S. Raj, Emp.No. TRSPL6814
15. Shri. P. Prasanth, Emp.No. TRSPL6799
16. Shri. Anbarasan, Emp.No. TRSPL7424
17. Shri. P. Manikandan, Emp.No. TRSPL6813
18. Shri. John Robin, Emp.No. TRSPL7201.

From Chennai to Thane involving changes in their working condition is fair legal and justified?

and

II. Whether the apprehension of the Tamilnadu General Workers Union that the Airports Authority of India, Alliance Industrial Services, Godrej Consovoaya Logistics and Automation Ltd, Ratna Engineering would replace the workmen transferred by the Theme Reality Services P Ltd to Thane by recruiting afresh at the Cargo handling facility at Chennai is justified?

If not, to what relief the workmen represented by Tamilnadu General Workers Union are entitled to?

2. On receipt of the above reference dated 10.07.2024 from the appropriate Government, the dispute was registered as ID No. 38/2024 and due notices were issued to both the parties for their appearance fixing the case to 29.10.2024. Neither the Petitioner nor any Counsel / Authorized Representative turned up resulting further adjournments to 30.12.2025, 03.03.2025, 26.05.2025, 17.07.2025, 03.09.2025, 29.10.2025, 29.12.2025. The Petitioner did not turn up whereas the Respondent filed Vakalat Nama for R-2. It reveals from the body of reference that while the appropriate Govt. sent the reference dated 10.07.2024 to this Tribunal for adjudication, copies of the reference were sent to the Petitioner and all the opposite parties. It is therefore well presumed that both parties must have received the reference. Even then, in the interest of justice, the Petitioner was once again directed to appear and to file claim statement fixing the case to 05.02.2026. The Petitioner did not turn up nor was any authorized representative of the counsel on his behalf present. The claim statement was not furnished in any manner by the Petitioner. It reveals the Petitioner, despite of sufficient opportunity choose not to appear or to file claim statement and documents.

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

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, 26 मई, 2026

का.आ. 1056.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार सलेम स्टील प्लांट के प्रबंधन के संबंध में नियोजकों और सलेम स्टील एससी एंड एसटी एम्प्लाइज यूनियन के बीच अनुबंध में निर्दिष्ट केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, चेन्नई, पंचाट (रिफरेन्स नं.- 40/2024) को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 26.05.2026 को प्राप्त हुआ था।

[सं. जेड-16025/04/2026-आईआर(एम)-32]

सलोनी, उप निदेशक

New Delhi, the 26th May, 2026

S.O. 1056.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (**Reference No. 40/2024**) of the **Central Government Industrial Tribunal cum Labour Court, Chennai** as shown in the Annexure, in the Industrial dispute between the employers in relation to **Salem Steel Plant** and **Salem Steel SC and ST Employees Union** which was received along with soft copy of the award by the Central Government on 26.05.2026.

[No. Z-16025/04/2026-(IR(M)-32]

SALONI, Dy. Director

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL
TRIBUNAL- CUM - LABOUR COURT

CHENNAI

ID No. 40/2024

Present: SUSHIL KUMAR-II, PRESIDING OFFICER

Date: 05-02-2026

The General Secretary,

Salem Steel SC and ST Employees Union,

No. C-4/1, Mohan Nagar, Towership,

Salem-636 030

: 1st Party/Petitioner

AND

Salem Steel Plant,

Steel Authority of India,

Salem-636 033

: 2nd Party/ Respondent**Appearance:**For the 1st Party/Petitioner : NoneFor the 2nd Party/ Respondent : M/s. N. Nithianandam, Adv**Award**

The Central Government, Ministry of Labour & Employment vide its Order No. 8/8/2023/B4/300034965/ADJ/A1, dated 10.07.2024 referred the following Industrial Dispute to this Tribunal for adjudication.

The schedule mentioned in that order is:

Whether the demand of the Salem Steel SC and ST Employees Union to amend the quarter allotment rules of Salem Steel Plant to make changes in the eligibility grade from S6 to S3 in B-Type quarter allotment is legal and justified? If not, to what relief is the Salem Steel SC and ST Employees Union is entitled to?

2. On receipt of the above reference dated on 10.07.2024 from the appropriate Government, the dispute was registered as ID No. 40/2024 and due notices were issued to both the parties for their appearance fixing the case to 29.10.2024. Neither the Petitioner nor any Counsel / Authorized Representative turned up resulting further adjournments to 30.12.2024, 03.03.2025, 26.05.2025, 17.07.2025, 03.09.2025, 29.10.2025, 29.12.2025. The Petitioner did not turn up whereas the Respondent filed Vakalat Nama. It reveals from the body of reference that while the appropriate Govt. sent the reference dated 10.07.2024 to this Tribunal for adjudication, copies of the reference were sent to the Petitioner and all the opposite parties. It is therefore well presumed that both parties must have received the reference. Even then, in the interest of justice, the Petitioner was once again directed to appear and to file claim statement fixing the case to 05.02.2026. The Petitioner did not turn up nor was any authorized representative of the counsel on his behalf present. The claim statement was not furnished in any manner by the Petitioner. It reveals the Petitioner, despite of sufficient opportunity choose not to appear or to file claim statement and documents.

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

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, 26 मई, 2026

का.आ. 1057.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार एयरपोर्ट अथॉरिटी ऑफ़ इंडिया; मेसर्स बीवीजी इंडिया लिमिटेड; मेसर्स केस कॉर्पोरेशन लिमिटेड; मेसर्स अरूण एविएशन सर्विसेज प्राइवेट लिमिटेड; मेसर्स अपडेटर सर्विसेज प्राइवेट लिमिटेड के प्रबंधन के संबद्ध नियोजकों और तमिलनाडु जनरल वर्कर्स यूनियन के बीच अनुबंध में निर्दिष्ट केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, चेन्नई, पंचाट (रिफरेन्स नं.- 72/2024) को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 26.05.2026 को प्राप्त हुआ था।

[सं. जेड-16025/04/2026-आईआर(एम)-33]

सलोनी, उप निदेशक

New Delhi, the 26th May, 2026

S.O. 1057.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (**Reference No. 72/2024**) of the **Central Government Industrial Tribunal cum Labour Court, Chennai** as shown in the Annexure, in the Industrial dispute between the employers in relation to **Airports Authority of India; M/s BVG India Limited; M/s Quess Corporation Limited; M/s Arun Aviation Services Private Limited; M/s Updater Services Private Limited** and **Tamil Nadu General Workers Union** which was received along with soft copy of the award by the Central Government on 26.05.2026.

[No. Z-16025/04/2026-(IR(M)-33]

SALONI, Dy. Director

ANNEXURE
BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL
TRIBUNAL- CUM - LABOUR COURT
CHENNAI
ID No. 72/2024

Present: SUSHIL KUMAR-II, PRESIDING OFFICER

Date: 05-02-2026

The General Secretary,
Tamilnadu General Workers Union,
Chennai Airport Contract Workers Unit,
KTK Thangamani Illam,
No.2/1, Kovur Vaithyanathan Street,
Chindadripet, Chennai-600 002.

: 1st Party/Petitioner

AND

Airport Director,
Airport Authority of India,
Chennai Airport, Meenambakkam,
Chennai-600 027.

: 2nd Party/ 1st Respondent

The Managing Director,
M/s. BVG India Ltd.,
No.3/20, Balaraman Garden Road,
Parthasarathy Nagar, Manpakkam,
Chennai-600 116.

: 2nd Party/ 2nd Respondent

The Managing Director,
M/s. Quess Corp Ltd.,
8th Floor, Khiviraj Building,
No. 480, Anna Salai, Nandanam,
Chennai-600 035.

: 2nd Party/ 3rd Respondent

The General Manager,
M/s. Aroon Aviation Services Pvt. Ltd.,
A-113, Road, No.2, Mahipalapur Extension,
New Delhi-110 037.

: 2nd Party/ 4th Respondent

The General Director,
M/s. Updater Services Pvt. Ltd.,

No. 2/202, A UDS Salai, Old Mahabalipuram,

Thoraipakkam, Chennai-600 097.

: 2nd Party/ 5th Respondent

Appearance:

For the 1st Party/Petitioner : None

For the 2nd Party/ 1st Respondent : M/s R. Parthiban

For the 2nd Party/ 2nd Respondent : M/s. P. Alexander, Adv

For the 2nd Party/ 3rd Respondent : None

For the 2nd Party/ 4th Respondent : M/s M. Theiva Kumar, Adv

AWARD

The Central Government, Ministry of Labour & Employment vide its Order No.8/8/2023/B3/ 300027159/ ADJ/A1, dated 11.09.2024 referred the following Industrial Dispute to this Tribunal for adjudication.

The schedule mentioned in that order is:

Whether the below mentioned demands raised by the Petitioner Union (Tamilnadu General Workers Union, Chennai Airport Contract Workers Unit, Chennai against the Respondent Management (M/s. Airport Authority of India, Chennai and their Contractor's M/s. BVG India Ltd, M/s. Quess Crop Limited, M/s. Aroon Aviation Services Private Ltd and M/s. Updater Services Private Ltd is Legal and Justified? If not to what relief the petitioner union entitled to?

2. On receipt of the above reference dated 11.09.2024 from the appropriate Government, the dispute was registered as ID No. 72/2024 and due notices were issued to both the parties for their appearance fixing the case to 18.12.2024. Neither the Petitioner nor any Counsel / Authorized Representative turned up resulting further adjournments to 19.02.2025, 14.05.2025, 14.07.2025, 01.09.2025, 27.10.2025, 23.12.2025. The Petitioner did not turn up whereas the Respondents filed Vakalat Namas. It reveals from the body of reference that while the appropriate Govt. sent the reference dated 11.09.2024 to this Tribunal for adjudication, copies of the reference were sent to the Petitioner and all the opposite parties. It is therefore well presumed that both parties must have received the reference. Even then, in the interest of justice, the Petitioner was once again directed to appear and to file claim statement fixing the case to 05.02.2026. The Petitioner did not turn up nor was any authorized representative of the counsel on his behalf present. The claim statement was not furnished in any manner by the Petitioner. It reveals the Petitioner, despite of sufficient opportunity choose not to appear or to file claim statement and documents.

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

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, 26 मई, 2026

का.आ. 1058.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार अमल ट्रांसपोर्ट; इंडिया ऑयल कॉर्पोरेशन लिमिटेड के प्रबंधन के संबद्ध नियोजकों और श्री एम. आसाई के बीच अनुबंध में निर्दिष्ट केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, चेन्नई, पंचाट (रिफरेंस नं.- 23/2025) को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 26.05.2026 को प्राप्त हुआ था।

[सं. जेड-16025/04/2026-आईआर(एम)-34]

सलोनी, उप निदेशक

New Delhi, the 26th May, 2026

S.O. 1058.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (**Reference No. 23/2025**) of the **Central Government Industrial Tribunal cum Labour Court, Chennai** as shown in the Annexure, in the Industrial dispute between the employers in relation to **Amal Transport; India Oil Corporation Ltd** and **Shri M. Aasai** which was received along with soft copy of the award by the Central Government on 26.05.2026.

[No. Z-16025/04/2026-(IR(M)-34]

SALONI, Dy. Director

ANNEXURE

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

CHENNAI

ID No. 23/2025

Present: SUSHIL KUMAR-II, PRESIDING OFFICER

Date: 05-02-2026

Sh. M. Aasai,
Mattaparai Colony,
3B, 5th Ward, Ramarajapuram Post,
Nilakottai Taluk,
Dindigul District-624 208.

: 1st Party/Petitioner

AND

1. Proprietor,
Amal Transport,
No. 3A/394, Indira Nagar,
FCI Godown Opposite,
Tuticorin-628 008.

: 2nd Party/ 1st Respondent

2. The Assistant General Manager,
India Oil Corporation Ltd.,
Madurai Bottling Plant,
Mattaparai, Kalladipatti Post,
Dindigul District-624 201.

: 2nd party/2nd Respondent

Appearance:

For the 1st Party/Petitioner : None

For the 2nd Party/ 1st Respondent : None

For the 2nd Party/ 2nd Respondent : None

AWARD

The Central Government, Ministry of Labour & Employment vide its Order No.8/47/2020/RM/ 300019510/ADJ/A1, dated 30.01.2025 referred the following Industrial Dispute to this Tribunal for adjudication.

The schedule mentioned in that order is:

Whether the action of M/s. Amal Transport, Contractor of IOCL Bottling Plant, Mattaparai in refusing employment to Shri. M. Aasai, Loading worker in IOCL Bottling Plant, Mattaparai is fair, legal and justified? If not, to what relief Shri. M. Aasai is entitled to?

2. On receipt of the above reference dated 30.01.2025 from the appropriate Government, the dispute was registered as ID No. 23/2025 and due notices were issued to both the parties for their appearance fixing the case to 26.05.2025. Neither the Petitioner nor any Counsel / Authorized Representative turned up resulting further adjournments to 17.07.2025, 03.09.2025, 29.10.2025, 29.12.2025. The Petitioner did not turn up. It reveals from the body of reference that while the appropriate Govt. sent the reference dated 30.01.2025 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 05.02.2026. The Petitioner did not turn up nor was any authorized representative of the counsel on his behalf present. The claim statement was not furnished in any manner by the Petitioner. It reveals the Petitioner, despite of sufficient opportunity choose not to appear or to file claim statement and documents.

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

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, 26 मई, 2026

का.आ. 1059.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार अमल ट्रांसपोर्ट; इंडिया ऑयल कॉर्पोरेशन लिमिटेड के प्रबंधन के संबद्ध नियोजकों और श्री एम. कन्नन के बीच अनुबंध में निर्दिष्ट केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, चेन्नई, पंचाट (रिफरेन्स न.- 24/2025) को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 26.05.2026 को प्राप्त हुआ था।

[सं. जेड-16025/04/2026-आईआर(एम)-35]

सलोनी, उप निदेशक

New Delhi, the 26th May, 2026

S.O. 1059.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (**Reference No. 24/2025**) of the **Central Government Industrial Tribunal cum Labour Court, Chennai** as shown in the Annexure, in the Industrial dispute between the employers in relation to **Amal Transport; India Oil Corporation Ltd** and **Shri M. Kannan** which was received along with soft copy of the award by the Central Government on 26.05.2026.

[No. Z-16025/04/2026-(IR(M))-35]

SALONI, Dy. Director

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL

TRIBUNAL- CUM - LABOUR COURT

CHENNAI

ID No. 24/2025

Present: SUSHIL KUMAR-II, PRESIDING OFFICER

Date: 05-02-2026

Sh. M. Kannan,

S/o, Ayyadurai,

Mattapara, Karatoor,

- Ramarajapuram Post,
Nilakottai Taluk,
Dindigal District-624 219. : 1st Party/Petitioner
1. Proprietor,
Amal Transport,
No. 3A/394, Indira Nagar,
FCI Godown Opposite,
Tuticorin-628 008. : 2nd Party/ 1st Respondent
2. The Assistant General Manager,
India Oil Corporation Ltd.,
Madurai Bottling Plant,
Mattapparai, Kalladipatti Post,
Dindigul District-624 201. : 2nd party/ 2nd Respondent

Appearance:

- For the 1st Party/Petitioner : None
For the 2nd Party/ 1st Respondent : None
For the 2nd Party/ 2nd Respondent : None

AWARD

The Central Government, Ministry of Labour & Employment vide its Order No.8/50/2020/RM/ 300019512/ ADJ/A1, dated 30.01.2025 referred the following Industrial Dispute to this Tribunal for adjudication.

The schedule mentioned in that order is:

Whether the action of M/s. Amal Transport, Contractor of IOCL Bottling Plant, Mattapparai in refusing employment to Shri. A. Kannan, Loading worker in IOCL Bottling Plant, Mattapparai is fair, legal and justified? If not, to what relief Shri. A. Kannan is entitled to?

2. On receipt of the above reference dated 30.01.2025 from the appropriate Government, the dispute was registered as ID No. 24/2025 and due notices were issued to both the parties for their appearance fixing the case to 26.05.2025. Neither the Petitioner nor any Counsel / Authorized Representative turned up resulting further adjournments to 17.07.2025, 03.09.2025, 29.10.2025, 29.12.2025. The Petitioner did not turn up. It reveals from the body of reference that while the appropriate Govt. sent the reference dated 30.01.2025 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 05.02.2026. The Petitioner did not turn up nor was any authorized representative of the counsel on his behalf present. The claim statement was not furnished in any manner by the Petitioner. It reveals the Petitioner, despite of sufficient opportunity choose not to appear or to file claim statement and documents.

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

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, 26 मई, 2026

का.आ. 1060.—औद्योगिक विवाद अधिनियम (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार अमल ट्रांसपोर्ट; इंडिया ऑयल कॉर्पोरेशन लिमिटेड के प्रबंधन के संबद्ध नियोजकों और श्री आर. थंगमयम् के बीच अनुबंध में निर्दिष्ट केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, चेन्नई, पंचाट (रिफरेन्स नं.- 25/2025) को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 26.05.2026 को प्राप्त हुआ था।

[सं. जेड-16025/04/2026-आईआर(एम)-36]

सलोनी, उप निदेशक

New Delhi, the 26th May, 2026

S.O. 1060.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (**Reference No. 25/2025**) of the **Central Government Industrial Tribunal cum Labour Court, Chennai** as shown in the Annexure, in the Industrial dispute between the employers in relation to **Amal Transport; India Oil Corporation Ltd** and **Shri R. Thangamayam** which was received along with soft copy of the award by the Central Government on 26.05.2026.

[No. Z-16025/04/2026-(IR(M)-36]

SALONI, Dy. Director

ANNEXURE
BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL
TRIBUNAL- CUM - LABOUR COURT
CHENNAI
ID No. 25/2025

Present: SUSHIL KUMAR-II, PRESIDING OFFICER

Date: 05-02-2026

Sh. R. Thangamayam,
Loading Workers,
IOCL, LPG Bottling Plant,
C/o,. Tamilnadu Petroleum and Gas Workers,
Union,
No.51, East Arockiamatha Street Extension,
Dindigul-3

: 1st Party/Petitioner

AND

1. Proprietor,
Amal Transport,
No. 3A/394, Indira Nagar,
FCI Godown Opposite,
Tuticorin-628 008.

: 2nd Party/1st Respondent

2. The Assistant General Manager,
India Oil Corporation Ltd.,
Madurai Bottling Plant,
Mattapparai, Kalladipatti Post,
Dindigul District-624 201.

: 2nd party/2nd Respondent

Appearance:

For the 1st Party/Petitioner : None

For the 2nd Party/ 1st Respondent : None

For the 2nd Party/ 2nd Respondent : None

The Central Government, Ministry of Labour & Employment vide its Order No.8/7/2023/RM/ 300025632/ADJ/A1, dated 30.01.2025 referred the following Industrial Dispute to this Tribunal for adjudication.

The schedule mentioned in that order is:

Whether the action of M/s. Amal Transport, Contractor of IOCL Bottling Plant, Mattapparai in refusing employment to Shri. R. Thangamayam, Loading worker in IOCL Bottling Plant, Mattapparai is fair, legal and justified? If not, to what relief Shri. R. Thangamayam is entitled to?

2. On receipt of the above reference dated 30.01.2025 from the appropriate Government, the dispute was registered as ID No. 25/2025 and due notices were issued to both the parties for their appearance fixing the case to 26.05.2025. Neither the Petitioner nor any Counsel / Authorized Representative turned up resulting further adjournments to 17.07.2025, 03.09.2025, 29.10.2025, 29.12.2025. The Petitioner did not turn up. It reveals from the body of reference that while the appropriate Govt. sent the reference dated 30.01.2025 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 05.02.2026. The Petitioner did not turn up nor was any authorized representative of the counsel on his behalf present. The claim statement was not furnished in any manner by the Petitioner. It reveals the Petitioner, despite of sufficient opportunity choose not to appear or to file claim statement and documents.

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

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, 26 मई, 2026

का.आ. 1061.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार आईओसीएल; इंडेन बॉटलिंग प्लांट के प्रबंधन के संबद्ध नियोजकों और भारतिया पोथु थोझिलालार्गल संगम के बीच अनुबंध में निर्दिष्ट केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, चेन्नई, पंचाट (रिफरेन्स नं.- 27/2025) को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 26.05.2026 को प्राप्त हुआ था।

[सं. जेड-16025/04/2026-आईआर(एम)-37]

सलोनी, उप निदेशक

New Delhi, the 26th May, 2026

S.O. 1061.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (**Reference No. 27/2025**) of the **Central Government Industrial Tribunal cum Labour Court, Chennai** as shown in the Annexure, in the Industrial dispute between the employers in relation to **IOCL; Indane Bottling Plant** and **Bharathiya Podhu Thozhilalarhal Sangam** which was received along with soft copy of the award by the Central Government on 26.05.2026.

[No. Z-16025/04/2026-(IR(M))-37]

SALONI, Dy. Director

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL

TRIBUNAL- CUM - LABOUR COURT

CHENNAI

ID No. 27/2025

Present: SUSHIL KUMAR-II, PRESIDING OFFICER

Date: 05-02-2026

The Secretary,

Bharathiya Podhu Thozhilalarhal Sangam,

(BMS) (IOCL Unit-Chennai),

Kesavarthkudil, No.5, Rangasayee Street,

Perambur, Chennai-600 011.

: 1st Party/Petitioner

AND

1. The Executive Director (RS),
IOCL Marketing Division,
Indian Oil Bhavan, Chennai-600 034. : 2nd Party/ 1st Respondent
2. The Dy. General Manager Plant,
Indane Bottling Plant, IOCL,
Inamkulathur, Trichy-620 009. : 2nd Party/ 2nd Respondent
3. The Chief Plant Manager,
Indane Bottling Plant,
IOCL, SIPCOT, Perundurai,
Erode-638 052. : 2nd Party/3rd Respondent
4. The General Manager,
Indane Bottling Plant,
IOCL, Kladipattai Post, Dindigul-624 215. : 2nd Party/4th Respondent
5. The Senior Plant Manager,
Indane Bottling Plant,
IOCL, Illayangudi, Sivagangai-607 709. : 2nd Party/5th Respondent

Appearance:

- | | |
|---|-------------------------------|
| For the 1 st Party/Petitioner | : Sh. R. Murali Krishnan, Adv |
| For the 2 nd Party/ 1 st Respondent | : None |
| For the 2 nd Party/ 2 nd Respondent | : None |
| For the 2 nd Party/ 3 rd Respondent | : None |
| For the 2 nd Party/ 4 th Respondent | : None |
| For the 2 nd Party/ 5 th Respondent | : None |

AWARD

The Central Government, Ministry of Labour & Employment vide its Order No.8/40/2024/B4/ 300073576/ ADJ/A1, dated 30.01.2025 referred the following Industrial Dispute to this Tribunal for adjudication.

The schedule mentioned in that order is:

Whether the demand of the Bharathiya Podhu Thozhilalarhal Sangam (BMS) to reinstate the retrenched 32 workers of Trichy Bottling Plant, 10 workers of the Madurai Bottling Plant, 18 workers of the Erode Botling Plant, 10 workers of the Ilayngudi Bottling Plant (as per Annexure) is legal and justified? If not, to what relief the Bharathiya Podhu Thozhilalarhal Sangam (BMS) is entitled to?

