



भारत का राजपत्र The Gazette of India

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प्राधिकार से प्रकाशित
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सं. 23]

नई दिल्ली, जून 14—जून 20, 2026, शनिवार/ज्येष्ठ 24—ज्येष्ठ 30, 1948

No. 23]

NEW DELHI, JUNE 14—JUNE 20, 2026, SATURDAY/JYAISHTHA 24—JYAISHTHA 30, 1948

इस भाग में भिन्न पृष्ठ संख्या दी जाती है जिससे कि यह पृथक संकलन के रूप में रखा जा सके
Separate Paging is given to this Part in order that it may be filed as a separate