2. On receipt of the above reference dated 30.01.2025 from the appropriate Government, the dispute was registered as ID No. 27/2025 and due notices were issued to both the parties for their appearance fixing the case to 26.05.2025. Neither the Petitioner nor any Counsel / Authorized Representative turned up resulting further adjournments to 17.07.2025, 03.09.2025, 29.10.2025, 29.12.2025. The Petitioner did not turn up. It reveals from the body of reference that while the appropriate Govt. sent the reference dated 30.01.2025 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 05.02.2026. The Petitioner did not turn up nor was any authorized representative of the counsel on his behalf present. The claim statement was not furnished in any manner by the Petitioner. It reveals the Petitioner, despite of sufficient opportunity choose not to appear or to file claim statement and documents.

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

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, 26 मई, 2026

का.आ. 1062.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार एयरपोर्ट अथॉरिटी ऑफ़ इंडिया के प्रबंधन के संबद्ध नियोजकों और श्री आर. थेगराजन के बीच अनुबंध में निर्दिष्ट केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, चेन्नई, पंचाट (रिफरेन्स न.- 29/2025) को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 26.05.2026 को प्राप्त हुआ था।

[सं. जेड-16025/04/2026-आईआर(एम)-38]

सलोनी, उप निदेशक

New Delhi, the 26th May, 2026

S.O. 1062.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (**Reference No. 29/2025**) of the **Central Government Industrial Tribunal cum Labour Court, Chennai** as shown in the Annexure, in the Industrial dispute between the employers in relation to **Airports Authority of India** and **Shri R. Thegarajan** which was received along with soft copy of the award by the Central Government on 26.05.2026.

[No. Z-16025/04/2026-(IR(M)-38]

SALONI, Dy. Director

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL
TRIBUNAL- CUM - LABOUR COURT

CHENNAI

ID No. 29/2025

Present: SUSHIL KUMAR-II, PRESIDING OFFICER

Date: 05-02-2026

Sh. R. Theagarajan,

Rep. 16 Others

No.138, Perumal kovil Street,

Madhavaram

Chennai-600 051.

: 1st Party/Petitioner

AND

The
Airport Authority of India,

Airport

Director,

Chennai International Airport,

Chennai-600 027.

: 2nd Party/ Respondent

Appearance:

For the 1st Party/Petitioner : None
 For the 2nd Party/ Respondent : None

AWARD

The Central Government, Ministry of Labour & Employment vide its Order No.8/7/2025/B3/ 300108389/ADJ/A1, dated 12.02.2025 referred the following Industrial Dispute to this Tribunal for adjudication.

The schedule mentioned in that order is:

Whether the demand of Shri. R. Theagarajan representing 16 contract workers viz. S/Shri/Smt. 1. M/ Revathi, 2. M. Sarwathi, 3. M. Sarwathi, 4. V. Ganapathyammal, 5. P. Muthukani, 6. M. Inbarani, 7. T. Boopathy, 8. J. Mercyclara, 9. C. Muniyammal, 10. M. Arumugam, 11. K. Ravi, 12. G. Samundeeswari, 13. D. Raju, 14. S. Srinivasan, 15. S. Salomi, 16. S. Manjula against the management of M/s. Airport Authority of India Chennai over the issue of termination from service due to crossing of 45 years of age and allow to work in housekeeping job who are above 45 years age and the terms and condition of contract is legal and justified? If not, what relief the petitioner workers are entitled to?

2. On receipt of the above reference dated 12.02.2025 from the appropriate Government, the dispute was registered as ID No. 29/2025 and due notices were issued to both the parties for their appearance fixing the case to 26.05.2025. Neither the Petitioner nor any Counsel / Authorized Representative turned up resulting further adjournments to 17.07.2025, 03.09.2025, 29.10.2025, 29.12.2025. The Petitioner did not turn up. It reveals from the body of reference that while the appropriate Govt. sent the reference dated 12.02.2025 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 05.02.2026. The Petitioner did not turn up nor was any authorized representative of the counsel on his behalf present. The claim statement was not furnished in any manner by the Petitioner. It reveals the Petitioner, despite of sufficient opportunity choose not to appear or to file claim statement and documents.

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

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, 26 मई, 2026

का.आ. 1063.—औद्योगिक विवाद अधिनियम (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार भारत पेट्रोलियम कॉर्पोरेशन लिमिटेड के प्रबंधन के संबद्ध नियोजकों और श्री पी.एन. सुरेंद्रन नायर के बीच अनुबंध में निर्दिष्ट केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, एर्नाकुलम, पंचाट (रिफरेन्स नं.- 02/2019) को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 26.05.2026 को प्राप्त हुआ था।

[सं. जेड-16025/04/2026-आईआर(एम)-27]

सलोनी, उप निदेशक

New Delhi, the 26th May, 2026

S.O. 1063.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (**Reference No. 02/2019**) of the **Central Government Industrial Tribunal cum Labour Court, Ernakulam** as shown in the Annexure, in the Industrial dispute between the employers in relation to **Bharat Petroleum Corporation Ltd.** and **Shri P.N. Surendran Nair** which was received along with soft copy of the award by the Central Government on 26.05.2026.

[No. Z-16025/04/2026-(IR(M))-27]

SALONI, Dy. Director

ANNEXURE
BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL
TRIBUNAL-CUM-LABOUR COURT, ERNAKULAM

Present: Shri.Sushil Kumar, Presiding Officer.

(Monday the 09th day of March, 2026, 18 Phalguna 1947)

I.D. No.02/2019

Workman : P.N.Surendran Nair
 “Anizham”, H.No.33/238-B1
 Puzhakkarapadam
 Vennala
 Ernakulam – 682028

In person

Managements : 1. The Chairman/Managing Director
 Bharat Petroleum Corporation Ltd
 Bharat Bhavan 4 & 6, Currimbhoy Road
 Ballard Estate, P.B.No.688
 Mumbai, Maharashtra – 400001
 2. The Chief General Manager Operations(I/C)
 Bharat Petroleum Corporation Ltd
 Kochi Refinery, Ambalamugal
 Ernakulam – 682302

By Adv.Benny P. Thomas

This case coming up for final hearing on 09.03.2026 and the same day this Tribunal-cum-Labour Court passed the following:

AWARD

1. An award was passed by this Tribunal on 01.09.2021 with the following terms.

Hence an award is passed directing the management to reinstate the workman in service with 75% back wages with immediate effect. The award will come into force one month after its publication in the official Gazette.

This award was challenged through W.P.(C) No.30243/2021 before the High Court of Kerala. Hon'ble High Court decided the writ appeal in following terms. “There was no scope for reinstatement as the discord between the management and the workman had been too deep and impacted the working of the management, accordingly, directed the management to pay compensation of Rs.25 lakhs, instead of reinstatement”. W.A. no.1292/2022 was filed by the management and the workman also filed a W.A. no.953/2022. Hon'ble High Court decided the writ appeal of management in following terms and directions. “ We, thus set aside the impugned judgment as well as the award to the extent of the punishment imposed. We remand the matter back for reconsideration on the issue of punishment by the CGIT after hearing both sides”. Writ appeal no.1085/2022 filed by the workman was dismissed by the Hon'ble High Court in the following terms. “It is to be noted that CGIT found that the enquiry was proper and legal. In that event, CGIT could not have interfered with the punishment unless such a punishment is of the nature referred to in Sec 11-A. We find no merit in this appeal. W.A.no.1085/2022 is, therefore, dismissed”.

2. As per the case of workman, he started his career as Grade 1 workman in Cochin Refineries in the year 1983, which merged with Bharat Petroleum Corporation Ltd(BPCL) in the year 2006. The workman was associated with Cochin Refineries Employees Association(CREA) from the beginning of his career and later became General Secretary of CREA. On 16.10.2015 he entered into the dress changing room where two of his colleague employees Sri. M. R. Sasikumar and Sri.Sajeevakumar J. were leaving the room. They abused the workman using filthy language. The workman reported the incident to his superior on the same day by filing a written complaint. Sri.Sajeevakumar J. also filed a complaint against the claimant along with a complaint with the Police Station alleging that the workman used caste name to abuse Sri.Sajeevakumar J. The Police registered an FIR U/s 294B, 506(1) and Section 3(1) (X) of SC&ST (Prevention of Atrocities) Act 1989.
3. The management issued a show cause notice dt.26.11.2015 and continued with the enquiry proceedings by issuing a charge sheet and notice of enquiry dt.23.12.2015. The management originally cited only two witness Sri.Sajeevakumar J. and Sri. M. R. Sasikumar. The management filed an additional list of witness on 01.03.2016 who resigned from CREA Union and joined the rival union stated that the additional witnesses were present at the time of occurrence of the alleged incident. The Enquiry Officer submitted a report finding the workman guilty of the offence charged against him.
4. The Crime no.853/2015 was decided by the Court of Chief Judicial First Class Magistrate in charge sheet no.509/2015. Hon'ble Chief Judicial First Class Magistrate delivered its judgment on 31.07.2017 and observed that there is no evidence to suggest that there were persons other than the complainant and the accused in the alleged place of incident.
5. A copy of enquiry report was forward to the workman on 27.04.2017 and the workman submitted its reply on 11.05.2017. Criminal MC no.1321/2016 was disposed of by the Hon'ble Court vide order dt.06.02.2018. On 12.02.2018 the management issued a show cause notice cum suspension order to the workman. Ignoring the decision in **Paul Antony's** case 1999 (3) SCC 679 management issued the order dt.06.03.2018 dismissing the workman from the service. Being the General Secretary of the recognized trade union, the claimant is entitled to the protection U/s 33(3) of the Industrial Disputes Act. After the termination order workman was served with a show cause notice intimating forfeiture of gratuity. In the impugned order there is a reference about previous disciplinary action against the workman. The workman on behalf of the union raised dispute against the outsourcing of manpower and also raised before the Conciliation Officer. The workman also raised a dispute of unfair labour practice for inviting minority union and submitted a representation to the Govt regarding non implementation of DPE guidelines by the management. The punishment of dismissal is imposed on the workman based on 3 misconducts as under.
 - a. Riotous behavior
 - b. Intimidation
 - c. Disorderly behavior
6. Workman never committed an act of unlawful disturbance of peace and never did any act of intimidation and the alleged incident occurred in the dress changing room and the same will not in any way affect the functional operation of the management company. The management is maintaining a permanent animosity against the workman for raising the common cause of workers before various authorities.
7. The enquiry conducted against the workman is in complete violation of the principal of natural justice. Enquiry Officer ignored the evidence adduced by the workman and considered the evidence adduced by the additional witnesses. Workman pointed out to the Enquiry Officer that complainant Sri.Sajeevakumar J. and all other witnesses belongs to the same union and therefore evidence is fabricated. The enquiry against Sri.Sajeevakumar J. and Sri.Sasikumar M. R. were closed abruptly without examining any witnesses. As per the case of management, the following charges were levelled against the workman.
 - a. Riotous or disorderly behaviour or any act subversive to good discipline (Clause 29.14 of Standing Orders)
 - b. Threatening, intimidating or coercing any other employee (Clause 29.15 of Standing Orders)
 - c. Assault, either provoked or otherwise, making false accusation, use of impolite or insulting language against any other employee (Clause 29.16 of the Standing Orders)

The Enquiry Officer conducted the enquiry in compliance with the principles of natural justice and as per provisions of certified Standing Orders. The workman was given full and fair of opportunity to defend the charges. The workman participated in the enquiry with the assistance of a co-employee. He also produced 13 documents in support of his defence. He cross examined all the management witness. The workman also examined himself and two other witness on his side. The workman never raised any objection during the course of enquiry against the proceedings. He signed every page of the proceedings. The Enquiry Officer after analyzing the evidence reported that the charges levelled against the workman were true and the workman was found guilty of the misconducts alleged against him. A copy of the enquiry report was

furnished to the workman along with a show cause notice. The workman filed his reply. The Disciplinary Authority examined all the documents and accepted the findings of the Enquiry Officer. The Disciplinary Authority also considered the history of similar misconducts and the punishment awarded to the workman in the past. Disciplinary action was taken against the workman for abusing Sri.P. Arumugham which culminated in a punishment of 3 days suspension vide order dt.30.06.1994. The workman was awarded a punishment of withholding one annual increment with cumulative effect for absence from duty during the period 01.12.1995 to 19.03.1996 vide order dt.31.08.1999. Disciplinary enquiry was initiated against the workman for leaving the work spot without permission and for abusing Senior Executive of Kochi Refinery Ltd. Though the charges were proved, no punishment was awarded to the workman. The workman was also awarded a punishment of withholding of two annual increments with cumulative effect vide order dt.29.06.2009 for blocking two lady nurses in the company premises on 06.06.2005. Since the misconducts alleged and proved against the workman in the present case is of serious nature, another show cause notice was issued to the workman on the proposed punishment of dismissal from service of the company. Considering the seriousness of the charges proved against the workman, the workman was awarded a punishment of dismissal from service of the company.

8. The management also sought approval of this Tribunal under Clause (b) of subsection 2 of Sec 33 of ID Act, 1947 in view of the fact that an industrial dispute was pending before this Tribunal seeking approval of the dismissal of the workman from service. The workman was also paid Rs.1,21,714/- being one month wages. The workman thereafter submitted an application for settling the provident fund amount and the same was also released to him on 06.06.2018. The management also issued a show cause notice to the workman as to why the gratuity payable to him should not be forfeited. The workman filed his explanation. Since the explanation submitted by the workman was not satisfactory, the management decided to forfeit the gratuity of the workman in view of Sec 4(6) of the Payment of Gratuity Act. On the basis of a complaint received from the workman disciplinary action initiated against Sri.Sajeevakumar J and Sri.Sasikumar M.R. An impartial enquiry was conducted against the workers wherein the workman and two of his witnesses gave evidence. The Enquiry Officer found that the charges against Sri.Sajeevakumar J and Sri.Sasikumar M.R. are not proved. The Disciplinary Authority accepted the finding and the disciplinary proceedings were closed. The management has no direct knowledge about the alleged criminal proceedings initiated against Sri.Sajeevakumar J. and Sri.Sasikumar M.R. based on the complaint filed by the workman or regarding criminal proceedings allegedly filed against the workman based on the complaint filed by Sri.Sajeevakumar J. Before issuing charge sheet to the workman a detailed show cause notice was issued to him specifying the allegations and the workman submitted his detailed explanation denying the allegations in the show cause notice. The charge sheet was issued only thereafter. There is no requirement under the Standing Orders that separate statement of allegation is to be given along with the charge sheet. There is no illegality or procedural impropriety in not supplying statement of allegations along with the charge sheet. On the first day of enquiry the Presenting Officer furnished the list of documents and witnesses with a request to permit him to produce additional documents and witness, if required. The management denied the claim of the workman that CCTV camera is installed in front of the dress changing room of the company. In the cross examination on 15.02.2016 Sri.Sajeevakumar J. submitted that there were few more witnesses to the incident and also requested to include them as witness in the enquiry. The claim of the workman that all the witnesses in the enquiry were persons who resigned from CREA and joined REU is not correct. Sri.Noufal K. deposed in the enquiry that he is not a member of REU. The domestic enquiry conducted against the workman is legal and valid and in accordance with the principles of natural justice and the findings of the Enquiry Officer are based on evidence on record. The claim of the workman that he was victimized for his trade union activities is totally incorrect. The enquiry was initiated on a complaint filed by a co-worker and the charges were proved in the domestic enquiry conducted against the workman.
9. The workman was not a protected workman at the time of his dismissal. The union vide its letter dt.22.12.2016 submitted a list of 5 office bearers with a request to approve the same as protected workmen. The management did not approve the list and the union has not raised any dispute on the matter.
10. The averment of the workman that the management was keeping the grudge against the workman because of his trade union activities is denied. The punishment imposed by the management is legal and justifiable.
11. The workman filed a rejoinder denying the allegations filed in the written statement. The PF amount accepted by the workman without prejudice to his right to challenge the proceedings which ended in his dismissal.
12. When the industrial Dispute was pending, the management filed M.P. No.1/2018 U/s 33(2)(b) seeking approval for the punishment of dismissal which was denied by the Tribunal. In WP(C) no.29406/2019 the matter was remitted back to this Tribunal. The Division Bench of the Hon'ble High Court approved the decision of the Single Bench holding that "the Tribunal shall decide the matter untrammelled by any observation in this judgment or in the judgment of the Single Judge as they have been made only for the purpose of deciding the issue raised for consideration".

13. Although Hon'ble High Court of Kerala in W.A. No.1292/2022 directed to set aside the impugned judgment of Hon'ble High Court in writ petition as well as the award to the extent of the punishment imposed. It means the remaining award is inducted. Hon'ble High Court further directed to decide the issue of punishment after hearing both sides. Therefore I have to decide the issue of punishment only as per the directions of the Hon'ble High Court.
14. It is worth to mention at this stage that respondent management issued a reinstatement letter dt.29.07.2022 which is Annexure A3 of the affidavit filed by the claimant, issuance of this letter was not denied by the respondent. The subject of this letter runs as under.

“ Sub: Compliance with the oral orders passed by Hon'ble Division Bench of

High Court of Kerala dated 29th July 2022

We write with reference to the oral orders passed by the Hon'ble Division Bench of High Court of Kerala dated 29th July 2022 wherein you have been reinstated in duty today “.

The claimant appearing in person argued that since the respondent reinstated him on the last date of superannuation therefore he is entitled to get the whole service benefits along with back wages. Learned Counsel appearing on behalf of respondent argued that the claimant does not automatically become entitled of the back wages due to this reinstatement order on the last date of superannuation. He further argued that this Tribunal has to comply with the order passed by the Hon'ble High Court in writ appeal and bound to decide the question of punishment. The Hon'ble High Court set aside the award to the extent of the punishment imposed by this Tribunal and remand the matter back for re-consideration on the issue of punishment by this Tribunal. Therefore the argument submitted by the learned Counsel appearing on behalf of respondent is legal and valid, this Tribunal is bound to decide the question of punishment afresh as directed by the Hon'ble High Court in writ appeal.

15. Sec 11-A of the ID Act was inserted in 1971 and came into effect on 15.12.1971 the ingredients of Sec 11-A as under.
 - a. Any industrial dispute is referred relating to the discharge or dismissal of a workman for adjudication.
 - b. If the Tribunal is set aside 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.
 - c. Such direction may be waste on terms and conditions as the Tribunal 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.
 - d. That Tribunal shall rely only on the materials on record and shall not take any fresh evidence in relation to the matter.
16. The only charge that is proved against the workman is that there was some altercation by using abusive language between two or three employees near the dress changing room of the management company. The portion that arises is whether dismissal was disproportionate. If yes, what monetary relief if any, is payable upto the date of superannuation. As I stated in above para, that Sec 11-A empowered a Labour Court/Tribunal with punishment even when misconduct is proved. However this power must be used aspiringly and with reasons. In the present case on hand, the facts which are proved and the circumstances which are in existence are as follows.
 - a. The altercation by using abusive language is between the co-employee of the company, filthy language is not used against the superior authority.
 - b. The altercation happened in dress changing room, not at pure workplace.
 - c. The petitioner was awarded a Long Service Certificate which is Annexure A4 of the affidavit submitted by the claimant. The language of the certificate runs as under.

“ This certificate is being awarded to Mr.Surendran Nair P. N. on completion of 30 years of service in the Corporation on 01.12.2013. We wish you many more prosperous & pleasant years ”.
 - d. As per Annexure A5, a Service Award letter was written to the claimant the wording of this letter runs as under

“ It is with great pleasure that I congratulate you on completing 25 years of meritorious service in our Organization on 01.12.2008. As a token of appreciation, I am glad to present you with a 20gms gold coin. I wish you all the best in the years to come ”.

17. In the case of **Mahindra and Mahindra Ltd vs Narawade** reported in (2002) 08 BOM CK 0126, the Hon'ble Court held that Labour Courts can interfere with punishments U/s 11-A only if the punishment is

shockingly disproportionate to the misconduct. Hon'ble Court further observed that Court must see whether punishment disturbs the conscience of the Court compared with the gravity of misconduct. In the present case on hand, the misconduct is proved upto this extent that some altercation was happened with the co-employees in filthy language .

18. In the case of **LIC of India vs R. Dhandapani**, 2015 9 NSC 590, Hon'ble Supreme Court held that even though Sec 11-A gives power to Labour Courts, interference with punishment should be rarer and must be supported by reason. Hon'ble Court further held that Tribunal can reduce punishment only if dismissal is shockingly disproportionate to the degree of guilt.
19. In the case of **M.P. Electricity Board vs Jagdish Chandra Sharma**, 2005 9 NSC 120 Hon'ble Supreme Court held that a labour court cannot act as appellate authorities over disciplinary decisions. Interference with punishment is justified only when punishment is irrational or shockingly disproportionate and punishment cannot be modified merely on compassionate grounds.
20. In the light of the above sighted judgments, it can be concluded that even though the domestic enquiry is fair, the Tribunal may still examine proportionate of punishment and mould the relief U/s 11-A.
21. The misconduct committed by the claimant is minor in nature and there is a mitigating circumstance also available the claimant served for a long time with an award of 20 gm gold coin and praise certificate. Misconduct does not involve dishonesty, fraud, violence or serious indiscipline. A casual quarrel and one time abusive language without any violence. Therefore dismissal on this charge is too harsh and it may be modified by the Tribunal as per the powers given under Article 11-A of the Industrial Disputes Act. The dismissal is shocking to the conscience of the Tribunal.
22. As per the Annexure A3 of the affidavit filed by the claimant, he was reinstated on 29.07.2022 in the service. It was the date of his superannuation. Therefore there is no need to pass an order of reinstatement. The only question remains that is upto what extent the employee is entitled to get the back wages. When the punishment is held to be disproportionate, then the employee normally become entitled to get back wages. In the present case the punishment was shocking and disproportionate to the misconduct of the employee and employer fails to prove that employee was gainfully employed elsewhere. But this fact is also established that petitioner is guilty of misconduct although it may be of non-serious in nature but in the given circumstances he is entitled to get only 50% of back wages from the date of dismissal till the date of superannuation. The respondent is directed to provide 50% of back wages to the petitioner one month after the publication of award. No cost. Reference is answered accordingly.

The award will come into force one month after its publication in the official Gazette.

Dictated to the Personal Assistant, transcribed and passed by me on this the 9th day of March, 2026.

SUSHIL KUMAR-II, Presiding Officer

नई दिल्ली, 26 मई, 2026

का.आ. 1064.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार भारतीय स्टेट बैंक के प्रबंधतंत्र, संबद्ध नियोजकों और उनके कर्मकारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय हैदराबाद के पंचाट (183/2001) प्रकाशित करती है।

[सं. एल -12012/73/2001-आईआर(बी-1)]

सलोनी, उप निदेशक

New Delhi, the 26th May, 2026

S.O. 1064.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref.183/2001) 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-12012/73/2001- 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. 183/2001**

Between:

Sri Gundla Sayanna

S/o Ramachander,

H.No.1/22, Gundla Singaram,

Manadal & Post: University,

Hanamkonda – 506001.

... 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-12012/73/2001-IR(B.I) dated 16.8.2001 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 Gundla Sayanna, Ex.Temporary Messenger, SBI, Hanumakonda branch, Warangal Dist. (A.P.) w.e.f. 31.3.1997 is justified? If not, what relief the applicant is entitled?”

After receipt of the reference, it was numbered as ID No. 183/2001 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 of the Tribunal, the proper course to be adopted was to remit all the cases to the Tribunal. This we say for reasons more than one. Firstly, in such matters, claims have to be decided on individual basis, as different persons have different claims as to the length of officiation or discharge of duties and functions; quality of engagement, drawings, accounting of the post for each one of them, who have worked etc. All these issues will not be the same in all the cases. Therefore, each case ought to have been directed to be decided by the Tribunal afresh on individual basis. The second and most important aspect is the learned single Judge has in one go ordered re-employment of all the workmen. This is not a relief that could have been granted without answering the individual issues; each issue relating to each case could not have been decided by the writ Court within the format of its adjudication procedures and scope. The adjudicating body, which has to do that activity, is the Industrial Tribunal. Therefore, we are of the view that while we would sustain the order of the learned single Judge insofar as it interfered and sets aside the award of the Tribunal, the further findings and directions, issued through the impugned order have to go and the individual cases have to be sent back for consideration of the Tribunal. Such further procedure before the Tribunal will have to be carried forward with the materials already on record and also by affording an opportunity to the persons, who have claims as well as the management to place their rival contentions and further material before the Tribunal. The learned counsel appearing for the workmen are justified in pointing out that enormous delay has already happened and further action by the Tribunal in this line may be expedited.*

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

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

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

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

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

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

3. The factual matrix of instant industrial dispute as narrated by the Workman in his claim statement are that, the 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 owing to the restrictions imposed by the Government of India/Reserve Bank of India on intake of staff, the Respondent bank used to engage sub-ordinate staff like messengers, sweepers, sweeper cum water boys, etc., depending on the availability of work on purely temporary basis for the smooth and uninterrupted functioning of the branches. It is submitted that the All India State Bank of India Staff Federation which represents majority of the employees in the State Bank of India comprising about 98% of the work force as its members espoused the cause of temporary employees who have put in less than 240 days of temporary service in 12 calendar months in the bank and who were ineligible for any protection under Industrial Disputes Act, 1947 to give a chance for being considered for absorption and permanent appointments.

15. Discussions were held and on 17.11.1987 an agreement was signed between the federation and the Management bank under Sec. 2(p) read with Sec 18(1) of the Industrial Disputes Act, 1947 read with Rule 58 of Industrial Disputes (Central) Rules 1957. A copy of the said settlement dated 17.11.87 which may be herein after referred as first settlement is filed and 4 categories were made as it has already been mentioned in the claim statement above, it need not be repeated here. In the first settlement, it was agreed that the temporary employees as categorized would be given a chance for being considered for permanent appointment in the bank's service against the vacancies which are likely to arise during the period 1987 to 1991. On 16.7.88 second settlement was arrived between the Federation and the Bank whereby it was agreed to substitute the period of consideration of vacancies as 1987 to 1992 in place of 1987 to 1991 as contemplated under the first settlement dated 17.11.1987. This is the second settlement. A 3rd settlement was entered into on 27.10.88 and it was agreed that the bank's service against the vacancies likely to arise from 1988 to 1992 was to be considered. Government of India vide its letter dated 16.8.90 issued guidelines to all the public sector banks with regard to recruitment and absorption of temporary employees in public sector banks. The said guidelines were issued to implement on the lines of approach paper on the issue provided by a committee constituted in this regard. Government of India guidelines made it clear that all the public sector banks may follow the provisions laid down in the approach paper. The approach paper specified that the cases of temporary service in 12 consecutive months and who are entitled to benefit of Sec.25F of the Industrial Disputes Act, 1947 may be decided by entering into a settlement with the representative union. In respect of temporary employees who had put in less than 240 days of service in 12 consecutive months or less, a settlement could be avoided and however if the Management so desired they could enter into a conciliation settlement with the representative union. In para. 6(h) it is mentioned that only those temporary employees who had put in temporary service of 90 days or more days after 1.1.82 would be eligible for considering under the scheme. Although the Government guidelines envisaged for a settlement in respect of employees who had put in temporary service of 90 days or more days, the bank by way of a further concession entered into settlements. Even in respect of those who had put in less than 90 days and also the bank went a step further and said those persons who are working after 1975 were also considered. Hence, there was a genuine effort on the part of the Respondent bank to provide as many as possible jobs subject to the availability of the vacancies. However, para 6 (k) of the approach paper made it clear that it is a one time, exercise in full and final, settlement of all the claims and disputes for the past period, in respect of temporary workmen covered by the settlement. Another settlement was entered on 9.1.91 herein after referred as 4th settlement and the time limit was extended upto 1994 and separate panel was prepared for temporary employees, casual/daily wagers. It was agreed that while vacancies arising between 1988 to 1994 in respect of temporary employees and in respect of casual/daily wagers, they can be considered for the vacancies arising between 1995-96 only.

16. It is submitted that the administrative set up of the Hyderabad Local Head Office comprises of four Zonal Offices (Zones) at Hyderabad, Vijayawada, Visakhapatnam and Tirupathi covering all the Districts of Andhra Pradesh. In terms of the settlement the Management after following the procedure laid down therein prepared the panels of qualified candidates of temporary employees denoted as 1989 panel and also panel of casual/daily wagers denoted as 1992 panel for giving a chance for being considered for permanent absorption. These panels were prepared zone-wise separately for messengers and non-messengers in the descending order of temporary service put in by the candidates during the stipulated period i.e., 1.7.1975 to 31.7.1988. That the Federation approached the

Regional Labour Commissioner(C) for implementation of bi-partite settlement in respect of absorption of temporary employees. The Regional Labour Commissioner(C) conducted conciliation proceedings and an agreement was arrived between the Federation and the bank. It was agreed that it would be kept alive upto March, 1997. A copy of the conciliation proceedings dated 9.2.1995 signed by the parties is filed as material paper. A settlement was arrived at and an agreement was signed between the Federation and the Management bank on 30.7.1996 under Sec.2 (p) read with Sec.18(1) of the Industrial Disputes (Central) Rules, 1957, which is hereinafter called as 5th settlement. That on 27.2.1997 a Memorandum of understanding was also signed by the federation's affiliate and the bank Management recording the fact that the exercise of identifying the messengerial vacancies as on 31.12.1994 has since been completed by Central Office and thereby 403 messengerial vacancies were sanctioned. It was agreed that these vacancies may be filled from 1989 panel of temporary employees after effecting conversion from full time non-messengerial staff in the usual manner and the agreement was reached accordingly. It was agreed between the Federation's affiliate and the Management bank that in terms of the settlement dated 30.7.1996 both the panels of temporary employees and daily wagers/casual employees would lapse on 31.3.1997. That as agreed upon vacancies were filled from the panels. The Workman who has put in an aggregate temporary service of less than 240 days in a continuous block of 12 months period during 1.7.1975 to 31.7.1988 has no right to seek a direction to consider his candidature for absorption in the Management bank under any rule/law except under the settlement entered into thereon.

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

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

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

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

Ex.W1 is the service certificate. Ex.W2 is the notification. Ex.W3 is the interview call letter. Ex.W4 is the panel list. Ex.W5 is the service certificate. Ex.W6 is the service certificate. Ex.W7 is the service certificate. Ex.W8 is the lr. to employment exchange. Ex.W9 is the audit report.

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

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

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

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

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

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

Findings:-

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

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

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

Section 18(1) provides as follows:-

18. Persons on whom settlements and awards are binding.

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

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

aforesaid 5th settlement, is arbitrary and illegal.

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

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

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

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

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

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

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

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

The Tribunal thought that the question of the quantum of membership of the 2nd Respondent did not call for a finding at all in view of this Court's order. As observed above that was not a correct assumption. On the other hand, we feel

that this view of the Tribunal has led it to approach the matter in an entirely erroneous manner. The Tribunal is, rightly enough, conscious that under [section 18 \(1\)](#) of the Industrial Disputes Act the settlement was binding on the company and the members of the 3rd Respondent union. Even so, the Tribunal devoted nearly half of its order in scanning the evidence given by the company and Respondent No. 3 to find out whether the terms of the settlement had been explained by the President of the union to the workmen or not and whether the workers voluntarily accepted the settlement knowing all the "consequences". This to our mind is again an entirely wrong approach.

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

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

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

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

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

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

Section 25F provides:-

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

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

(b) the Workman has been paid, at the time of retrenchment, compensation which shall be equivalent to fifteen days'

average pay for every completed year of continuous service] or any part thereof in excess of six months; and

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

Compensation to workmen in case of transfer of undertakings.

Section 25B defines the term continuous service which provides

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

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

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

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

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

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

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

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

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

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

In Municipal Corporation, Faridabad v. Siri Niwas (2004 (8) SCC 195), held "the burden was on the Workman to show that he was working for more than 240 days in the preceding one year prior to his alleged retrenchment." In *M.P. Electricity Board v. Hari Ram* (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 did not undergo the regular process of selection before my engagement as a 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 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 temporary Messenger, in response to the advertisement issued by the bank and the union in the year 1991.... 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 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 settlement, panel was prepared for absorption of the workmen on the permanent posts has already been lapsed on 31.3.1997 and the vacancies existing and arising upto 31.12.1994 and upto 31.3.1997 as settlement dated 30.7.1996 has been filled up from the panel by appointing the workmen as per seniority in the panel list. Workman witness WW1 in his cross examination has himself admitted this fact that, some of the temporary employees whose names were included in the panel were given regular appointment in the bank in order of their seniority in the panel. The Workman failed to show that there was any breach of terms of settlement has been committed by the Respondent in appointment to permanent post from aforesaid panel list.

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

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

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

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

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

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

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

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

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

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

“Sri Krovvidi Narasimham, the learned counsel for the 2nd respondent contends, supporting the award that it was a permanent vacancy and even though the 2nd respondent was appointed on temporary basis, his services were not liable to be terminated and he was to be regularised into service on permanent basis. Shastri award warrants that no temporary appointment can be made to a permanent post. But the matter is now covered by two division bench judgements dated 28.11.1986 in W.A. No.791 of 1986 and 25.8.1987 in W.A. No.270 of 1982. The ratio decided in the two judgements is to the effect that there cannot be any mandate to appoint employees on permanent basis when the requirement is 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 Gundla Sayanna, 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

WW1: Sri Gundla Sayanna

Witnesses examined for the
Respondent

MW1: Sri Aluru Rama Rao

Documents marked for the Petitioner

Ex.W1: Photocopy of service certificate
Ex.W2: Photocopy of News paper advertisement/ notification
Ex.W3: Photocopy of interview call letter
Ex.W4: Photocopy of Panel list
Ex.W5: Photocopy of Service certificate
Ex.W6: Photocopy of service certificate
Ex.W7: Photocopy of Service certificate
Ex.W8: Photocopy of lr. to employment exchange
Ex.W9: 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, 26 मई, 2026

का.आ. 1065.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार मेसर्स हिंदुस्तान कॉपर लिमिटेड के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारी के बीच अनुबंध में निर्दिष्ट केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय-1, धनबाद, पंचाट (रिफरेन्स नं.- 13/2017) को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 26.05.2026 को प्राप्त हुआ था।

[सं. एल -43011/4/2017-आईआर(एम)]

सलोनी, उप निदेशक

New Delhi, the 26th May, 2026

S.O. 1065.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (**Reference No. 13/2017**) of the **Central Government Industrial Tribunal cum Labour Court-1 Dhanbad** as shown in the Annexure, in the Industrial dispute between the employers in relation to **M/s. Hindustan Copper Ltd.** and **Their Workmen** which was received along with soft copy of the award by the Central Government on 26.05.2026.

[No. L-43011/4/2017-(IR(M))]

SALONI, Dy. Director

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO.1,DHANBAD

In the matter of reference U/S 10 (1) (d)& (2A) of I.D.Act. 1947.

Reference Case No. 13/2017

Parties:

Employers in relation to the management of M/s. Hindustan Copper Ltd.,
Mosabani

AND

Their Workmen

Present: **Shri Sachindra Kumar Pandey**

Presiding Officer

Appearances:

For the Employers :-Sri D.K. Verma, Ld. Advocate

For the workmen :-Sri Sujit Kumar Shaw (In Person)

State : Jharkhand.

Industry:-Copper

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-43011/4/2017 IR(M) dated 28/06/2017 has been pleased to refer the following dispute between the employer i.e. management of M/s. Hindustan Copper Ltd., Mosabani and their workman, Sujit Kumar Shaw and 413 others for adjudication by this Tribunal:

SCHEDULE

“Whether the ex-employees of M/s HCL who were separated under VR Scheme due to closure of Mines are entitled for arrears of wages arising out of subsequent pay/wage revision?”

2. It is relevant to mention here that previously this Reference Case No. 13/2017 was decided by this Tribunal vide Award dated 28.09.2022 infavour of the workmen but when the Award was challenged by the management

before the Hon'ble Jharkhand High Court in W.P.(L) No. 406/2023, the same was set aside and the case was remanded back to this Tribunal with direction to consider the matter afresh and proceed in accordance with law to pass afresh Award. It is also relevant to mention here that the list of concerned ex-employees was not sent by the Ministry of Labour with the Reference order dated 28.06.17 though it was subsequently sent to this Tribunal on request having 414 names of ex employees out of which in Rakha Copper Project there are 226 ex employees in which serial no.218, 219 & 220 are missing.

3. The case of the workmen as per the written statement filed on their behalf is that the Director Personnel of the Head Office had issued Circular No. HCL/PERS/9/37/260 dated 20.02.1995 saying that pay fixation benefit should be given to all the VRS employees also and subsequently the office order of Chief Manager (P) ICC dated 09.03.1995 was also issued to the same effect. The VRS wage settlement was due from 1997, so the Hindustan Copper Limited had given interim relief to the employees as proof that whenever the pay/wage revision would be done, the employees would get the benefit and the pay/wage revision was done on 19.04.2006 and the Govt. Of India, Ministry of Mines vide Letter Ref 10/3/2004-MerIII dated 17th Oct. 2004 also given approval to the payment of residual arrears arising out of 1997 pay revision for a period from 01.01.1997 for executive and 01.11.1997 for non-executive to 31.07.2002. The Hindustan Copper Limited is a profitable unit and had given Cheque of Rs. 83.27 Crore, the 20% of the net profit to Mr. Dinsha Patel on 20.09.2013 for the financial year 2012-2013. The annual report published by the Hindustan Copper Limited on page no. 52 regarding "Schedules forming part of the accounts" describes regarding the payment of arrears arising out of pay fixation from 01.01.1997 for executive and 01.11.1997 for non-executive.

4. On the other hand the case of the management as per the written statement cum rejoinder filed on 04.11.2020 is that the present reference is not maintainable either in law or in facts as the names of the workmen concerned are not mentioned along with the terms of reference and for want of the same the reference is vague and not maintainable. As per Section 2A of the I.D. Act, 1947 "where any employer discharges, dismisses, retrenches or otherwise terminates the services of an individual workman, any dispute or difference between that workman and his employer connected with such discharge, dismissal, retrenchment shall be deemed to be an industrial dispute notwithstanding that no other workman nor any union of the workman is a party to the dispute. The Ex-employees of M/s. HCL who have separated under VR Scheme have neither been dismissed, discharged, retrenched nor terminated and therefore they can not be treated as workmen and they can not raise industrial dispute before the Authorities under I.D. Act, 1947. Due to exhaustion of mineable reserve and extremely uneconomic operation, the Mosabani Group of Mines comprising Mosabani including Badia, Pathargora, Kendadih and Surda Mines were closed during the period 1997-2003 after permission granted by the Ministry of Labour Govt. of India under the I.D. Act, 1947. The workmen of these erstwhile mines were entitled for closure compensation @ 15% Interest pay for every completed years of service or part thereof in excess of six months. However, in order to provide a better financial package they were offered the company's Voluntary Retirement Scheme which are VR compensation as per the Scheme was nearly three times of the closure compensation. Almost all the employee of the Mosabani Group of Mines who were scheduled to be retrenched opted to retire under VR Scheme which was in operation at that point of time. The VR separated employees who were paid the terminal benefits as admissible to them including the statutory dues at the time of separation itself and so they are not entitled to any further payment of arrears arising out of wages revision of 1997 effective from 01.11.1997 because 1997 wage revision which was effective from 01.11.1997 could be implemented only in April 2006 for the serving employees. The said wage revision of 1997 was however implemented with the approval of the Govt. of India, Ministry of Mines vide their number 10/3/204-Met-III dated 17.04.2006 thereafter a Memorandum of Settlement dated 19.04.2006 was signed between the representatives of the management and those of the Recognized Trade Union of the company before Chief Labour Commissioner (Central), New Delhi. Para (V) of letter dated 17.04.2006 of the Ministry of Mines says that the revised scale of pay may be implemented w.e.f. 01.08.2004, the arrears of payment on account of wages/pay revision would be decided separately in consultation with the Ministry keeping in view the paying capacity of the company and thus there was no direction regarding payment of arrears to VR separated employees and it did not specify payment of arrears of 1997 wage revision for the entire period even to the regular employees. Clause 8.1 of the aforesaid settlement dated 19.04.2006 lays down that the modalities of the payment of arrears will be discussed and decided separately keeping in view the payment capacity of the company in consultation with the Administrative Ministry and the Ministry of Mines vide Letter No. 10/3/2004 Met. III dated 17.10.2008 conveyed the approval of the Government of India for the payment of residual arising out of 1997 pay revision for the period from 01.01.1997/01.11.1997 to 31.07.2002 to the existing employees and to those separated otherwise than on VR in two installments during the current fiscal year subject to availability of surplus fund. However due to non-availability of surplus fund this could not be paid to any for the period 01.01.1997/01.11.1997 to 30.11.1999. During NJCC meeting held on 16.04.2009, protracted deliberations and also considering the paying capacity of the company, the representatives of the recognized trade unions unanimously conveyed their consent for forgoing the residual 1997 wage arrears arising out of the 1997 Wage Revision for the period 01.11.1997 to 30.11.1999 and the decision was duly conveyed to the Board of Directors and Ministry of Mines in respect of issue of non-payment of full wage revision arrears to Regular Employees, it is worth mentioning that even the regular employees have not been paid full arrears arising out of 1997 Wage Revision due to the aforesaid decision of NJCC. By way of rejoinder it has been stated that the statement of the workmen in Paragraph 1 of the W/S

is not correct and that of Paragraph 2 to 11 of the W/S are neither correct nor relevant and ultimately it was prayed to hold that the Ex-Employees of M/s. HCL who were separated under VR Scheme due to closure of Mines are not entitled for arrears of wages arising out of subsequent pay/wage revision.

5. It transpires that the sponsoring union has also filed a rejoinder to the W/S of the management stating that the Mosabani Group of Mines including Rakha Copper Project Mines were closed phase wise on a plea of exhaustion of mineable reserve. The Surda Mines are running after re-opening and Kendadihis also running. The Ministry of Mines has issued guidelines for the benefit of the employees which were not followed by the HCL Management. The HCL have paid interim relief as pay/wage revision were pending since 01.01.1997 for executive and 01.11.1997 for non-executives. Interim relief is the part and parcel of long pending against pay/wage revision and the workmen had not received the benefit of guidelines of Ministry. The concerned workmen were the employees of the management till the clearance of their all dues and they have got right to raise the compliant of their dues which is legal. In a settlement held on 19.04.2006 it is cleared that who are on the roll on 01.01.1997 as an executives and 01.11.1997 of non-executives are entitled to the benefits. The management had given arrears to all the employees including VR separated employees of their wage/pay revision on previous occasion.

6. In support of their case no witness has been examined from the side of the workmen.

7. The following documentary evidences have been adduced in favour of the workmen:-

Exhibit W-1- Photo Copy of Circular No. HCL/PERS/9/37/260 Dt. 20/02/1995.

Exhibit W-2- Photo Copy of Office Order of Chief Manager (P) ICC, dated 09/03/1995 regarding Circular No. HCL/PERS/9/37/260 dated 20/02/1995.

Exhibit W-3- Photo Copy of Memorandum of Settlement- 2006 of Hindustan Copper Ltd.

Exhibit W-4- Photo Copy of Letter dated 17/10/2008 regarding payment of wage/salary arrears arising out of 1997 Pay Revision.

Exhibit W-5- Photo Copy of Office Memorandum dated 08/12/2000 regarding Voluntary Retirement Scheme/Voluntary Separation Scheme.

Exhibit W-6- Photo Copy of Annual Report of Hindustan Copper Ltd. 2006-2007.

Exhibit W-7- Photo Copy of Memorandum of Agreement of Hindustan Copper Ltd dated 27/03/1980.

Exhibit W-8- Photo Copy of Letter No. L-43024/3/99/IR (Misc.) dated 23/12/1999 regarding application seeking permission of Govt. for closure of Pathargora and Kendadih Mines.

Exhibit W-9- Photo Copy of Letter No. 43024/5/97/IR (Misc.) Dt. 01/10/1997 regarding application seeking permission of Govt. for closure of Mosabani Mines.

Exhibit W-10- Photo Copy of Letter dated 08/06/2001 of RanaSom, Director (Personnel).

Exhibit W-11- Photo Copy of Memorandum of Settlement- 2006 of Hindustan Copper Ltd.

8. On the other hand the management has examined MW-1ArjunLohara and has adduced the following documentary evidence:-

Exhibit M-1 – Photo copy of Voluntary Retirement Scheme, 1993

Exhibit M-2 – Photo copy of Circular No. HCL/PERS/9/37 dated 20.02.1995

Exhibit M-3 – Photo copy of 4th Memorandum of Wages Agreement, 1995

Exhibit M-4 – Photo copy of Voluntary Retirement Scheme, 1999.

9. Heard both sides and perused the materials on record.

It was submitted on behalf of the workmen that all the workmen were the regular employees of HCL Mosabani and they opted for retirement under VR Scheme that was floated at that time and prior to their Voluntary Retirement, 1997 Pay Revision was due and therefore they are entitled for the arrears and all the other benefits of wage revision from 01.11.1997 as per the Government order as well as tripartite agreement between the employer and employees signed on 19.04.2006 and prayed to allow the case of the workmen and answer the reference in their favour.

10. On the other hand the Ld. Counsel for the management has submitted that this reference was made about 20 years later of the separation Of the employees and the list was also not sent with it and so this is stale one as well as doubtful and can not be considered by this Tribunal. He further submitted that there is no material on record to show that all the employees are being represented by Sujit Kumar as he has filed the case only under his signature. It was further submitted that as the workmen have already taken VRS from HCL Company, there is no employer employee relationship and they have been paid terminal benefits and other statutory dues therefore they can not raise this dispute and it was clearly provided in letter dated 10.03.2004 and 17.10.2008 that the payment of residual arrears

arising out of 1997 pay revision for the period 01.01.1997/01.11.1997 to 31.07.2002 has to be made to the serving employees and to those separated otherwise than on VR and so the concerned workmen are not at all entitled for any arrears of the wage revision and prayed to reject the case of the workmen and hold that they are not entitled for any wage revision after taking voluntary retirement.

11. **Issue**

Whether the ex-employees of M/s HCL who were separated under VR Scheme due to closure of Mines are entitled for arrears of wages arising out of subsequent pay/wage revision?

12. On perusal of the case record it transpires that the workmen have not adduced any oral evidence.

13. But as regards the documentary evidence, on perusal of **Exhibit W-1** it transpires that this is Circular No. HCL/PERS/9/37/260 dated 20.02.1995 issued from the HCL Head Office, Calcutta in which it has been mentioned that this is for the information of all concerned that employees who have retired/will be retiring under the company's Voluntary Retirement Scheme will be entitled to wage revision/pay revision benefits as and when the same is finalized. **Exhibit W-2** is another circular dated 09.03.1995 issued from the office of the Chief Manager (Personnel) and on its perusal it transpires that this has reference to EO's Circular No. HCL/PERS/9/37 dated 20.02.1995 regarding payment of arrears on account of wage revision/pay revision to employees retiring under Company's VR Scheme in addition to pay revision benefits will also be entitled for VR benefits based on benefits accruing on wage revision/pay revision. **Exhibit W-3** is the Memorandum of Settlement- 2006 of the HCL, Govt. of India Enterprise and on perusal of the terms of settlement it appears that as per clause 1.1 the settlement shall cover all the regular workmen borne on the rolls of Hindustan Copper Limited as on 01.11.1997 subject to the conditions enumerated in para 7.1 and 8.1 of this Memorandum of Settlement and the period of settlement has been given as from 01.11.1997 to 31.10.2007 and clause 7.1 says that the fixation of pay in the revised scales of pay will be effective from 01.11.1997 however this fixation will be notional from 01.11.1997 and actual payment would commence from 01.08.2004 in the revised scales of pay. Hence clause 8.1 says that the matter of payment of arrears for the earlier period from 01.11.1997 to 31.07.2004 and modalities of the payment thereof will be discussed and decided separately keeping in view the paying capacity of the company in consultation with Administrative Ministry. It further transpires from this Exhibit that it has been entered into between the workmen/union and employer/management. **Exhibit W-4** is the letter dated 17th October 2008 written by the Under Secretary of the Govt. of India to the General Manager (H&A) HCL, TamraBhawan, Kolkata regarding payment of wages/salary arrears arising out of 1997 pay revision and on its perusal it is evident that the approval of the Govt. has been conveyed to the payment of residual arrears arising out of 1997 pay revision for the period from 01.01.1997 (for Executive)/01.11.1997 (for Non-Executive) to 31.07.2002 to the existing employees and to those separated otherwise than on VR in two installments during the current fiscal year subject to availability of surplus fund. **Exhibit W-5** is the Office Memorandum dated 08th December, 2000 of the Govt. of India, Ministry of Heavy Industries & Public Enterprises Department of Public Enterprises and on its perusal it is evident that it is related to the Voluntary Retirement Scheme/Voluntary Separation Scheme for the employees of Public Enterprises and it has been mentioned in the 3rd column of the same that Ex-gratia will be re-calculated on the basis of revised pay scale and the difference be paid. **Exhibit W-6** is the copy of Annual Report 2006-2007 of HCL and on its perusal it transpires that the pay revision of the employees of company has been made effective with the approval of the concerned Ministry w.e.f. 01.08.2004 reckoning the base date from 01.01.1997 and 01.11.1997 for Executives and Non-Executives respectively for the purpose of fixation of pay under resultant liability amounting to Rs.180210 thousand for the period 01.08.2003 to 31.07.2004 has been accounted for in the current year as an extraordinary item. The issue of arrear salary for the period from 01.01.1997/01.11.1997 to 31.07.2003 is yet to be finalized and is subject to compliance of various formalities. In view of the situation and amount of Rs. 900799 thousand computed on the aforesaid basis for the said period has been considered as contingent liability and regarding Voluntary Retirement expenses it has been mentioned that Voluntary Retirement expenditure incurred by the company is charged to revenue over a period of 60 months and it has adjusted against Government Grant received for this purpose. **Exhibit W-7** is the Memorandum of Agreement reached at Calcutta on 27.03.1980 between the management of HCL and workmen. **Exhibit W-8** is letter dated 23rd December, 1999 written by the Director to the Chairman-cum-Managing Director, M/s. HCL, Indian Copper Complex, Ghatsila, East Singhbhum and on its perusal it is evident that it has been given seeking permission of the Government for closure of the Pathargora and Kendadih Mines (ICC) of M/s. HCL under section 25(O) of the Industrial Disputes Act, 1947 mentioning therein regarding the poor ore body, bad ore geometry and low ore grade, High Cost of Production, Low value realization, High losses etc highlighting that the workers should be paid arrears of wages and salaries, Provident fund dues, gratuity and all other statutory dues owed to them inter-alia. **Exhibit W-9** is the letter dated 01.10.1997 written by Desk Officer to the Chairman-cum-Managing Director, HCL regarding application seeking permission of the Government for closure of Mosabani Mines on the ground that Mining operation in Mosabani Mines have become uneconomical due to rising cost of production, reduction of import duty on copper etc. providing for the payment of retrenchment compensation and ultimately it has been informed that a permission of the Govt. is hereby granted for closure of the industrial establishment at Mosabani Mines w.e.f. 1st December, 1997. **Exhibit W-10** is the Circular dated 08.06.2001 issued under the signature of RanaSom, Director (Personnel) to the Assistant Manager (Indl. Engg.) Rakha Copper Project, Singhbhum informing that due to the closure notice of the mining operations it has been decided to abolish the post

held by him and a Voluntary Retirement Scheme of the Company has been re-opened for a period of one month from 01.06.2001 to 30.06.2001 and if he applies for the same, the same will be considered for acceptance before termination. **Exhibit W-11** is the Memorandum of Settlement- 2006 of the HCL entered into between the employer/management and the workmen/union before the Chief Labour Commissioner (C), New Delhi on 19th April 2006 and on its perusal it is evident that the period of settlement is from 01.11.1997 to 31.10.2007 and it shall cover all the regular workmen borne on the rolls of HCL as on 01.11.1997 subject to the conditions enumerated in para 7.1 and 8.1 of this Memorandum of Settlement and clause 7.1 says that the fixation of pay in the revised scales of pay will be effective from 01.11.1997 however this fixation will be notional from 01.11.1997 and actual payment would commence from 01.08.2004 in the revised scales of pay. Hence clause 8.1 says that the matter of payment of arrears for the earlier period from 01.11.1997 to 31.07.2004 and modalities of the payment thereof, will be discussed and decided separately keeping in view the paying capacity of the company in consultation with Administrative Ministry.

14. On the other hand the management has examined MW-1ArjunLohara who is working as Chief Manager (HR) and he has deposed that Mosabani Group of Mines were closed and Voluntary separated were paid terminal benefits as admissible to them including the statutory dues at that time of separation itself and therefore they are not entitled to any further payment of arrears arising out of wages revision of 1997 effective from 01.11.1997. There was no direction regarding payment of arrears to VR separated employees. HCL had introduced Voluntary Retirement Scheme from 1993 to 2006 and as per clause 8.1 of the HCL employees Voluntary Retirement Scheme of 1993 the Scheme shall come into force w.e.f. 01.04.1993 and shall remain operative upto 31.05.1993 and the Circular dated 20.02.1995 issued by the Director (Personnel) of HCL and Circular dated 09.03.1995 issued by the Chief Manager (Personnel) of HCL are not related to 5th Memorandum of Wage Settlement for the period 01.11.1997 to 31.10.2007. This circular dated 20.02.1995 states that further to our circular of even number dated 24.05.1994, the HCL Voluntary Retirement Scheme, 1993 continues to be in operation till 31.03.1995. The above mentioned circulars are related to 4th Memorandum of Wage Settlement of 1995 for the period 01.11.1992 to 31.10.1997 which was signed on 20th December 1995. The employees were separated under the V.R. Scheme are not entitled to receive arrears due to non-availability of surplus fund residual arrears could not be paid to anyone for the period 01.01.1997 (for executives)/01.11.1997 (Non-executives) to 30.11.1999. He has also adduced Voluntary Retirement Scheme of 1993 (Exhibit M-1), Circular date 20.02.1995 (Exhibit M-2), 4th Memorandum of Settlement of 1995 (Exhibit M-3) and Voluntary Retirement Scheme of 1999 (Exhibit M-4). In Cross-examination he has admitted that he has been working in HCL since 2011 and 5th All India Wage Settlement Revision that was done in the year 2006 for 10 years from 01.11.1997 and it was implemented since 01.08.2004 and it was also mentioned therein that the arrear payment provision prior to the year 2004 will be decided subject to paying capacity of the company and direction of Mining Ministry. He has also admitted that this wage revision will be applicable for on roll employees on 01.11.1997 but it will be paid since 01.08.2004.

15. As regards the documentary evidence of the management **Exhibit M-1** is the Photo copy of Voluntary Retirement Scheme of 1993 which is not at all relevant for this case. **Exhibit M-2** is the photo copy of Circular dated 20.02.1995 and on its perusal it transpires that this is for information of all concerned that employees who have retired/will be retiring under the Company's Voluntary Retirement Scheme will be entitled to wage revision/pay revision benefits as and when the same is finalized and as this is of dated 20.02.1995, the management is of the plea that this is related to the 4th pay/wage revision and not to the 5th one to which this case is related. **Exhibit M-3** is the photo copy of 4th Memorandum of Wage Settlement 1995 which is also not related to the present case and so irrelevant. **Exhibit M-4** is the photo copy of Voluntary Retirement Scheme 1999 and for the above reason this is also not relevant for the purpose of this case because admittedly the case of the workmen falls under 5th Memorandum of Wage Settlement 2006 for the period 01.11.1997 to 31.10.2007.

16. On perusal of the oral as well as documentary evidence available on the case record it is evident that the case of the management is that the 5th Memorandum of Wage Settlement 2006 for the period 01.11.1997 to 31.10.2007 which was signed on 19th April 2006 is not at all applicable to the case of the concerned workmen who have already taken voluntary retirement and are voluntarily separated under the VR Scheme as this is applicable only to the serving employees and once they have taken voluntary retirement the employer-employee relationship between the management and the concerned workmen comes to an end and they have already been paid the terminal benefits as admissible to them including statutory dues at the time of separations itself but on perusal of Exhibit W-3 and W-11 which are Memorandum of Settlement of 2006 it is crystal clear that the settlement shall cover all the regular workmen borne on the rolls of HCL as on 01.11.1997 subject to the condition enumerated in Para 7.1 and 8.1 of the Memorandum of Settlement and the period of settlement has been mentioned from 01.11.1997 to 31.10.2007 and this Memorandum of Settlement has been entered into between the workmen/union and the employer/management and signed on 19th April 2006 at New Delhi in the presence of Chief Labour Commissioner (Central) and therefore, well binding on both the parties and at the same time on perusal of the list of 414 employees that has been sent to this Tribunal from the Labour and Employment Ministry it transpires that the voluntary retirement date of all the ex – workmen are after the date of 01.11.1997 and thus they are very well on roll on that very particular date and therefore, this Tribunal is of the considered view that all the concerned workmen are very well entitled to the benefit of wage revision. Secondly as regards the plea of the management regarding reference being stale and the truthfulness of the list of ex-workmen subsequently sent by the Ministry of Labour and Employment to this Tribunal, the Hon'ble

Apex Court have been pleased to hold in case of National Engineering Industries Ltd vs State of Rajasthan & Ors reported in AIR 2000 SC 469 that Industrial Tribunal being creature of statute, can not go into the question of validity of Reference and the same will also apply to the list of ex-workmen subsequently sent to this Tribunal by the Ministry of Labour and Employment.

Now as regards the plea of the management that the statement of claim filed on behalf of the workmen bears only the signature of Sujit kumar Shaw and there is no mention in the same that the same is being filed in representative capacity on behalf of all the workmen, though this is true but this Tribunal is of the opinion that this is procedural irregularity/ technicality and the Hon'ble Apex Court have been pleased to hold in case of State of Punjab & Anr vs Shamlal Murari & Anr reported in AIR 1976 SC 1177 that procedure is a servant to justice, meant to facilitate, not block its administration, stressing that technical interpretations leading to injustice should be avoided. In the present case there is no doubt that the collective interest of all the concerned ex-employees are involved and it is recognized principle of labour law that Industrial Dispute Act, 1947 is a beneficial legislation and the primary objective of the Act is to promote industrial peace and harmony and to provide swift and effective relief/remedy to the workmen who have often been in vulnerable position related to the employers and therefore, the proceedings under the Act should not be dismissed solely on technical grounds and most importantly the rules or procedure are handmade of justice and not its mistress so technicalities should not be allowed to prevent cases from being decided on merit.

Now as regards **Exhibit W-4**, this is a letter dated 17th October 2008 written by the Under Secretary of the Govt. of India to the General Manager (H&A) HCL, TamraBhawan, Kolkata informing that the approval of the Govt. has been conveyed to the payment of residual arrears arising out of 1997 pay revision for the period from 01.01.1997(for Executive)/01.11.1997 (for Non-Executive) to 31.07.2002 to the existing employees and to those separated otherwise than on VR but this Tribunal is of the view that this being in contravention of Ext.3 & 11 ie Memorandum of Settlement of 2006, can not be binding on the concerned ex-employees and management of HCL.

17. On the basis of above discussions of facts, circumstances and materials on record this Tribunal finds and holds that all the concerned 414 Ex-employees of M/s. HCL who were separated under VR Scheme due to closure of Mines, are entitled for arrears of wages arising out of subsequent pay/wage revision and accordingly the management is directed to make payment of their arrears of wages within a period of 3 months from the date of publication of this Award. The reference is answered accordingly.

Let the copies of Award in duplicate along with list of workmen be sent to the Ministry of Labour & Employment, Government of India, New Delhi for information and notification.

SACHINDRA KUMAR PANDEY, Presiding Officer

EX-EMPLOYEES (EXECUTIVES) OF HINDUSTAN COPPER LIMITED MOSABONI GROUP OF MINES INCLUDING

RAKHA COPPER PROJECT

BORNE ON THE ROLLS OF HCL AS ON 01-01-1997 / 01-11-1997

SL. NO	NAME	EX-BATCH NO	DESIGNATION	COMPLETE ADDRESS	DATE OF V.R.
1	Sujit Kr. Shaw	10517	Molder-1	Vill-Kelabagan, PO-Badia, Dist-E. Singhbhum, Jharkhand, PIN-832104	31/01/2000
2	Md. Jamaluddin	4207	Loco Driver	Vill-Mohulbera, PO-Mosaboni, Dist- E. Singhbhum, Jharkhand, PIN-832104	02/02/1998
3	Sukdeb Bharat	10699	Sr. Fitter	Vill-Badia (Soshodih), PO-Badia, Dist-E. Singhbhum, Jharkhand, PIN-832104	16/06/2003
4	Anudhaj Shaw	00222	Sr. D.D. Asst	Vill-Mohulbora, PO-Badia, Dist-E. Singhbhum, Jharkhand, PIN-832104	16/08/2000
5	Shasadhar Mahato	11757	Blaster Asst-I	HCL / ICC, Mosaboni Mines, South Bottom, New Colony.	30/09/1997
6	Ram Chandra Soren	003558	Sr. Blaster	HCL / ICC, Mosaboni Mines, Badia Top, Sundar Nagar	30/09/1998

7	Purno Patar	10499	Electrician-second class	Sundar Nagar, AT Post Mosaboni	04/10/2001
8	Ram Swarup Ram	10579	Asst. Driller-II	HCL/ ICC, D.D. Dept., Mosaboni Mines	16/08/2000
9	Bansidhar Mohanty	2086	Pipe Fitter-II	Kela Bagan, PO-Badia, East Singhbhum,	2000
10	Swapan Kisku	426	Electrician	Vill-Sildadera, PO + PS-Mosaboni,	16/06/2003

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BORNE ON THE ROLLS OF HCL AS ON 01-01-1997 / 01-11-1997

SL. NO	Name	Ex-Batch No	Designation	Complete Address	Date of V.R.
11	Shyam Charan Majhi	879	Staff Car Driver Garrage	Vill-Teta Badia, PO-Badia, Dist-E. Singhbhum, Jharkhand, PIN-832104	19/06/1999
12	Kuspal Giri	001321	Lineman-II	Vill + PO-Badia, Dist-East Singhbhum, Jharkhand, PIN-832104	April 2001
13	Upendra Pator	4505	Shift Asst	Vill-Katsakara, PO-Badia (MSB), PIN-832104	25/11/1997
14	Sarat Naik	11836	Fitter-II	Vill + PO-Badia, Dist-East Singhbhum, Jharkhand, PIN-832104	11/03/1999
15	Pradeep Kr. Singh	445	Sr. Moulder	Vill-Bara Bazar, PO-Barabhum, Dist-Purulia, (W.B.)	1999
16	Ananda DuTta	001577	Office Peon	At -P.W.D., PO-Mosaboni, Dist-East Singhbhum, Jharkhand-832104	16/06/2003
17	Raghu Nath	10336	Hast Mistry Asst	Vill-Upar Bandha, PO-Surda, Dist-E. Singhbhum, Jharkhand, PIN-832104	2000
18	Satish Ch. Naik	8688	Tember Asst	Vill-Baliagora, PO-Badia, Dist-E. Singhbhum, Jharkhand, PIN-832104	27/11/1997
19	Sankar Mahali	11805	Fitter-II	Vill-Latia, PO-Badia, Dist-E. Singhbhum, Jharkhand, PIN-832104	31/01/2000
20	SK. Sattar	10386	Driller + Canteen Attender-II	Vill-Mohulbera, P.O.-Masaboni, Dist-E. Singhbhum, Jharkhand, Pin-832104	27/11

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BORNE ON THE ROLLS OF HCL AS ON 01-01-1997 / 01-11-1997

SL. NO	Name	Ex-Batch No	Designation	Complete Address	Date of V.R.
21	Md. Khalil Ansari	1420	Watch Men	Vill-Mohulbera, PO-Mosaboni, Dist. – E. Singbhum, Jharkhand, PIN-832104	04/10/2001
22	SK. Abdul Razak	11256	Fitter-1 Mosabani	Vill + PO-Badia, Dist. – E. Singbhum, Jharkhand, PIN-832104	31/01/2000

23	Mrilunjoy Gowala	001422	Sampler	Vill-Badia(Soshodih), PO-Badia, Dist. -E. Singhbhum, Jharkhand, PIN-832104	04/10/2001
24	Sunaram Kisku	6677	Supp. Mistry Asst-1	Mosaboni	24/07/1999
25	Jairam Besra	00046	Asst. Driller	North Surda, North See.	16/06/2003
26	Kanai Das (8521645195)	6037	Blaster	Meria, PO-Mosaboni, PIN-832104	31/01/2000
27	Abubakar	4438	MazDur	Badya-832104, PO-Badya	26/11/1997
28	Amanulla	009136	Jamper Chaker	PO-Badia , Dist. E. Singhbhum, Jharkhand, PIN-832104	31/01/2000
29	Ajit Kumar Dey	5798	Mechimt	Vill-Pathorgora, PO-Mosaboni, Dist. East Singhbhum, Jharkhand, PIN-832104	01/04/2001
30.	Ludhia Majhi	2527	Timber Mazdur	Vill + PO-Badia, Dist. East Singhbhum, Jharkhand, PIN-832104	29/11/1997

**EX-EMPLOYEES (EXECUTIVES) OF HINDUSTAN COPPER LIMITED MOSABONI
GROUP OF MINES INCLUDING**

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BORNE ON THE ROLLS OF HCL AS ON 01-01-1997 / 01-11-1997

SL. NO	Name	Ex-Batch No	Designation	Complete Address	Date of V.R.
31	Murari Mohon Shaw	640	Electrician-I	Vill-Kelabagan, PO-Badia, Dist-East Singhbhum, Jharkhand, PIN-832104	March 1999
32	Amatulla	002363	Pump Operator-I	Vill + PO-Badia, Dist-East Singhbhum, Jharkhand, PIN-832104	04/10/2001
33	Sanat Kumar Shaw	10497	Febrication Fitter-1	Ne/5/15, PO-Mosaboni, Dist-East Singhbhum, Jharkhand, PIN-832104	04/10/2001
34	Gour Ch. Bhakat	11477	H. Mistry Asst.	Vill-Uparbandha, PO-Surda, Dist-East Singhbhum, Jharkhand, PIN-832104	31/01/2000
35	Khoka Majhi	11051	Rock Breaker Operator	Vill-Uparbandha, PO-Surda, Dist-East Singhbhum, Jharkhand, PIN-832104	2003 Last Day
36	Ramanuj Mandhata	523	Wire Man-I	Vill-Kumadol, PO-Naire, Dist-Khurda (Orissa), PIN-752034	16/08/2000
37	G. B. Bhattacharjee	009609	Blaster	Vill + PO-Badia, Dist-East Singhbhum, Jharkhand, PIN-832104	31/03/1999
38	Brishketu Gowala	011277	Fitter-II, M/C Shop	Vill + PO-Badia, Dist-East Singhbhum, Jharkhand, PIN-832104	04/10/2001
39	Hiralal Gowala	010347	Sampler	Vill + PO-Badia, Dist-East Singhbhum, Jharkhand, PIN-832104	16/08/2000
40	Sambhu Nath Bhogel	006742	Trammer	Vill-Kelabagan, PO-Badia, Dist-East Singhbhum, Jharkhand, PIN-832104	26/11/1997

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BORNE ON THE ROLLS OF HCL AS ON 01-01-1997 / 01-11-1997

SL. NO	Name	Ex-Batch No	Designation	Complete Address	Date of V.R.
41	Mohit Kr. Shaw	3475	Mali	NC/5/12, PO-Mosaboni, Dist-East Singhbhum, Jharkhand, PIN-832104	16/08/2000
42	Bishwanath Mishra	3799	Sr. Garage Assit.	Vill-Teta Badia, PO-Badia, Dist-E. Singhbhum, Jharkhand	06/11/1997
43	Twava Mani	2128	Sr. D.D. Assit.	D/3A, Door No-8, Musaboni-3	16/08/2000
44	Uday Shonkar Singh	4250	R.D. Crew Assit.	C/6, QR No-13, Musaboni-3	16/06/2003
45	Ananta Giri	2109	Store Keeper 'B' (Mines Store)	Vill-Dakui, PO – Pita Juri, Dist-East Singhbhum, Jharkhand	01/04/1999
46	Bijay Khilare	8421	Mason Assit I	Vill-Mural, PO-Mural, Dist-East Singhbhum, Jharkhand	29/03/1999
47	Gouranga Naik	001332	Asstt-I	Vill + PO-Badia, Dist-East Singhbhum, Jharkhand, Pin-832104	31/01/2000
48	Tarani Dhir	004485	Hoist Mistry Asst-I	Vill + PO-Badia , Dist-East Singhbhum, Jharkhand, PIN-832104	30/04/2002
49	Ananta Raj Puran	010590	R.S. Operator	Vill + PO-Badia, Dist-East Singhbhum, Jharkhand, PIN-832104	31/01/2000
50	Anil Dhir	009978	Pipe Fitter Asst-II	Vill + PO-Badia, Dist-East Singhbhum, Jharkhand, PIN-832104	31/03/1999

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INCLUDING**

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SL. NO	Name	Ex-Batch No	Designation	Complete Address	Date of V.R.
51	Ghasi Ram Naik	011737	SRD. Mech(Loan) T-4	Vill + PO-Badia, Dist-East Singhbhum, Jharkhand, PIN-832104	16/06/2003
52	Basudeb Giri	6731	Hoisting Mistry Asst-I	Vill-Mohulbera, PO-Mosaboni, Dist-East Singhbhum, PIN-832104	16/06/2003
53	Gundu Murmu	11740	Trammer	At. Kumurmundi Sand Hall, PO-Badia, Dist-East Singhbhum, Jharkhand, PIN-832104	30/04/2002
54	Sarat Ch. Giri	6992	Civil Water Supply	At.-Mohulbera, PO-Mosaboni, Dist-East Singhbhum, Jharkhand, PIN-832104	01/04/2001
55	Gokul Ch. Shaw	10573	Sr. Tech	North Sec surdaMines	01/01/2000

			Supervisor		
56	A. Gopalan	674	Sr. Electrician	Sub. Stn Banalopa	30/04/2004
57	Ganga Prasad Sah	359	Welder Co. Gas Cutter	Teta Badia, Badia	16/06/2003
58	A. K. Senapati	11637	D.D. Asst	N.C 3/40 New Colony	16/08/2000
59	Bhagwan Ram	003259	Atla M/C Operator	At. Mohulbera, PO-Mosaboni, Dist-East Singhbhum, Jharkhand, Pin-832104	31/01/2001
60	Rabindra Nath Naik	002030	Supp. Mistry Asst-I	At. Padudin (Badia), PO-Badia, Dist-East Singhbhum, Jharkhand, PIN-832104	31/03/2001

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SL. NO	Name	Ex-Batch No	Designation	Complete Address	Date of V.R.
61	Rabi Modi	11899	Dumper Operator	Vill-Gangadih, PO-Halud Pukur, Dist-East Singhbhum, Jharkhand	04/12/2001
62	Kanda Mahato	3085	Shaft Material Mistry Asst-I	Vill-Naranpur, PO-Silda, West Midnapur (W.B)	31/03/1999
63	Parasuram Mahakur	004516	Electrical Asst-I	At Parulea, PO-Dumuria, Dist-East Singhbhum, Jharkhand, PIN-832104	31/01/2000
64	Binod Mahato	757	Moulder-II	Vill-Matihana, PO-Silda, Dist-Pachim Mednapur, PIN-721515	31/09/2000
65	Naba Kumar Sahoo	8953	Jr. Tech. Supervisor	At Narayanpur, PO-Silda, PS-Binpur, Dist-Paschim Mednipur, PIN-721515	16/05/2000
66	Thakurdas Mahato	000562	W.E. Driver SPL	Vill-Gandapal, PO-Belpahari, Dist – P.Midnapur (W.B)	04/10/2001
67	Manaranjan Mahato	006365	North Badia Timber Mistry	Vill-Ganda Pal, PO-Belpahari, Dist-P. Mednipur (W.B)	
68	Rajani Kanta Mahato	3846	Loco Asst-II	Vill-Shalboni, PO-Silda, Dist-P.Midnapur (W.B)	31/03/1999
69	S.K. NAD (Sajal Kumar Nad)	008661	Chief Pharmacist	Vill + PO-Silda, West Midnapur, (W.B)	04/10/2001
70	Raipada Paul	8606	Shaft Asst	Dilla-Barajuri, Dist-East Singhbhum, Jharkhand	19/06/1999

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SL. NO	Name	Ex-Batch No	Designation	Complete Address	Date of V.R.
71	Doman Naik	000032	R.D. Crew Asst-I	Vill-Baliagora, PO-Badia, Dist-East Singhbhum, Jharkhand, PIN-832104	24/07/1999
72	Bindheswar Ram	003219	Drill M/C Asst-I	Vill + PO-Badia, Dist-East Singhbhum, Jharkhand, PIN-832104	31/01/2000
73	Lakhindra Pater	010953	Hoist Mistry Asst-I	Vill-Baliagora, PO-Badia, Dist-East Singhbhum, Jharkhand	31/01/2000
74	S. N. Kunwar	005477	Blaster Asst-I	Vill-Kelabagan, PO-Badia, Dist-East Singhbhum, Jharkhand	30/09/1998
75	Smt. Sukul Majhian	003955	Helper	Vill-Kumurmure, PO-Badia, Dist-East Singhbhum, Jharkhand	04/10/2001
76	Ranjit Beldar	08284	Sr. Mill Man, Concentrator	Vill-Kelabagan, PO-Badia, Dist-East Singhbhum, Jharkhand	01/05/2002
77	N. Selvaraj	1038	Moulder-II	Vill – Pokara, Pataitpo, Dist – Kanchipuram, Tamil Nadu.	01/03/1999
78	Jeetrai Hansda	10982	Trammer	At - Tetabadia, PO-Badia, Dist-East Singhbhum, Jharkhand	2000
79	Badal Beldar	007561	Mazdoor	Vill-Kelabagan, PO-Badia, Dist-East Singhbhum, Jharkhand	31/03/1999
80	Baikuntha Beldar	007050	Sanitation	Vill-Kelabagan, PO-Badia, Dist-East Singhbhum, Jharkhand, PIN-832104	31/03/1999

EX-EMPLOYEES (EXECUTIVES) OF HINDUSTAN COPPER LIMITED MOSABONI GROUP OF MINES INCLUDING

RAKHA COPPER PROJECT

BORNE ON THE ROLLS OF HCL AS ON 01-01-1997 / 01-11-1997

SL. NO	Name	Ex-Batch No	Designation	Complete Address	Date of V.R.
81	Madhab Ch. Mahato	2304	Trammer Sardar	AT –GandaPal, PO - Belpahari Dist-West Midnapur, West Bengal, PIN-721501	28/11/1997
82	Kartibas Sahis	002152	Rock Breaker Operator	Vill-Kelabagan, Dist-East Singhbhum, Jharkhand, PIN-832104	11/03/1999

83	Tarani Singh	4404	Ex-Scraper Operator	At-Tetabadia, PO-Badia, Dist-East Singhbhum, Jharkhand, PIN-832104	19/11/1999
84	Kishor Das	10383	Fitter Helper	At-Bankati, PO-Mouda, Dist-East Singhbhum, Jharkhand	16/05/2000
85	Kanda Swami	1459	Chipper	Vill + PO-Sevoor, Dist-Vallore, Tamil Nadu, PIN-632104	31/01/2000
86	Subramoni	1626	Moulder-II	Vill + PO-Sevoor, Dist-Vallore, Tamil Nadu, PIN-632104	31/01/2000
87	Sampath	1624	Moulder-II	Vill + PO-Sevoor, Dist-Vallore, Tamil Nadu, PIN-632104	31/01/2000
88	Smt. Kishori	003935	Fem. Mazdoor	At-Nimdih, PO-Badia, Dist-East Singhbhum Jharkhand PIN-832104	31/01/2000
89	Maheswor Bera	001329	Asstt-I	Vill-Parulea, PO-Dumuria, Dist-East Singhbhum, Jharkhand	31/01/2000
90	Raghunath Naik	010760	W.E. Driver SPL	Vill + PO-Badia, Dist-East Singhbhum, Jharkhand, PIN-832104	31/03/1999

EX-EMPLOYEES (EXECUTIVES) OF HINDUSTAN COPPER LIMITED MOSABONI GROUP OF MINES INCLUDING

RAKHA COPPER PROJECT

BORNE ON THE ROLLS OF HCL AS ON 01-01-1997 / 01-11-1997

SL. NO	Name	Ex-Batch No	Designation	Complete Address	Date of V.R.
91	Sudhakar Ghosh	011727	Blaster Asst-I	At Kelabagan, PO-Badia, Dist-East Singhbhum, Jharkhand, PIN-832104	30/09/1998
92	Jyoti Modina	009216	H. Mistry Asst	At Mohulbera, PO-Mosaboni, Dist-East Singhbhum, Jharkhand, PIN-832104	06/12/1997
93	Chutu Namata	7909	II. Class Fitter / Electrician	At+PO-Badia, Dist-East Singhbhum, Jharkhand, PIN-832104	1999
94	Maisa Murmu	10432	Asst Hoisting Mistry	Surda 3 Shaft	2001
95	Bhabatorar Sharma	11484	Trammer	Vill + PO-Badia, Dist-East Singhbhum, Jharkhand	31/01/2000
96	Pravakar Pati	011710	L.D.C	Civil Engg Office, Mosaboni	16/06/2003
97	Debrata Sinha	11776	Armature Winder	Repair Shop, Elec. Mosaboni	16/03/2003
98	S. Sharma	007397	Sr. Tech Supervisor	Kendadih Mines, U/9	31/12/1998

99	Amulya Pator	008266	Pump Operator III	Vill-Tatabadia, PO-Badia, Dist – East Singhbhum, Jharkhand -832104	31/01/2000
100	Raghu Nath Pator	002636	Trammer	Vill-Tetabadia, PO-Badia, Dist-East Singhbhum, Jharkhand, PIN-832104	31/03/1993

EX-EMPLOYEES (EXECUTIVES) OF HINDUSTAN COPPER LIMITED MOSABONI GROUP OF MINES INCLUDING

RAKHA COPPER PROJECT

BORNE ON THE ROLLS OF HCL AS ON 01-01-1997 / 01-11-1997

SL. NO	Name	Ex-Batch No	Designation	Complete Address	Date of V.R.
101	Monoranjan Nayak	009086	Office Asst, Personal Dept	Personal Dept	16/03/2003
102	Sudhan	2198	Asst Pipe Fitter	3 No. Gawala Patti	2000
103	P. K. Jana	11617	Sr. Tech. Supervisor	Mosaboni, Bottom 'B' Section	02/2000
104	Sanjoy Kr. Giri	11186	Time Keeper	Mosaboni	16 Aug/2000
105	Nishi Kanta Pati	4544	Time Keeper 'A'	Mosaboni	14 Jun/2000
106	Gouranga Giri	3813	Mill man, Concentrator Plant, Mosaboni	Mosaboni	1999
107	H. B. Pati	5020	CH. Store Keeper	Mosaboni	16 Aug/2000
108	Raju Karua	2206	Male Sweeper	At- Kelabagan, PO-Badia, Dist-East Singhbhum, Jharkhand	03/09/2002
109	Banamali Sahu	11919	II Class Electrician	Vill-Tetabadia near Choudhary Hotel, PO-Badia, Dist-East Singhbhum, Jharkhand, PIN-832104	01/02/2000
110	Anadi Patar	6229	H.V. Driver	Vill-Sundar Nagar, PO-Mosaboni, Dist-East Singhbhum, Jharkhand	06/12/1997

EX-EMPLOYEES (EXECUTIVES) OF HINDUSTAN COPPER LIMITED MOSABONI GROUP OF MINES INCLUDING

RAKHA COPPER PROJECT

BORNE ON THE ROLLS OF HCL AS ON 01-01-1997 / 01-11-1997

SL. NO	Name	Ex-Batch No	Designation	Complete Address	Date of V.R.
111	Nagendra Nath Hansda	4540	Blaster Helper	At- Benasole, PO-Kendadih, Dist-East Singhbhum, Jharkhand	22/07/1997
112	K. C. Hansda	011126	Blaster	Vill-Naldhoha, PO-Kokpara, Dist-East Singhbhum, Jharkhand	30/09/1998

113	Rajendra Hansda	10651	Asst. D.G. Operator	Vill-Tetabadia, PO-Badia, Dist-East Singhbhum, Jharkhand	2000
114	Karu Soren	11018	Asst. D.D	Vill-Tetabadia, PO-Badia, Dist-East Singhbhum, Jharkhand	2000
115	Hikim Tudu	1414	Sr. Chargeman Plant	Vill-Teta Badia, PO-Badia, Dist-East Singhbhum, Jharkhand	14/06/2003
116	Somai Majhi	4547	Pipe Fitter	At -Tetabadia, PO-Badia, Dist-East Singhbhum, Jharkhand	24/07/1999
117	Dhanapati Satpathy	8806	Technician-B	At -P.W.D (Mosaboni), PO-Mosaboni, Dist-East Singhbhum, Jharkhand	01/02/2000
118	Rabindra Nath Nandy	621	Sr. Chargeman (Elec)	N.B.L. 6/4, PO-Mosaboni, Dist-East Singhbhum, Jharkhand, PIN-832104	31/03/2001
119	A. Burnet	6929	Sr. Cder Driver	H.C.L/I.C.C, PO-Mosaboni-832104	03/12/1997
120	Sudhangshu S. Giri	009969	Comp. Operator-I	Vill-Parulia, PO-Dumuria, Dist-East Singhbhum, Jharkhand, PIN-832104	31/01/2000

EX-EMPLOYEES (EXECUTIVES) OF HINDUSTAN COPPER LIMITED MOSABONI GROUP OF MINES INCLUDING

RAKHA COPPER PROJECT

BORNE ON THE ROLLS OF HCL AS ON 01-01-1997 / 01-11-1997

SL. NO	Name	Ex-Batch No	Designation	Complete Address	Date of V.R.
121	Sri Kant Mishra	1188	L.D.C	Vill-Meria, PO-Mosaboni, Dist-East Singhbhum, Jharkhand, PIN-832104	31/01/2000
122	Mangal Murmu	10667	R.D. Crew Asst.	Vill-Marich Jhopi, PO-Badia, Dist-East Singhbhum, Jharkhand, PIN-832104	01/04/1999
123	Satish Ch. Bhui	011545	Asstt-I	Vill-Parulia, PO-Dumuria, Dist-East Singhbhum, Jharkhand	31/01/2000
124	Makru Mahakur	006893	Loco Asstt-II	At- Marich Jhopi, PO-Badia, Dist-East Singhbhum, Jharkhand, PIN-832104	26/11/1997
125	Kiran Ch. Bhakat	10173	Fitter-II	At -Uparbandha, PO-Surda, Dist-East Singhbhum, Jharkhand	2002
126	Ajit Paul	11974	W.E. Driver-I	Vill-Uparbandha, PO-Surda Mines, Dist-East Singhbhum, Jharkhand, PIN-832309	13/01/2023
127	MD. Sultan Ahmed	010719	Pump Helper	Vill-Mohulbera, PO-Mosaboni, Dist-East Singhbhum, Jharkhand-	31/01/2000

				832104	
128	Shri S. B. Narayan Deb	3026	Sr. Mining Engg.	Bank Colony (Ghatsila), Near Petrol Pump, PO-Ghatsila, Dist-East Singhbhum (Jharkhand)	20/01/2001
129	R. C. Mukharjee C/o Bhaskar Mukharjee	5851	Asst. Manager Mechanical	F/No-3-E, Skyline Lake View 978-Laker Pur Kolkata-700153	30/09/1998
130	Lal Mohor Giri	002658	Electrician Asst-I	Vill-Parulia, PO-Dumuria, Dist-East Singhbhum, Jharkhand, PIN-832104	24/07/1999

EX-EMPLOYEES (EXECUTIVES) OF HINDUSTAN COPPER LIMITED MOSABONI GROUP OF MINES INCLUDING

RAKHA COPPER PROJECT

BORNE ON THE ROLLS OF HCL AS ON 01-01-1997 / 01-11-1997

SL. NO	Name	Ex-Batch No	Designation	Complete Address	Date of V.R.
131	Sukhdeo Mandal	(Ex) Staff Code-471	Chief Manager, Concentrator Plant HCL/ICC, Mosaboni	Bungalow No-26, Mosabani No.1 Area,	31/05/2000
132	Ramdhan Murmu	3437	Sr. Mistry Supports,	Vill-New Sildadera, PO-Mosaboni, Dist-East Singhbhum, Jharkhand, PIN-832104	01/04/1999
133	Dubai Murmu	3467	R.D. C Asst	Vill-New Sildadera, PO-Mosaboni, Dist-East Singhbhum, Jharkhand	08/04/1997
134	Gopi Nath Hansda	4669	Mueking Sardar	Vill-New Sildadera, PO-Mosaboni, Dist-East Singhbhum, Jharkhand	1997
135	Dhananjoy Dhal	003609	R.D. Crew Asst-I	Vill+PO-Badia, Dist- East Singhbhum Jharkhand 832104	04/10/2001
136	Sri Birwa Soren	10630	Plat Mazdoor	At-Kelabagan, PO-Badia, Dist-East Singhbhum, Jharkhand	01/02/2000
137	R. Madina	009440	R.S Operator	AT – Dhaboni Dungridih, PO – Mosaboni, Dist – East Singhbhum, Jharkhand. 832104	31/01/2000
138	Rabi Mahali	010286	Sup Mistry Asst	At-Latia, PO-Badia, Dist-East Singhbhum, Jharkhand, PIN-832104	26/11/1997
139	Lakhindar Sahoo	9076	Weight Bridge Attender	Plot No-31/643, Sarakantara, Vill – Dumduma, Houing Board, Bhubneshwar, 751019.	31/03/1999
140	Phoni Bhushan Kar	827	Deputy Manager Mines	AT – Balram Tihi, PO Jhargram Dist-P. Mednapur, (W.B). PIN-721501	30/09/1998

EX-EMPLOYEES (EXECUTIVES) OF HINDUSTAN COPPER LIMITED MOSABONI GROUP OF MINES INCLUDING

RAKHA COPPER PROJECT

BORNE ON THE ROLLS OF HCL AS ON 01-01-1997 / 01-11-1997

SL.NO.	NAME	EX-BATCH NO	DESIGNATION	COMPLETE ADDRESS	DATE OF V.R.
141	Sri Supai Majhi	10288	Ex-Helper Mech.	At-Tetabadia, PO-Badia, Dist-East Singhbhum, Jharkhand, 832104	31/12/2002
142	Sunil Das	010116	Trammer	D/11 Qr. No-4, PO-Mosaboni, Dist-East Singhbhum, Jharkhand Pin - 832101	31/01/2000
143	H.C. Mahapatra	003863	Sr. Blaster	Vill + PO-Bhagabandhi, Dist-East Singhbhum, Jharkhand	31/03/1999
144	R.S. Namata	004141	R.D. Operator	Vill-Dhaboni Dumiridih, PO-Mosaboni, Dist-East Singhbhum, Jharkhand	06/12/1997
145	Lakhinder Aich	00595	Helper	At-Tetabadia, PO-Badia (Mosaboni), Dist-East Singhbhum, Jharkhand, 832104	31/08/2000
146	Ganeshan	7217	R.D. Mistry	At-Mohulbera, PO-Mosaboni, Dist-East Singhbhum, Jharkhand, 832104	/10/1997
147	Hari Krishna Barik	9607	Mazdoor (Crusher Plant)	At-Mohulbera (Kelabagan), PO-Mosaboni, Dist-East Singhbhum, Jharkhand	31/03/1999
148	Kanan Behari Das	Ex-Staff Code No 625	Dy. Manager Mech.	Vill-Sandpura, PO-Ghatsila, Dist-East Singhbhum, Jharkhand	01/04/1999
149	Mrinal Kanti Shome	Ex-Staff Code 723	Asst. Manager Metallurgy	Vill-Sundpura, Duk Bunglow Road, PO-Ghatsila, Dist-East Singhbhum, Jharkhand	15/11/2001
150	Nabadip Mandal	001323	Elect. Asstt - I	Vill + PO-Badia, Dist-East Singhbhum, Jharkhand, 832104	16/08/2000

EX-EMPLOYEES (EXECUTIVES) OF HINDUSTAN COPPER LIMITED MOSABONI GROUP OF MINES INCLUDING

RAKHA COPPER PROJECT

BORNE ON THE ROLLS OF HCL AS ON 01-01-1997 / 01-11-1997

SL.NO	NAME	EX-BATCH NO	DESIGNATION	COMPLETE ADDRESS	DATE OF V.R.
151	Bhagmat Majhi	011622	R.D. Operator	At-Kelabagan, PO-Badia, Dist-East Singhbhum, Jharkhand, 832104	27/11/1997
152	S. Mahanty	001628	Air Condition Mech-I		31/01/2000
153	Biram Hansda	008718	Sr. R.D. Operator	At-Dhaboni, Dumirdih, PO-Mosaboni, Dist-East Singhbhum, Jharkhand	06/12/1997
154	Kishan Mardy	010381	Loco Driver	At-Dhaboni, Dumirdih, PO-	31/03/1999

				Mosaboni, Dist-East Singhbhum, Jharkhand	
155	Lakhan Majhi	010954	Pipe Fitter Asst-II	At-Sundar Nagar, PO-Mosaboni, Dist-East Singhbhum, Jharkhand, 832104	31/01/2000
156	MD. Rahaman	10810	L.H.D. Operator	Vill-Mohulbera, PO-Mosaboni, Dist-East Singhbhum, Jharkhand, 832104	2000
157	Atit Giri	000245	Mueker	Vill-Koda Sole, PO-Badia, Dist-East Singhbhum, Jharkhand, 832104	31/01/2000
158	Khandu Bhakat	010770	Loco Driver	Vill + PO-Badia, Dist-East Singhbhum, Jharkhand, 832104	16/06/2003
159	Gunadhar Madina	003556	Trammer	Vill + PO-Badia, Dist-East Singhbhum, Jharkhand, 832104	16/06/2003
160	Bhagirathi Majhi	004531	Trammer	Vill-Tetabadia, PO-Badia, Dist-East Singhbhum, Jharkhand, 832104	06/12/1997

EX- EMPLOYEES (EXECUTIVES) OF HINDUSTAN COPPER LIMITED MOSABONI GROUP OF MINES INCLUDING

RAKHA COPPER PROJECT

BORNE ON THE ROLLS OF HCL AS ON 01-01-1997 / 01-11-1997

SL.NO	NAME	EX-BATCH NO	DESIGNATION	COMPLETE ADDRESS	DATE OF V.R.
161	Arjoon Patar	008591	Mech. Helper	Vill- Sundar Nagar, PO – Mosaboni, Dist – East Singhbhum, Jharkhand, 832104	2000
162.	Ram Shankar Mukherjee	Staff Code 678	Deputy Manager Industrial Engineer	Laldihi House No. 212, PO + PS – Ghatsila, Pin - 832303 , Dist – East Singhbhum, (Jharkhand).	31/05/1999
163.	Ladu Tudu	10181	Mazdoor	Vill – Jamsale, PO – Mosaboni, Dist – East Singhbhum, Jharkhand, 832104	16/06/2003
164.	Shankar Mahali	010727	R.Mistry Asstt. – II	Vill – Latia, PO – Badia, Dist – East Singhbhum, Jharkhand, 832104	31/01/2000
165.	Ojen Murmu	010353	R.D. Crew Asstt. -I	Vill – Baliagora, PO – Badia Dist – East Singhbhum, Jharkhand.832104	03/09/2002
166.	Arjoon Soren	011355	Plat Mazdoor	At – Terenga, PO – Keudadih, Dist – East Singhbhum, Jharkhand.	31/01/2000
167.	Prafulla Kr. Dutta	008674	Store Keeper – B Retail Store	At – P.W.D Colony, PO – Mosaboni, Dist – East Singhbhum, Jharkhand.	31/03/1999
168.	Lakhan Ch. Mahato	006514	Suptt. Asst – I	H. No. – 154 A, PO – Mistri Para, Chakulia, Dist – East Singhbhum, (Jharkhand).	28/11/1997

169	MD. Ibrahim	3481	Blaster Asstt. –I	Vill + PO. – Karaduba Ghatsila, Dist – East Singhbhum, Jharkhand.	30/09/1998
170	Jairam Mardy	010460	Trammer	At – Tetabadia, PO – Badia, Dist – East Singhbhum, Jharkhand, 832104	30/04/2002

**EX -EMPLOYEES (EXECUTIVES) OF HINDUSTAN COPPER LIMITED MOSABONI GROUP OF MINES INCLUDING
RAKHA COPPER PROJECT
BORNE ON THE ROLLS OF HCL AS ON 01-01-1997 / 01-11-1997**

SL.NO	NAME	EX-BATCH NO	DESIGNATION	COMPLETE ADDRESS	DATE OF V.R.
171	Tulsi Nath Purty	11405	Time Keeper	Vill-Sundar Nagar, PO-Mosaboni, Dist-East Singhbhum, Jharkhand 832104	16/06/2003
172	Biswa Nath Murmu	010311	Screper Operator	Vill-Sundar Nagar, PO-Mosaboni, Dist-East Singhbhum, Jharkhand 832104	31/01/2000
173	Vinod Kr. Sinha	1407	Mining Engineer	Moon City, Dimna Road, Mango, Jamshedpur, (Jharkhand)	13/09/2003
174	Kameswar Mahato	11140	Elec Asstt.-I	N 62/30, Mosaboni, PO-Mosaboni, Dist-East Singhbhum, Jharkhand 832104	16/06/2003
175	Dipak Kumar Bose	3/c-638	Sr. Mechanical Engineer	A.K. Bose Marg, Near Ghatsila P.S., Ghatsila 832303	10/03/2001
176	Dayal Mahali	011202	Trammer	At-Kuilisuta, PO-Badia, Dist-East Singhbhum, Jharkhand 832104	31/01/2000
177	Ranjit Majhi	00670	Ventilation Fan Operator I Elect.	At-Gohla, PO-Badia (Mosaboni), Dist-East Singhbhum, Jharkhand 832104	06/2000
178	Md. Rosan	2511	Winding Driver	Zeba Medical, Mohulbera, Mosaboni	06/2000
179	S.S Mahali	010037	Electrician-II	At-Kuilisuta, PO-Badia, Dist-East Singhbhum, Jharkhand	13/06/2003
180	Bishundev Bishwakarma	1309	Garage Repairing	New Colony, Musabani	16/08/2003

**EX-EMPLOYEES (EXECUTIVES) OF HINDUSTAN COPPER LIMITED MOSABONI GROUP OF MINES INCLUDING
RAKHA COPPER PROJECT
BORNE ON THE ROLLS OF HCL AS ON 01-01-1997 / 01-11-1997**

SL.NO	NAME	EX-BATCH NO	DESIGNATION	COMPLETE ADDRESS	DATE OF V.R.
181	Biru Bugal	1000	Welder, Mech Dept	New Colony, Kalimandir, Batudera, MSB	31.5.1999
182	Bisundev Bishwakarma	1309	Maintenance, Garage, MSB Mech	Musaboni No.3, PO - Musaboni	16/06/2003
183	Nanda Kishor Sukla	7179	Tramer	New Colony, Musaboni	16/06/2003
184	Rameswar Bera	6709	Hosting Mistri	Sundar Nagar, Musaboni	16/06/2000
185	Sudhan	002198	Pipe Fitter-II	Gowal Basti	31/01/2000

186	Dukhu Ram Hembram	10335	Asst-I Elect.	Sasadih, Badia	2000/
187	Sukumar Kishku	6089	C. Plant	Sildadera	2003/
188	Panchanan Mera	11864	Mech.	New Colony, MSB	

**EX- EMPLOYEES OF HINDUSTAN COPPER LTD. (A GOVT. OF INDIA ENTERPRISE)-RAKHA
COPPER PROJECT, P.O.-**

RAKHA COPPER PROJECT, DIST.- EAST SINGBHUM- JHARKHAND, 832106

SL.NO	NAME	BATCH NO.	DESIGNATION	ADDRESS	DATE OF V.R.
1	Sanatan Bhakat	9027	Office Asstt.	Vill + PO Kalikapur, PS- Potka, Dist. East Singhbhum, Jharkhand- 832102	05/03/2001
2	J.N. Mandal	587	Technician II	Vill. Pichhli, PO- Sankarda, PS-Potka, Dist. East Singhbhum, Jharkhand-831002	07/07/2001
3	Santi Ram Mandal	520	Sampling Supervisor	Vill. Pichhli, PO- Sankarda, PS- Potka, Dist. East Singhbhum, Jharkhand- 831002	07/07/2001
4	H.N. Mandal (Harendranath Mandal)	706	Trammer	Do -	07/07/2001
5	Sukhendu Mandal	967	Jumper Mazdoor	Do -	02/12/1997
6	Pradhan Soren	1213	Electrician-II	Vill. Dhirol, PO- Dhirol (Tola-Khanchibil), PS - Potka, Dist. East Singhbhum, Jharkhand- 832102	19/06/1999
7	Master Majhi	733	Sr. R.D. Operator	Vill. Gorgram, PO- Butgora, PS-Potka Dist. East Singhbhum, Jharkhand-832102	07/07/2001
8	Mangal Murmu	715	Motor Mect Asst-II	Vill. Gopalpur, Tola- Lipighutu, PO Asanbani Tola, PS -Jadugoda, Dist. East Singhbhum, Jharkhand-832102	07/07/2001

**EX- EMPLOYEES OF HINDUSTAN COPPER LTD. (A GOVT. OF INDIA ENTERPRISE)-RAKHA
COPPER PROJECT, P.O.-**

RAKHA COPPER PROJECT, DIST.- EAST SINGBHUM- JHARKHAND, 832106

SL. No.	NAME	BATCH No.	DESIGNATION	ADDRESS	DATE OF V.R
9	Prafulla Nayak	671	R.D. Operator	Vill. Goyalkata, P.O. Butgora, P.S. Potka, Dist. East Singhbhum, Jharkhand-832102	07/07/2001
10	Somai Murmu	883	LHD Driver-Elect.	Vill. Ranikudur, P.O. Sankarda, P.S. Potka, East Singhbhum, Jharkhand-831002	07/07/2001
11	Lalu Ram Hembram	994	Electrician-II	Vill. Kalapathar, Tola-Lipighutu, PO-Asanbani, PS-Jaduguda, East Singhbhum, Jharkhand-832102	19/06/1999
12	Anil Kumar Ghosh	823	Blaster	Vill. Chhota Sigdih, P.O. + P.S. Potka, Dist. East Singhbhum, Jharkhand-831002	07/07/2001
13	B.K. Bhakat	1948	Sr. W/Bridge Attendar	Vill. Gopalpur, Tola-Lipighutu, P.O. Asanbani, P.S. Jaduguda, East Singhbhum, Jharkhand-832102	07/07/2001
14	Gurucharan Upadhyay	3034	Mucker	Vill. Roam, Tola-Shankhadih, P.O. Rakha Copper Project, P.S.-Jaduguda, East Singhbhum, Jharkhand-832106	07/07/2001
15	Shankar Soren	3015	Mucker	Vill. Chapri, P.O. Kendadih, Dist. East Singhbhum, Jharkhand-832303	07/07/2001
16	B.C. Mahato	782	R.S. Driver	Vill. Chatra, P.O. Asanbani, Dist. East Singhbhum, Jharkhand-832102	07/07/2001

**EX- EMPLOYEES OF HINDUSTAN COPPER LTD. (A GOVT. OF INDIA ENTERPRISE)-RAKHA
COPPER PROJECT, P.O.-**

RAKHA COPPER PROJECT, DIST.- EAST SINGBHUM- JHARKHAND, 832106

SL. No	NAME	BATCH NO.	DESIGNATION	ADDRESS	DATE OF V.R
17	Narayan Ch. Ray	1030	E. Moving Eqp. Driver	Vill. Swashpur, Tola-Gurudwar, P.O. Rakhamines, P.S. Jaduguda, Dist. East Singhbhum, Jharkhand-832106	07/07/2001
18	Thakurdas Murmu	1059	Mucker	Vill. Swashpur, P.O. Rakhamines, P.S. Jaduguda, Dist. East Singhbhum, Jharkhand-832106	07/07/2001

19	N. Bhakat	335	Survey Asst-I	Do -	07/07/2001
20	Udai Soren	783	R. Mistry Asst-II	Vill. Dhirol, Tola-Khanchibil, P.O. Dhirol, P.S. Potka, Dist. East Singhbhum, Jharkhand-832102	07/07/2001
21	Taklu Soren	872	R.D. Operator	- Do -	07/07/2001
22	Bhagirath Soren	129	Survey Asstt-I	Vill. Jajasai, P.O. Sangram, P.S. Potka, Dist. East Singhbhum, Jharkhand-832102	16/05/2000
23	Sitaram Murmu	309	Sr. Mistry Suppers	Vill. Manhara, P.O. Kalikapur, P.S. Potka, Dist. East Singhbhum, Jharkhand-832102	07/07/2001
24	K.C. Mahato	927	Electrician-I	Vill. Sarasbad, P.O. Simdi, P.S. Chakulla, Dist. East Singhbhum, Jharkhand-832301	07/07/2001

**EX- EMPLOYEES OF HINDUSTAN COPPER LTD. (A GOVT. OF INDIA ENTERPRISE)-RAKHA
COPPER PROJECT, P.O.-**

RAKHA COPPER PROJECT, DIST.- EAST SINGBHUM- JHARKHAND, 832106

SL. No.	NAME	BATCH No.	DESIGNATION	ADDRESS	DATE OF V.R
25	Bhim Majhi	711	Pipe Fitter-II	Vill. + P.O. Bhatin, P.S. Jaduguda, Dist. East Singhbhum, Jharkhand-832102	07/07/2001
26	Kushal Hembram	921	Mucker	Do -	07/07/2001
27	Bijay Dhir	1409	Ferro Painter	Vill. Jhagarsai, P.O. Manpur, P.S. Potka, Dist. East Singhbhum, Jharkhand-832102	07/07/2001
28	Sonaram Mardi	841	Trammer	Vill. Ranikudur, P.O. Sankarda, P.S. Potka, Dist. East Singhbhum, Jharkhand-831002	07/07/2001
29	K.N. Mandal	9007	Accountant	Vill. Potka, P.O. + P.S. Potka, Dist. East Singhbhum, Jharkhand-832102	07/07/2001
30	Sripati Gope	635	Mistry-Supports	Vill.+ P.O. Bango, P.S. Potka, Dist. East Singhbhum, Jharkhand-832102	07/07/2001
31	Chunka Soren	3027	Mucker	Vill. Chapri, P.O. Kendadih, Dist. East Singhbhum, Jharkhand-832102	07/07/2001
32	Ramesh Bhakat	605	Sr. Tech. Supervisor	Vill. Gopalbur, P.O. Asanbani, P.S. Jaduguda, Dist. East Singhbhum, Jharkhand-832102	07/07/2001

**EX- EMPLOYEES OF HINDUSTAN COPPER LTD. (A GOVT. OF INDIA ENTERPRISE)-RAKHA
COPPER PROJECT, P.O.-**

RAKHA COPPER PROJECT, DIST.- EAST SINGBHUM- JHARKHAND, 832106

SL. No.	NAME	BATCH No.	DESIGNATION	ADDRESS	DATE OF V.R
33	Jogannath Lohar	1151	Black Smith-II	Vill. Swashpur, Tola - Gurudwar, P.O. Rakhamines, Singhbhum (East) Jharkhand-832106	07/07/2001
34	Devendra Singh	680	Blaster Asst-I	Base Camp (Qr-BB-A/2-13), P.O. Rakha Copper Project, P.S. Jaduguda, East Singhbhum Jharkhand-832106	07/07/2001
35	Raghav Murmu	1220	Electrician-II	Vill. Tentuldanga, PO- RC P, P.S. Jaduguda, East Singhbhum, Jharkhand-832106	07/07/2001
36	Nandi Kaiborto	942	R.D. Operator	Vill. Roam, Tola, Shankhadih, PO-RCP, East Singhbhum, Jharkhand-832106	07/07/2001
37	Noor Mohamad	1226	Electrician-II	At. Murgaghutu RCP Colony (Qtr No. A-7/95), PO-RCP, P.S. Jaduguda, East Singhbhum, Jharkhand-832106	07/07/2001
38	G.S. Bhakat	1632	Fitter Asst-I	Tentul Danga (At) PO-RCP, P.S. Jaduguda, Dist. East Singhbhum, Jharkhand-832106, Qr. No. A-23/306	07/07/2001
39	Lalu Mahato	353	Sr. Sampler	At. Murgaghutu, P.O. Rakha Copper Project RCP Colony (Qtr No. A-4/53), PS-Jaduguda, East Singhbhum Jharkhand 832106	07/07/2001
40	Ashok Kr. Adhikary	1423	Hd. Sampler	At. Tentuldanga, RCP Colony, Qr. No. A-3/307, PO-Rakha Copper Project, East Singhbhum, Jharkhand-832106	07/07/2001

**EX- EMPLOYEES OF HINDUSTAN COPPER LTD. (A GOVT. OF INDIA ENTERPRISE)-RAKHA
COPPER PROJECT, P.O.-**

RAKHA COPPER PROJECT, DIST.- EAST SINGBHUM- JHARKHAND, 832106

SL. No.	NAME	BATCH No.	DESIGNATION	ADDRESS	DATE OF V.R
41	P. Bhumij	382	SR. Mistry-Supports	Vill. Bara Sigdih, P.O. + P.S. Potka, Dist. Singhbhum, Jharkhand-831002	07/07/2001
42	S. Hansda	1926	Fitter-I	Vill. Kokda, P.O. Asanbani, P.S. Jaduguda, East Singhbhum-832102	07/07/2001

43	Tarapada Kasyap	856	Trammer	-do-	07/07/2001
44	D.C. Bhakat	424	Shift Asst.	Vill. Manhara, P.O. Kalikapur, P.S-Potka, East Singhbhum, Jharkhand-832102	07/07/2001
45	Prabhunath Soren	906	Staff Car Driver-II	At. Murgaghutu RCP Colony, P.O. Rakha Copper Project, East Singhbhum, Jharkhand-832106	07/07/2001
46	Ram Majhi	784	Sr. R.D. Oprt.	Vill. Parsagora, P.O. Manpur, P.S. Potka, East Singhbhum, Jharkhand-832102	24/07/1999
47	Basanta Dhir	648	Pipe Fitter-III	Vill. Jhagarsai, P.O. Manpur, P.S. Potka, East Singhbhum, Jharkhand-832102	07/07/2001
48	Subhash Hansda	687	Trammer	Vill. Chhota Bandua, P.O. Gitilata, P.S. Potka, Dist -East Singhbhum, Jharkhand-832107	07/07/2001

**EX- EMPLOYEES OF HINDUSTAN COPPER LTD. (A GOVT. OF INDIA ENTERPRISE)-RAKHA
COPPER PROJECT, P.O.-**

RAKHA COPPER PROJECT, DIST.- EAST SINGBHUM- JHARKHAND, 832106

SL. No.	NAME	BATCH No.	DESIGNATION	ADDRESS	DATE OF V.R
49	Loban Murmu	1178	H. Mistry Asst	Vill. Digri, P.O. Rakha Copper Project, P.S. Jaduguda, Dist. East Singhbhum, Jharkhand- 832106	07/07/2001
50	B. Mandal	549	R.D. Operator	Vill. Inchra, P.O. + P.S. Jaduguda, Dist. East Singhbhum, Jharkhand- 832102	07/07/2001
51	Gunadhar Madina	283	Sr. R.D. Operator	Murgaghutu (RCP Colony), P.O. Rakha Copper Project, P.S. Jaduguda, Dist. -East Singhbhum, Jharkhand- 832106	07/07/2001
52	Biswajit Sen	1898	Office Asstt.	Do -	07/07/2001
53	Niranjan Das	745	Supp. Mistry Asst-I	Tentuldanga (Vill), P.O. Rakha Copper Project, P.S. Jaduguda, East Singhbhum, Jharkhand-832106	07/07/2001
54	A.K. Shit	751	Fitter Asstt-I	Vill. Bada Baglata, P.O. Rasunchopa, East Singhbhum, Jharkhand- 831002	07/07/2001
55	Jairam Murmu	620	Sr. R.D. Oprt.	Vill. Chhota Bandua, P.O. Gitilata, Dist. East Singhbhum, Jharkhand- 832107	07/07/2001
56	Bahadur Majhi	314	Trammer	Vill. Manhara, P.O. Kalikapur, P.S. Potka, Dist. East Singhbhum, Jharkhand-832102	07/07/2001

**EX- EMPLOYEES OF HINDUSTAN COPPER LTD. (A GOVT. OF INDIA ENTERPRISE)-RAKHA
COPPER PROJECT, P.O.-**

RAKHA COPPER PROJECT, DIST.- EAST SINGBHUM- JHARKHAND, 832106

SL. NO	NAME	BATCH NO.	DESIGNATION	ADDRESS	DATE OF V.R
57	Balaram Majhi	859	W/E Driver-III	Vill. Sikra, P.O. Kalikapur, P.S. Potka, Dist. East Singhbhum, Jharkhand-832102	07/07/2001
58	B. Hembram	363	L.H.D. Driver(AIR)	Vill. Roam (Tola-Kulgora), PO- RCP Project, PS- Jaduguda, Dist. East Singhbhum, Jharkhand-832106	07/07/2001
59	Mohan Sardar	840	Trammer	Vill. Roldih, P.O. Bango, PS- Potka, Dist. East Singhbhum, Jharkhand-832102	27/11/1997
60	S. Kaibarto	1960	Crusher Operator		07/07/2001
61	P.K. Patra	1910	Technician-II	Vill. Swashpur, Tola-Gurudwar, PO- Rakhamines, P.S. Jaduguda, Dist. East Singhbhum, Jharkhand-832106	07/07/2001
62	F. Muchi	1992	Crusher Operator	Vill. Tentuldanga, P.O- RCP Project, P.S. Jaduguda, Dist. East Singhbhum, Jharkhand-832106	07/07/2001
63	Dinesh Prasad	990	Blaster Asst.-I	Do -	07/07/2001
64	Rajendra Singh	448	Mistry Supports	Vill. Swashpur, Tola-Gurudwar, P.O. Rakhamines, PS- Jaduguda, Dist. East Singhbhum, Jharkhand-832106	07/07/2001

**EX- EMPLOYEES OF HINDUSTAN COPPER LTD. (A GOVT. OF INDIA ENTERPRISE)-RAKHA
COPPER PROJECT, P.O.-**

RAKHA COPPER PROJECT, DIST.- EAST SINGBHUM- JHARKHAND, 832106

SL.NO	NAME	BATCH NO.	DESIGNATION	ADDRESS	DATE OF V.R.
65	B.K. Bhakat	1841	Store Keeper-B	Vill. + P.O. Kalikapur, P.S. Potka, Dist. East Singhbhum, Jharkhand-832102	07/07/2001
66	Sunil Kr. Bhakat	2014	U.D.C.	- Do -	07/07/2001
67	M.S. Bhakat	1609	Pump Oprt-I	- Do -	13/11/1999
68	Bijoy Kr. Singh	757	Dr. Op. Spl. Grade	Vill. Kuldiha, P.O. Rakhamines, P.S. Jaduguda, Dist. East Singhbhum, Jharkhand-832102	07/07/2001
69	Bishnu Bah. Sonar	3037	Mucker	Murgaghutu, RCP Colony Qrt. No. A-2/13, P.O. Rakha Copper Project, Dist. East Singhbhum,	07/07/2001

				Jharkhand-832106	
70	Smt. Kamala Mukhi	1864	Sweeper	Vill. Tentuldanga, P.O. Rakha Copper Project, Dist. East Singhbhum, Jharkhand-832106	07/07/2001
71	M.R. Mahato	44	Sr. Fitter	Murgaghutu, RCP Colony Qrt. No. A-2/30, P.O. Rakha Copper Project, Dist. East Singhbhum, Jharkhand-832106	31/03/2001
72	Ganesh Ch. Murmu	3036	Mucker		07/07/2001

EX- EMPLOYEES OF HINDUSTAN COPPER LTD. (A GOVT. OF INDIA ENTERPRISE)-RAKHA COPPER PROJECT, P.O.-

RAKHA COPPER PROJECT, DIST.- EAST SINGBHUM- JHARKHAND, 832106

SL.NO	NAME	BATCH NO.	DESIGNATION	ADDRESS	DATE OF V.R.
73	Sanukul Mandal	874	Blaster Asstt-I	At- LIC Colony (Kasida), PO + PS Ghatsila, Dist. East Singhbhum, Jharkhand-832303	07/07/2001
74	Udaich. HO	84	Sr. Fitter	Vill. Kuldiha (Tola-Bhabanidih), PO Rakhamines, Dist. East Singhbhum, Jharkhand-832106	19/06/1999
75	Ramesh Hembram	3058	Mucker	Vill. Digri, PO- Rakha Copper Project, PS - Jaduguda, Dist. East Singhbhum, Jharkhand-832106	07/07/2001
76	Durga Ch. Murmu	674	Welder-I	Vill. Rohinibera, PO-Bango, PS- Potka, Dist. East Singhbhum, Jharkhand-832102	07/07/2001
77	Charan Majhi	55	HD. Pipe Fitter	Vill. Khariasai, PO + PS Potka, Dist. East Singhbhum, Jharkhand-831002	08/12/1999
78	A.K. Das	13	Turner	Vill- Matigora, PO -Rakha Copper Project, PS - Jaduguda, Dist. East Singhbhum, Jharkhand-832106	07/07/2001
79	Narasing Majhi	891	Trammer	Vill+PO. Kalikapur, PS-Potka, Dist. East Singhbhum, Jharkhand-832102	07/07/2001
80	Ramdas Majhi	1847	Fitter-II	Mill Balijuri, PO-Kalikapur, PS- Potka, Dist. East Singhbhum, Jharkhand-832102	19/06/1999

**EX- EMPLOYEES OF HINDUSTAN COPPER LTD. (A GOVT. OF INDIA ENTERPRISE)-RAKHA
COPPER PROJECT, P.O.-**

RAKHA COPPER PROJECT, DIST.- EAST SINGBHUM- JHARKHAND, 832106

SL.NO	NAME	BATCH NO.	DESIGNATION	ADDRESS	DATE OF V.R.
81	Nimai Bhakat	960	Pipe Fitter-III	Vill.+ PO- Dhirol, PS Potka, Dist. East Singhbhum, Jharkhand-832102	07/07/2001
82	S.K. Gope	643	Loco Driver	- Do -	07/07/2001
83	B.N. Kaibarta	1043	Motor Mech. Asst-1	- Do -	07/07/2001
84	D. Kaibarto	573	Rock Breaker Operator	- Do -	07/07/2001
85	Santosh Das	628	Sr. R.D. Operator	Vill. Kapagoda, PO Bankati, PS-Ghatsila, Dist. East Singhbhum, Jharkhand-832303	07/07/2001
86	L. Majhi	559	Sr. R.D. Operator	Vill. Tirilghutu, PO- Butgora, PS- Potka, Dist. East Singhbhum, Jharkhand-832102	07/07/2001
87	S. Majhi	1930	Crusher Operator	Vill. Gorgram, PO- Butgora, PS- Potka, Dist. East Singhbhum, Jharkhand-832102	07/07/2001
88	H. Saw	2004	Store Keeper 'C'	At- Ghatsila(Gopalpur), Sanskriti Sansad Road, PO+PS- Ghatsila, Dist. East Singhbhum, Jharkhand-832303	07/07/2001

**EX- EMPLOYEES OF HINDUSTAN COPPER LTD. (A GOVT. OF INDIA ENTERPRISE)-RAKHA
COPPER PROJECT, P.O.-**

RAKHA COPPER PROJECT, DIST.- EAST SINGBHUM- JHARKHAND, 832106

SL.NO	NAME	BATCH NO.	DESIGNATION	ADDRESS	DATE OF V.R.
89	Bishnu Pada Kalindi	3045	Mucker	Vill + PO- Kalikapur, PS- Potka, Dist. East Singhbhum, Jharkhand-832102	07/07/2001
90	Surai Tudu	400	LHD Driver (Elect.)	Vill- Manhara, PO- Kalikapur, PS Potka, Dist. East Singhbhum, Jharkhand-832102	16/05/2000
91	Shiv Ch Sardar	1638	Valve Attn.	Vill-Tilaitand, PO- Jaduguda, PS -Jaduguda, Dist. East Singhbhum, Jharkhand-832102	07/07/2001
92	G.C. Murmu	610	Store Asst	Vill + PO- Dhirol, Tola-Khanchibil, PS- Potka, Dist. East Singhbhum, Jharkhand-832102	07/07/2001

93	Haradhar Sardar	214	Welder-1	Vill- Roam, Tola-Shankhadih, PS Rakha Copper Project, Dist. East Singhbhum, Jharkhand-832106	07/07/2001
94	Raghunath Santhal	239	Sr. Fitter	Do -	07/07/2001
95	R. Kisku	1953	Fitter-II	Vill- Barghutu, PO- Kalikapur, PS- Potka, Dist. East Singhbhum, Jharkhand-832102	07/07/2001
96	Kalipada Mandal	869	Electrician Asstt-I	At -Base Camp, Qtr. No. BBA-33, PO- Rakha Copper Project, Dist. East Singhbhum, Jharkhand-832106	07/07/2001

EX- EMPLOYEES OF HINDUSTAN COPPER LTD. (A GOVT. OF INDIA ENTERPRISE)-RAKHA COPPER PROJECT, P.O.-

RAKHA COPPER PROJECT, DIST.- EAST SINGBHUM- JHARKHAND, 832106

SL. No	NAME	BATCH No.	DESIGNATION	ADDRESS	DATE OF V.R
97	Alok Kr. Bhakat	679	Shift Asst	Vill. Kalapathar, P.O. -Asanbani, PS- Jaduguda, Dist- E. Singhbhum - 832102	07/07/2001
98	Digambar Patra	760	Electrician Asstt-I	Vill. Swashpur, Tola- Gurudwar, P.O. Rakhamines, Dist. East Singhbhum, Jharkhand-832102	07/07/2001
99	Goshwami Mahato	875	Trammer	Vill- Chotra, PO- Asanbani, PS- Jaduguda, Dist. East Singhbhum, Jharkhand-832102	07/07/2001
100	Ramdas Majhi	375	W.E. Driver-II	Vill. Roam, Tola- Shankhadih, P.O. RCP, Dist. East Singhbhum, Jharkhand- 832106	07/07/2001
101	Chottu Karmakar	226	Mistry Support	Vill.- Roam, (Tola-Shankhadih), P.O. Rakha Copper Project, East Singhbhum, Jharkhand-832106	15/05/2000
102	Banamali Pal	9072	Jr. Tech. Supervisor	Vill. Kanripara, P.O. Gadhra, PS- Parsudih, Dist. East Singhbhum, Jharkhand-831004	19/06/1999
103	Dhiren Madak	904	Cook-1	Vill. Tilaitand, P.O. Jaduguda, P.S. Jaduguda, Dist. East Singhbhum, Jharkhand-832102	07/07/2001
104	Brinda Majhi	360	Helper	Vill. Matigora, P.O. RCP, P.S.- Jaduguda, Dist. East Singhbhum, Jharkhand-832106	07/07/2001

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COPPER PROJECT, P.O.-**

RAKHA COPPER PROJECT, DIST.- EAST SINGBHUM- JHARKHAND, 832106

SL. No	NAME	BATCH No.	DESIGNATION	ADDRESS	DATE OF V.R
105	B.S. Das	572	LHD Driver-AIR	Vill. Balijuri, P.O. Kalikapur, P.S. Potka, Dist. East Singhbhum, Jharkhand-832102	07/07/2001
106	Nalini Bhakat	57	Comp. Oprt	Vill. Kalapathar, P.O. Asanbani, P.S. Jaduguda, Dist. East Singhbhum, Jharkhand-832102 .	31/03/2001
107	S.M. Das	1964	Sarang	Vill. Kapagora, P.O. Bankati (via-GTS), P.S. Ghatsila, Dist. East Singhbhum, Jharkhand-832303	07/07/2001
108	Ugrasen Kaiborto	797	Mucker	Vill+PO. Dhirol, P.S. Potka, Dist. East Singhbhum, Jharkhand-832102	07/07/2001
109	Girish Gope	816	Blaster Asstt-I	Vill. Barabandua, (Tola-Tirildih), P.O. Gitilata-832107, P.S – Potka, Dist. East Singhbhum	06/12/1998
110	Manik Singh	971	Trammer	Vill. Rohnibera, P.O. Bango, P.S. Potka, Dist. East Singhbhum, Jharkhand-832102	07/07/2001
111	Bireswar Paul	101	Sr. Electrician	Vill. Tilamura, Tola-Lakhandih, P.O – Asanbani, Dist. East Singhbhum, Jharkhand-832102	27/11/1997
112	Dhanidhar Kar	952	Welder-I	At. Sitadanga, P.O. Rakha Copper Project, P.S – Jaduguda, Dist. East Singhbhum, Jharkhand-832106	07/07/2001

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COPPER PROJECT, P.O.-**

RAKHA COPPER PROJECT, DIST.- EAST SINGBHUM- JHARKHAND, 832106

SL. No	NAME	BATCH NO.	DESIGNATION	ADDRESS	DATE OF V.R
113	Bishudhar Singh	1031	E. Moving EQP. Driver	Vill. Sahda (Tola-Panrudih), PO - Kalikapur- 832102, P.S – Potka, Dist. East Singhbhum, Jharkhand	07/07/2001
114	Sadaram Uram	315	Bellringer	Vill. Roldih, P.O. Bango, P.S. Potka, Dist. East Singhbhum, Jharkhand-832102	19/06/1999
115	Mohan Sardar	840	Trammer	-DO-	27/11/1997

116	Apatti Gope	642	Trammer	Vill. + P.O. Bango, P.S. Potka, Dist. East Singhbhum, Jharkhand-832102	07/07/2001
117	Amar Gope	848	R.D. Operator	-DO-	07/07/2001
118	Srinivash Gope	855	LHD Driver-AIR	-DO-	07/07/2001
119	Krishna Ch. Gope	742	Sr. R.D. Operator	-DO-	07/07/2001
120	Tura Mukhi	1883	Sweer	Vill. Chandpur, P.O. Sankarda, P.S – Potka, Dist. East Singhbhum, Jharkhand-831002	

EX- EMPLOYEES OF HINDUSTAN COPPER LTD. (A GOVT. OF INDIA ENTERPRISE)-RAKHA COPPER PROJECT, P.O.-

RAKHA COPPER PROJECT, DIST.- EAST SINGBHUM- JHARKHAND, 832106

SL. No	NAME	BATCH No.	DESIGNATION	ADDRESS	DATE OF V.R
121	Sheo B. Gurung	3002	Mucker	At- Murgaghutu, RCP Colony (Qtr. No. A-6/78), P.O. Rakha Copper Project, P.S – Jaduguda, Dist. East Singhbhum, Jharkhand-832106	07/07/2001
122	S.P. Roy	51	Sr. Tech. Supervisor	At. Tentuldanga, RCP Colony (Qtr. No. A-16/216), P.O. RCP, P.S. Jaduguda, East Singhbhum, Jharkhand-832106	07/07/2001
123	Gokul Bhakat	324	Sr. Mistry-Supports	-DO- Qr. No. A-20/266	07/07/2001
124	B. Thakur	1929	Technician-II	-DO- Qr. No. A-18/241	07/07/2001
125	Jainarain Mandal	1228	Electrician-II	At Murgaghutu, RCP Colony (Qtr. No. A-9/124), P.O. Rakha Copper Project, P.S – Jaduguda, East Singhbhum, Jharkhand-832106	07/07/2001
126	Shishir Kr. Mahato	1235	Electrician-II	-DO- Qtr. NO. A-17/227	07/07/2001
127	Anandmai Chandra	1867	Cook Cantin	-DO – Qtr No. A-3/46	07/07/2001
128	Karmu Nayak	686	Hoisting Mist. Asst.I	Vill. Hensalbil, P.O.+P.S. Potka, Dist. East Singhbhum, Jharkhand-831002	07/07/2001

EX- EMPLOYEES OF HINDUSTAN COPPER LTD. (A GOVT. OF INDIA ENTERPRISE)-RAKHA COPPER PROJECT, P.O.-

RAKHA COPPER PROJECT, DIST.- EAST SINGBHUM- JHARKHAND, 832106

SL. NO	NAME	BATCH NO.	DESIGNATION	ADDRESS	DATE OF V.R
129	Bikram Soren	920	Helper Geo.	Vill. +PO- Bhatin, P.S. Jaduguda, Dist. East Singhbhum, Jharkhand-832102	30/10/1999
130	T.K. Sarkar	9127	Office Asst.	H.No. 74, Ward No. 14, Stn. Rd., Jugsalan, P.O. Tatanagar, Jamshedpur-831002	07/07/2001

131	Meghlal Hansda	9128	E. Moving Eqp. Driver	Vill. Leda, P.O. Karaduba, P.S. Ghatsila, Dist. East Singhbhum, Jharkhand-832303	27/11/1997
132	Bhagit Hembram	93	W.E. Driver Spl. Grade	Vill. Kalapathar, P.O. Karaduba, P.S. Ghatsila, Dist. East Singhbhum, Jharkhand-832303	19/06/1999
133	Balaram Rajak	9119	HVD-Cum-Dumper Operator	Vill. Tentuldanga, P.O. Rakha Copper Project, P.S. Jaduguda, Dist. East Singhbhum, Jharkhand-832106	27/11/1997
134	Sudhir Bhakat	717	R.S. Driver	Vill. Manhara, P.O. Kalikapur, P.S. Potka, Dist. East Singhbhum, Jharkhand-832102	07/07/2001
135	N. Bhumij	432	Rail Mistry	Vill. Patharbhanga, P.O. Kalikapur, P.S. Potka, Dist. East Singhbhum, Jharkhand-832102	07/07/2001
136	Bhola Nath Tudu	1107	R.D. Operator	Vill. Inchra, P.O+P.S. Jaduguda, Dist. East Singhbhum, Jharkhand-832102	07/07/2001

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RAKHA COPPER PROJECT, DIST.- EAST SINGBHUM- JHARKHAND, 832106

SL. No	NAME	BATCH No.	DESIGNATION	ADDRESS	DATE OF V.R
137	L.B. Bhakat	574	Fan Operator I	Vill. Kalapathar (Tola-Patri), P.O. Asanbani, P.S. – Jaduguda, Dist. East Singhbhum, Jharkhand-832102	07/07/2001
138	Kanta Bhakat	505	Cook Cantin	Vill. & P.O. Kalikapur, P.S. Potka, Dist. East Singhbhum, Jharkhand-832102	07/07/2001
139	Durlov Pathar	303	L.H.D Driver-ELECT.	Vill – Kendmuri, P.O. Kalikapuri, P.S. –Potka, East Singhbhum, Jharkhand-832102	07/07/2001
140	Panchanan Mahato	1190	Electrician-II	At. Baredih, P.O. –Jhabri, P.S – Silli (Ranchi) Dist-Ranchi., PIN – 835102	07/07/2001
141	Hiralal Shaw	S-147	Material Officer	Vill. +P.O. Kalikapur, P.S. Potka, Dist. East Singhbhum, Jharkhand-832102	07/07/2001
142	S.K. Patnaik	S-0420	DY. G.M (Rep)	RCP Colony , Qtr. NO. D-1, P.S – RCP , P.S – Jaduguda, Dist. East Singhbhum, Jharkhand-832106	02/08/2001
143	Sakla Soren	436	Sr. Mistry-Supports	Vill. Jajasan, P.O.- Sangram, P.S- Potka, Dist. East Singhbhum, Jharkhand-831002	07/07/2001

144	D.N. Naik	2	Sr. Chargeman	Murgaghutu, RCP Colony, (Qtr. No. B-3/34), PO- RCP, PS – Jaduguda, Dist. East Singhbhum, Jharkhand- 832106	15/05/2000
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**EX- EMPLOYEES OF HINDUSTAN COPPER LTD. (A GOVT. OF INDIA ENTERPRISE)-RAKHA
COPPER PROJECT, P.O.-**

RAKHA COPPER PROJECT, DIST.- EAST SINGBHUM- JHARKHAND, 832106

SL.NO	NAME	BATCH NO.	DESIGNATION	ADDRESS	DATE OF V.R.
145	Mohan Kal Borta	1210	Electrician - H	Vill. Roam, Tola - Gajudih, PO- Rakha Copper Project, PS- Jaduguda, Dist. East Singhbhum, Jharkhand- 832106	19/06/1999
146	Durga Charan Mahato	637	Mucker	Vill. Pumapani, PO + PS Chakulia, Dist. East Singhbhum, Jharkhand- 832301	24/07/1999
147	Mishrilal Saw	9090	Sr. Blaster	Vill. Tentuldanga (Plant Road), PO Rakha Copper Project, PS- Jaduguda, Dist- East Singhbhum Jharkhand-832106	07/07/2001
148	Surendra Kaibarto	645	Plat Mazdoor	Vill + PO- Kalikapur, PS- Potka, Dist-East Singhbhum, Jharkhand- 832102	07/07/2001
149	Kamba Murmu	255	L.H.D. Driver- Elect	Vill + PO +PS- Potka (near P.G. High School), Dist- East Singhbhum, Jharkhand-831002	07/07/2001
150	R.N. Bhakat	1102	Trammer	Vill- Gopalpur, PO- Asanbani, PS -Jaduguda, Dist-fEast Singhbhum, Jharkhand-832102	07/07/2001
151	D.K. Mohanty	9035	Office Asstt.	H.No. 3 Ashokpath/ Sonapath (Bhatiabasti),Kadma, JSR - 831005	07/07/2001
152	M. Mridha	9054	Asst. Cum- Steno.	24/C Mandir Path-B, Bhatiabasti, Kadma, Jamshedpur-831005	07/07/2001

**EX- EMPLOYEES OF HINDUSTAN COPPER LTD. (A GOVT. OF INDIA ENTERPRISE)-RAKHA
COPPER PROJECT, P.O.-**

RAKHA COPPER PROJECT, DIST.- EAST SINGBHUM- JHARKHAND, 832106

SL.NO	NAME	BATCH NO.	DESIGNATION	ADDRESS	DATE OF V.R.
153	S.C. Gope	582	Sr. Blaster	Vill.+ PO- Bango, PS-Potka, Dist. East Singhbhum, Jharkhand-832102	07/07/2001
154	K. Gope	633	Supp. Mistry Asst-I	-Do-	07/07/2001
155	I.D. Lal	1851	Sr. Dresser	504, M.P. Tower-2 Adityapur, Jamshedpur -	07/07/2001

				831013	
156	Parsuram Bhakat	1610	Pump Oprt-I	Vill. Gopalpur, Tola-Bandih, PO-Asanbani, PS-Jaduguda, East Singhbhum, Jharkhand-832102	31/03/2001
157	Natho Majhi	251	Jr. Tech Supervisor	Vill. Roam, Tola-Kulgora, PO-RCP, PS- Jaduguda, East Singhbhum, Jharkhand-832106	07/07/2001
158	Haripada Soren	955	L.H.D. Driver-Elect	Vill. Digri, PO- Rakha Copper Project, PS- Jaduguda, Dist. East Singhbhum, Jharkhand-832106	07/07/2001
159	Hiralal Rai	S-125	Asst. Mgr. Account	At. RCP Colony, Qrt.N.B-1/1, PO-Rakha Copper Project, Dist. East Singhbhum, Jharkhand-832106	17/05/2000
160	Sasanka Bhakat	903	Trammer	Vill. Tilamura, PO - Asanbani, PS- Jaduguda, Dist. East Singhbhum, Jharkhand-832102	07/07/2001

EX- EMPLOYEES OF HINDUSTAN COPPER LTD. (A GOVT. OF INDIA ENTERPRISE)-RAKHA COPPER PROJECT, P.O.-

RAKHA COPPER PROJECT, DIST.- EAST SINGBHUM- JHARKHAND, 832106

SL. No	NAME	BATCH NO.	DESIGNATION	ADDRESS	DATE OF V.R
161	S.K. Bhakat	484	Blaster Asst. I	Vill. Gopalpur (Tola-Bhabanidih), P.O. Asanbani, P.S.- Jaduguda, Dist. East Singhbhum, Jharkhand-832102	07/07/2001
162	N.K. Bhakat	934	Fitter Asstt. I	Vill. Swashpur, P.O. Rakhamines, P.S. Jaduguda, Dist. East Singhbhum, Jharkhand-832106	07/07/2001
163	B.N. Bhakat	257	Peon	-DO-	07/07/2001
164	Samai Tudu	97	Pipe Fitter	Vill. Kokda, P.O. Asanbani, P.S- Jaduguda, Dist. East Singhbhum, Jharkhand-832102	31/03/1999
165	G. Majhi	151	Technician-II	Vill. + P.O. Kalikapur, P.S.- Potka, Dist. East Singhbhum, Jharkhand-832102	28/11/1997
166	Monahar Singh	607	Sr. R.D. Operator	Vill. Swashpur, P.O. Rakhamines, P.S.-Jaduguda, Dist. East Singhbhum, Jharkhand-832106	07/07/2001
167	S.C. Murmu	9023	Chief Store Keeper	Vill. Gopalpur, Tola-Bandih, P.O. Asanbani, PS- Jaduguda, Dist. East	06/06/2000

				Singhbhum, Jharkhand-832102	
168	Jasai Murmu	1843		-Do-	26/05/2000

**EX- EMPLOYEES OF HINDUSTAN COPPER LTD. (A GOVT. OF INDIA ENTERPRISE)-RAKHA
COPPER PROJECT, P.O.-**

RAKHA COPPER PROJECT, DIST.- EAST SINGBHUM- JHARKHAND, 832106

SL.NO	NAME	BATCH NO.	DESIGNATION	ADDRESS	DATE OF V.R.
169	R.N. Bhakat	9077	Sr. Tech. Supervisor	Vill. Swashpur, PO- Rakhamines, PS Jaduguda, Dist. East Singhbhum, Jharkhand-832106	07/07/2001
170	Arbinda Bhakat	9108	Asstt. Driller-I	-Do-	07/07/2001
171	Mahitosh Bhakat	9134	Office Asstt.	-Do-	07/07/2001
172	B. Mandal	547	Timekeeper-B	Vill. Pichhli, PO Sankarda, PS-Potka, Dist. East Singhbhum, Jharkhand-831002	07/07/2001
173	B.N. Bhakat	762	L.H.D. Driver-AIR	Vill. Kalapathar, Tola-Bhurkdih, PO Asanbani, PS- Jaduguda, Dist-East Singhbhum JH -832102	07/07/2001
174	Parmeshwar Bhakat	946	L.H.D. Driver-Elect	Vill-Gopalpur, Tola-Bandih, PO-Asanbani, PS- Jaduguda, Dist. East Singhbhum, Jharkhand-832102	07/07/2001
175	Nagen Kr. Bhakat	696	Pipe Fitter-III	Vill-Kalapathar, Tola-Bhurkadih, PO. Asanbani, PS Jaduguda, Dist- East Singhbhum, Jharkhand-832102	19/06/1999
176	Dibakar Bhakat	0664	Admn Off.	Vill. Kalapathar, PO-Asanbani, PS- Jaduguda, Dist. East Singhbhum, Jharkhand-832102	07/07/2001

**EX- EMPLOYEES OF HINDUSTAN COPPER LTD. (A GOVT. OF INDIA ENTERPRISE)-RAKHA
COPPER PROJECT, P.O.-**

RAKHA COPPER PROJECT, DIST.- EAST SINGBHUM- JHARKHAND, 832106

SL.NO	NAME	BATCH NO.	DESIGNATION	ADDRESS	DATE OF V.R.
177	Nakul Ch. Bhakat	2009	Helper	Vill. Kadamdih, PO- Surda Mines, PS Musaboni, Dist. East Singhbhum, Jharkhand-832303	07/07/2001
178	Dhirju Danda	727	Welder-II	Vill. Bada Sigdi, PO+PS- Potka, Dist. East Singhbhum, Jharkhand-831002	07/07/2001

179	B.M. Patra	670	Loco Operator	Vill + PO- Dhirol, PS-Potka, Dist. East Singhbhum, Jharkhand-832102	07/07/2001
180	A.K. Mohanty	961	Electrician Asstt-I	Vill + PO+PS -Chakulia, Dharamshala Road, Dist. Singhbhum (East), Jharkhand-832301	07/07/2001
181	J.N. Bhakat	130	Survey Asstt-I	Vill. Shwaspur, PO Rakhamines, PS Jaduguda, East Singhbhum Jharkhand-832106	06/06/2000
182	Islamuddin	1016	Motor Mech.-I	At. Base Camp, PO- Rakha Copper Project, PS-Jaduguda, Dist. East Singhbhum, Jharkhand-832106	07/07/2001
183	Jagat Majhi	461	Pipe Fitter-III	Vill. Balijuri, PO-Kalikapur, PS-Potka, Dist. East Singhbhum, Jharkhand-832102	07/07/2001
184	Burhan Mardi	98	Pipe Fitter	Vill. Jharia, PO-Bhatin, PS-Jaduguda, Dist-East Singhbhum, Jharkhand-832102	16/05/1999

EX- EMPLOYEES OF HINDUSTAN COPPER LTD. (A GOVT. OF INDIA ENTERPRISE)-RAKHA COPPER PROJECT, P.O.-

RAKHA COPPER PROJECT, DIST.- EAST SINGBHUM- JHARKHAND, 832106

SL. NO	NAME	BATCH NO.	DESIGNATION	ADDRESS	DATE OF V.R
185	Madan Singh	694	Helper	Vill. Rakhamines, Tola-Bandi, P.O. Rakhamines, P.S. Jaduguda, Dist. East Singhbhum, Jharkhand-832106	07/07/2001
186	Rajendra Gope	764	R.S. Driver	Vill.+PO- Bango, P.S. Potka, Dist. East Singhbhum, Jharkhand-832102	07/07/2001
187	Gouranga Gope	9085	Sr. Blaster	Vill.+PO- Bango, PS-Potka, Dist. Singhbhum (East), Jharkhand-832102	07/07/2001
188	Masang Murmu	287	Dr. Op. Spl. Grade	Vill. Matigoda, PO- RCP, P.S. Jaduguda, Dist. East Singhbhum Jharkhand-832106	07/07/2001
189	Balaram Bhakat	870	Shift Asst.	Vill. Kalapathar, Tola-Bhurkadih, P.O. – Asanbani, P.S. Jaduguda, Dist-East Singhbhum, Jharkhand-832102	07/07/2001
190	N.N. Gope	644	Trammer	Vill. +PO-Bango, P.O. Bango, P.S. Potka, Dist. East Singhbhum, Jharkhand-832102	
191	Bhudev Yadav	584	Supp. Mistry Asst. - I	-Do-	07/07/2001
192	Bhut Nath Gope	763	Blaster Asst.-I	-Do-	07/07/2001

**EX- EMPLOYEES OF HINDUSTAN COPPER LTD. (A GOVT. OF INDIA ENTERPRISE)-RAKHA
COPPER PROJECT, P.O.-**

RAKHA COPPER PROJECT, DIST.- EAST SINGBHUM- JHARKHAND, 832106

SL.NO	NAME	BATCH NO.	DESIGNATION	ADDRESS	DATE OF V.R.
193	Gouranga Gope	791	Sr. R.D. Operator	Vill. Roldih, PO- Bango, PS- Potka, Dist. East Singhbhum, Jharkhand-832102	07/07/2001
194	L.R. Hembram	831	Rock Breaker Optr.	Vill. Patharbhanga, (Tola-Chatani), PO- Kalikapur, PS- Potka Dist. East Singhbhum, Jharkhand-832102	07/07/2001
195	Sudhir Munda	1157	Motor Mech. Asst. I	At. Dahigora (Paul Colony), PO+PS- Ghatsila, Dist. East Singhbhum, Jharkhand-832303	07/07/2001
196	Jagatram Murmu	765	Blaster Asst. I	Vill + PO- Bhatin, PS- Jaduguda, Dist. East Singhbhum, Jharkhand-832102	07/07/2001
197	Suren Majhi	695	Sr. R.D. Operator	Vill. Tilaitand, PO+PS- Jaduguda, Dist. East Singhbhum, Jharkhand-832102	07/07/2001
198	Sonaram Majhi	865	R.D. Operator	-Do-	07/07/2001
199	Based Hansda	984	Trammer	-Do-	07/07/2001
200	P.K. Bhakat	661	Jr. Tech. Supervisor	Vill + PO- Kalikapur, PS- POTka, Dist. East Singhbhum, Jharkhand-832102	07/07/2001

**EX- EMPLOYEES OF HINDUSTAN COPPER LTD. (A GOVT. OF INDIA ENTERPRISE)-RAKHA
COPPER PROJECT, P.O.-**

RAKHA COPPER PROJECT, DIST.- EAST SINGBHUM- JHARKHAND, 832106

SL.NO	NAME	BATCH NO.	DESIGNATION	ADDRESS	DATE OF V.R.
201	H.C. Soren	569	Shaft Const. Mistry	Vill. Jhabani, PO Rajdoha, PS- Jaduguda, Dist- East Singhbhum, Jharkhand-832102	07/07/2001
202	P.C. Shee	1966	Crusher Operator	Vill. Donkarsai, PO- Kalikapur, PS Potka, Dist- E. Singhbhum, Jharkhand-832102	07/07/2001
203	K.C. Bhakat	425	Fan Operator	Vill. + PO- Kalikapur, PS- Potka, Dist. East Singhbhum, Jharkhand-832102	07/07/2001
204	Balaram Bhakat	397	Dr. Op. Spl. Grade	Vill. Swashpur, PO Rakhamines, PS- Jaduguda, Dist- East Singhbhum, Jharkhand-832106	07/07/2001
205	Badal Kishore Shit	1165	Ward Attendant- Male	Vill. Jhaliabera, PO- Bhalki, PS- Kawali, Dist. East Singhbhum, Jharkhand-831002	07/07/2001
206	Benimadhav Deo	16	Mechinist	Vill. Madansen, PO- Sangram, PS Potka, Dist.	Nov 1997

				East Singhbhum, Jharkhand-831002	
207	Bijoy Kaibarto	748	Fitter Asstt.-I	Vill.+ PO- Dhirol, PS- Potka, Dist. East Singhbhum, Jharkhand- 832102	Aug/Sep. 2000
208	B. Khandait	1422	Asstt. Chemist	Vill. Bardharian, PO Chakri, PS- Kohali, Dist. East Singhbhum, Jharkhand-831002	07/07/2001

**EX- EMPLOYEES OF HINDUSTAN COPPER LTD. (A GOVT. OF INDIA ENTERPRISE)-RAKHA
COPPER PROJECT, P.O.-**

RAKHA COPPER PROJECT, DIST.- EAST SINGBHUM- JHARKHAND, 832106

SL. No	NAME	BATCH No.	DESIGNATION	ADDRESS	DATE OF V.R
209	Dhuma Majhi	1109	R.D. Operator	Village- Jojodih, P.O. Tangrain, P.S. Kowali, Dist. East Singhbhum, Jharkhand-831002	07/07/2001
210	B.C. Mandal	586	Sr. Blaster	Vill. Pichhli, P.O. Shankrdah, P.S. Potka, Dist. East Singhbhum, Jharkhand-831002	07/07/2002
211	Ram bhumij	434	Fitter-II	Village- Patharbhang, P.O. Kalikapur, PS- Potka, Dist. East Singhbhum, Jharkhand-832102	31/03/1999 / 27/09/1999
212	Sd/-	1649	Pupm. Oper	Q. A-20/191, -832108	07/07/2001
213	Motai Purty	673	Fitter Asst-I	Vill. Kulamara, Tola- Barakata, P.O. RCP, P.S. Jadugoda, Dist. East Singhbhum, Jharkhand- 832106	07/07/2001
214	Bars A. Mardi	1104	R.D. Operator	Vill. Mechua (Bagluasai), P.O. Jaduguda, P.S. Jaduguda, Dist. East Singhbhum, Jharkhand- 832102	07/07/2001
215	Dhananjay Shit	806	Plat Mazdoor	Vill. Khanti, P.O. Malua, P.S. Barshol, Dist. East Singhbhum, Jharkhand- 832102	07/07/2001
216	Chitta Puran	705	Trammer	Vill. Gorgram, P.O. Butgora, P.S. Potka, Dist. East Singhbhum, Jharkhand- 832102	07/07/2001
217	Dibaram Baskey	40	Pump Operator-I	Vill- Jharia, PO- Bhatin, Jaduguda, Dist- E. Singhbhum	13/06/2000

**EX- EMPLOYEES OF HINDUSTAN COPPER LTD. (A GOVT. OF INDIA ENTERPRISE)-RAKHA
COPPER PROJECT, P.O.-
RAKHA COPPER PROJECT, DIST.- EAST SINGBHUM- JHARKHAND, 832106**

SL.NO	NAME	BATCH NO.	DESIGNATION	ADDRESS	DATE OF V.R.
221	Suna Ram Mardi	3062	Mucker	Vill. Onrkabera, P.O. Butgora, P.S. Potka, Dist. East Singhbhum, Jharkhand-832102	07/07/2001
222	Santosh Kr Paran	843	Supp. Mistry Asst-I	Vill. Serengdih, P.O. Butgora, P.S. Potka, Dist. East Singhbhum, Jharkhand-832102	07/07/2001
223	L. Majhi	559	Sr. R.D. Operator	Vill. Porsa (Tola-Tirilghutu), P.O. Butgora, P.S. Potka, Dist. East Singhbhum, Jharkhand-832102	07/07/2001
224	R.K. Bhakat	1840	S/Keeper-C	Vill. + P.O. Kalikapur, P.S. Potka, Dist. East Singhbhum, Jharkhand-832102	07/07/2001
225	Dijraj Panda	1025	E. Moving Eqp. Driver	RCP Colony, Qrt. No B-4/38, P.O. Rakha Copper Project, P.S. Jaduguda, Dist. East Singhbhum, Jharkhand-832106	07/07/2001
226	Subodh Chandra Bhakat	S-152	Account Officer	At + P.O. Shankarda, P.S. Potka, Dist. East Singhbhum, Jharkhand-831002	07/07/2002

नई दिल्ली, 26 मई, 2026

का.आ. 1066.—औद्योगिक विवाद अधिनियम (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार मेसर्स नेशनल इश्योरेंस कंपनी लिमिटेड के प्रबंधन के संबंध में नियोजकों और श्री ए. एम. राजू के बीच अनुबंध में निर्दिष्ट केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, बेंगलूर, पंचाट (रिफरेंस नं.- 24/2017) को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 26.05.2026 को प्राप्त हुआ था।

[सं. एल -17012/10/2017-आईआर(एम)]

सलोनी, उप निदेशक

New Delhi, the 26th May, 2026

S.O. 1066.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (**Reference No. 24/2017**) of the **Central Government Industrial Tribunal cum Labour Court Bangalore** as shown in the Annexure, in the Industrial dispute between the employers in relation to **M/s National Insurance Co. Ltd.** and **Sh. A M Raju** which was received along with soft copy of the award by the Central Government on 26.05.2026.

[No. L-17012/10/2017-(IR(M)]

SALONI, Dy. Director

**ANNEXURE
BEFORE THE**

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT

DATED : 20th March 2026

PRESENT : **Smt. K P INDIRA**

Presiding Officer

CR No. 24 / 2017

I Party

Sh. A M Raju,
S/o Sri Thamiah,

II Party

M/s National Insurance Co. LTD,
Regional Office, No. 144, 1st Floor,

1st Floor, KRS Main Road,
Belagolu Village, Srirangapatana Thaluk
Mandya – 571 606

Subram Complex,
MG Road, Bangalore – 560 001

Appearance

Advocate for I Party : Sh. S Ramesh
Advocate for II Party : Sh. K Sridhara

AWARD

The Central Government vide Order No. L-17012/10/2017-IR (M) dated 01.08.2017 in exercise of the powers conferred by Sub-Section (1) and Sub-Section 2(A) of Section 10 of Industrial Dispute Act, 1947 (for brevity 'the Act' hereafter) referred the following Industrial Dispute for adjudication.

“Whether the applicant, Sri A M Raju, is a workman under the section 2(s) of the Industrial Disputes Act 1947? Whether the action of the management of the National Insurance Company Limited in terminating the services of Sri A M Raju is justified? If not, what relief is the workman entitled to?”

1. I Party claiming himself as a workman under the II Party challenged his removal from service as per the order of the II Party dated 17.12.2012 and also challenged the fairness and propriety of the Departmental Enquiry initiated against him and sought reinstatement and other ancillary reliefs.
2. The II Party per contra raised workman issue in the statement of objection on the precincts that the I Party is not a workman as he was working as a Development Officer which comes under the Managerial cadre and he is part of the management. II Party also raised the question of jurisdiction to be considered as a preliminary issue.
3. During the pendency of the proceeding, the I Party filed a memo for withdrawal of the case with liberty to challenge the impugned order of termination against the II Party before the appropriate forum referring to the order passed by the Hon'ble High Court of Karnataka, Bangalore in WP 17366/2022 dated 12.02.2026 relating to a similarly placed Development Officer, who was the I Party in CR 09/2006 before this Tribunal.
4. The II Party placed its response to the I Party's request stating that appropriate orders be passed in the matter.
5. Considering the submission made on behalf of the I Party and the memo submitted thereon, this CR is only to be rejected and the following Award is to be passed :-

AWARD

The reference is rejected recording the memo of withdrawal filed by the I Party without prejudice to the right of the I Party to take appropriate remedy as may be available to him under the law to challenge his termination order before the appropriate forum.

(Dictated to LDC, transcribed by him, corrected and signed by me on 20th March 2026)

K P INDIRA, Presiding Officer

नई दिल्ली, 26 मई, 2026

का.आ. 1067.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार भारत पेट्रोलियम कॉर्पोरेशन लिमिटेड के प्रबंधन के संबंध में नियोजकों और बीपीसीएल जनरल कॉन्ट्रैक्ट मजदूर संघ के बीच अनुबंध में निर्दिष्ट केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, एर्नाकुलम, पंचाट (रिफरेन्स नं.- 29/2019) को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 26.05.2026 को प्राप्त हुआ था।

[सं. एल -30011/32/2019-आईआर(एम)]

सलोनी, उप निदेशक

New Delhi, the 26th May, 2026

S.O. 1067.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (**Reference No. 29/2019**) of the **Central Government Industrial Tribunal cum Labour Court, Ernakulam** as shown in the Annexure, in the Industrial dispute between the employers in relation to **Bharat Petroleum Corporation Ltd. and BPCL General Contract Mazdoor Sangh** which was received along with soft copy of the award by the Central Government on 26.05.2026.

[No. L-30011/32/2019-(IR(M))]

SALONI, Dy. Director

ANNEXURE
BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL
TRIBUNAL-CUM-LABOUR COURT, ERNAKULAM

Present: Sri.**SUSHIL KUMAR-II**, Presiding Officer.

(Dated the 10th day of March, 2026)

ID No.29/2019

Workman/Union : The General Secretary
 BPCL General Contract Mazdoor Sangh
 Near HOC Junction, Kokkattu Building
 Ambalamughal – 682 302

Management(s) : 1.The Executive Director
 M/s. BPCL – Kochi Refinery
 Ambalamugal – 682 302

2. Tech Sharp Engineers,
 IREP Project,
 M/s. BPCL – Kochi Refinery
 Ambalamugal – 682 302

By M/s. Thomas & Thomas Advocates

This case is coming up for final hearing on 10th March 2026 and the same day this Industrial Tribunal – cum – Labour Court passed the following.

AWARD

1. In exercise of the powers conferred by clause (d) of Sub-section (1) and Sub-section 2(A) of Section 10 of Industrial Disputes Act, 1947 (Act 14 of 1947) the Government of India, Ministry of Labour by its Order No. L-30011/32/2019 – IR(M) dated 25.11.2019 referred the following dispute for adjudication by this Tribunal.
2. The dispute referred is;

“Whether the demands of the B.P.C.L General Contract Mazdoor Sangh, Ambalamugal vide letter dated 20.01.2017 and 30.01.2017 for the workers engaged by M/s. Tech Sharp Engineers, Ambalamugal for IREP projects of the BPCL – Kochi Refinery, Ambalamugal is proper, just as legal under ID Act, 1947 ? If yes, what relief the workers are entitled to? What other directions, if any, are necessary in the matter?”

3. After receipt of the Order of reference from Govt. of India, summons dt. 26.12.2019 was issued to the parties concerned. The matter was posted for appearance of parties and to file claim statement. No representation for the Union for more than one year even after repeated notices.
4. It is felt that the Union is not interested in pursuing the industrial dispute
5. Hence a ‘no dispute award’ is passed holding that there is no merit in the claim of the Union

The Award will come into force one month after its publication in the Official Gazette.

Dictated to the Personal Assistant, transcribed and passed by me on this the 10th March 2026.

SUSHIL KUMAR-II, Presiding Officer

नई दिल्ली, 26 मई, 2026

का.आ. 1068.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार मैसर्स भारत स्टार्स सर्विसेज़ प्राइवेट लिमिटेड के प्रबंधन के संबद्ध नियोजकों और श्री महेशकुमार बी. चव्हाण के बीच अनुबंध में निर्दिष्ट केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय-2, मुंबई, पंचाट (रिफरेंस न.- 32/2019) को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 26.05.2026 को प्राप्त हुआ था।

[सं. एल -11012/1/2019-आईआर(एम)]

सलोनी, उप निदेशक

New Delhi, the 26th May, 2026

S.O. 1068.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (**Reference No. 32/2019**) of the **Central Government Industrial Tribunal cum Labour Court-2, Mumbai** as shown in the Annexure, in the Industrial dispute between the employers in relation to **M/s Bharat Stars Services Pvt. Ltd.** and **Mr. Maheshkumar B. Chavan** which was received along with soft copy of the award by the Central Government on 26.05.2026.

[No. L-11012/1/2019-(IR(M))]

SALONI, Dy. Director

ANNEXURE

BEFORE JUSTICE RETIRED SHIV SHANKER PRASAD

PRESIDING OFFICER/LINK OFFICER

THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO.2, MUMBAI

PRESENT

JUSTICE RETIRED SHIV SHANKER PRASAD

Presiding Officer/Link Officer

REFERENCE NO. CGIT-2/32 of 2019

EMPLOYERS IN RELATION TO THE MANAGEMENT OF

Party No. 1. M/s. Bharat Stars Services Pvt. Ltd.

C/o Maffl Near Sahar Police Station,

Andheri (E),

Mumbai – 400 099,

State: Maharashtra.

AND

THEIR WORKMAN.

Party No.2 (Mr. Maheshkumar B. Chavan)

Mr. Maheshkumar B. Chavan

Ex- Servicemen Colony,

Sonavane Plot No.2,

Miraj,

District- Sangli,

Pincode: 416 410,

State: Maharashtra.

APPEARANCES:

Management No.1 : Mr. L. L. D'Souza.

Advocate

Workmen : Mr. A. M. Patwardhan. Advocate

AWARD

(Delivered on 09-03-2026)

1. This Reference has been made by the Central Government in exercise of powers under clause (d) of sub-section (1) and sub-section (2A) of Section 10 of the Industrial Disputes Act, 1947, vide Government of India, Ministry of Labour & Employment, New Delhi, order No. L- 11012/1/2019-IR (M) dated 10.05.2019. The terms of reference given in the schedule are as follows:

“Whether the action of the management in transferring Shri Maheshkumar Babasaheb Chavan, Refuelling Associates, from Mumbai Airport to Bangalore Airport vide letter dated 12.02.2018 is amounting to unfair

labour practice? If so, whether the action of the disputant workman in not accepting the said transfer order dated 12.02.2018 and not accepting fresh appointment offer dated 28.02.2018 for his posting at Bangalore, and demanding re-employment in the establishment at Mumbai is just and proper? If so, what relief the workman is entitled to?"

2. The case is called out today. The Learned Counsel for the party no.1 Ms. Priyanka Sawant is present before the Court, but no one is present on behalf of the workman/petitioner on repeated calls. From perusal of record, it is apparent that, the petitioner/workman is not responding and attending the Court since 23.01.2020. No Statement of Claim and Written Statements have been filed by the parties respectively till today. No other evidence has been filed by the petitioner to prove his claim. The petitioner/workman is not coming to the court since long back. It appears that, the petitioner/workman is not interested to contest the case furthermore. The claim of the petitioner/union is not proved. So, the case is closed.

Hence, it is ordered.

ORDER

The action of the management in transferring Shri Maheshkumar Babasaheb Chavan, Refuelling Associates, from Mumbai Airport to Bangalore Airport vide letter dated 12.02.2018 is not amounting to unfair labour practice. The action of the disputant workman in not accepting the said transfer order dated 12.02.2018 and not accepting fresh appointment offer dated 28.02.2018 for his posting at Bangalore, and demanding re-employment in the establishment at Mumbai is not just and not proper. The workman is not entitled to any relief.

\Date: 09-03-2026

Justice SHIV SHANKER PRASAD, Presiding Officer/Link Officer

नई दिल्ली, 26 मई, 2026

का.आ. 1069.— औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार भारत पेट्रोलियम कॉर्पोरेशन लिमिटेड; मेसर्स डेटा केबलनेट के प्रबंधन के संबद्ध नियोजकों और महाराष्ट्र मथाडी और जनरल कामगार यूनियन के बीच अनुबंध में निर्दिष्ट केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय-2, मुंबई, पंचाट (रिफरेन्स नं.- 22/2020) को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 26.05.2026 को प्राप्त हुआ था।

[सं. एल -30011/22/2020-आईआर(एम)]

सलोनी, उप निदेशक

New Delhi, the 26th May, 2026

S.O. 1069.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (**Reference No. 22/2020**) of the **Central Government Industrial Tribunal cum Labour Court-2, Mumbai** as shown in the Annexure, in the Industrial dispute between the employers in relation to **Bharat Petroleum Corporation Ltd; M/s Data Cablenet and Maharashtra Mathadi & General Kamgar Union** which was received along with soft copy of the award by the Central Government on 26.05.2026.

[No. L-30011/22/2020-(IR(M))]

SALONI, Dy. Director

ANNEXURE

BEFORE JUSTICE RETIRED SHIV SHANKER PRASAD

PRESIDING OFFICER/LINK OFFICER

THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO.2, MUMBAI

PRESENT

JUSTICE RETIRED SHIV SHANKER PRASAD

Presiding Officer/Link Officer

REFERENCE NO. CGIT-2/22 of 2020

EMPLOYERS IN RELATION TO THE MANAGEMENT OF

First Party No. 1. M/s. Bharat Petroleum Corporation Limited,

The Executive Director,
M/s. Bharat Petroleum Corporation Limited,
Mahul Refinery,
Chembur,
Mumbai – 400 074,
State: Maharashtra.

2. M/s. Data Cablenet,

M/s. Data Cablenet
Shop No.8,
Building No.55,
Varsa Co-op. Housing Society,
Opp. Amrapali Hostel,
Tilak Nagar,
Chembur,
Mumbai – 400 089,
State: Maharashtra.

AND

THEIR WORKMEN.**Party No.2 (Maharashtra Mathadi & General Kamgar Union)**

The Secretary,
Maharashtra Mathadi & General Kamgar Union,
Chambers,
2nd Floor, R.No. 22,
Clive Road,
Dana Bunder,
Mumbai – 400 009,
State: Maharashtra.

104/108, Patwa

APPEARANCES:

Management No. 1&2 : No appearance.

Workmen : No appearance.

AWARD

(Delivered on 09-03-2026)

1. This Reference has been made by the Central Government in exercise of powers under clause (d) of sub-section (1) and sub-section (2A) of Section 10 of the Industrial Disputes Act, 1947, vide Government of India, Ministry of Labour & Employment, New Delhi, order No. L- 30011/22/2020-IR(M) dated 11.11.2020. The terms of reference given in the schedule are as follows:

“Whether the demands of Maharashtra Mathadi & General Kamgar Union, Mumbai for payment of bonus for 2017-2018 and leave salary benefits to 16 workers (list attached) by the management of M/s. Data Cablenet, Contractor, and M/s. BPCL, Principal Employer, are proper, legal and justified? If yes, to what relief are the 16 workers of M/s. BPCL entitled and what directions, if any, are necessary?”

Sl. No.Workmen

1	श्री किरण सुदाम बोबडे
2	श्री महादेव परशुराम तीर्थ
3	श्री सुवल चंद्र साहू
4	श्री मुरलीधर वेचन प्रजापति
5	श्री अमित मुरली प्रसाद
6	श्री धर्मनंद खेड़ी
7	श्री नवनीत शुक्ला
8	श्री दुर्गविजय यादव
9	श्री शामजी यादव
10	श्री दिलीप रामचरण गौड़
11	श्री पप्पू आमरीका सिंग
12	श्री चेतन कांवले
13	श्री निरज प्रमोदकुमार पांडे
14	श्री राजु म्हात्रे
15	श्री सुरेंद्र प्रजापति
16	श्री इनल वेचन प्रजापति

2. The case is called out today. Both parties are absent. From perusal of record, it is apparent that, the petitioner is not responding and attending the Court since 14.01.2022. No Statement of Claim and Written Statements have been filed by the parties respectively till today. No other evidence has been filed by the petitioner to prove his case. The petitioner/union is not coming to the court since long back. It appears that, the petitioner/union is not interested to contest the case furthermore. The claim of the petitioner/union is not proved. So, the case is closed.

Hence, it is ordered.

ORDER

The demands of Maharashtra Mathadi & General Kamgar Union, Mumbai for payment of bonus for 2017-2018 and leave salary benefits to 16 workers (list attached) by the management of M/s. Data Cablenet, Contractor, and M/s. BPCL, Principal Employer, are not proper, not legal and not justified. The 16 workers of M/s. BPCL are not entitled to any relief.

Date: 09-03-2026

Justice SHIV SHANKER PRASAD, Presiding Officer/Link Officer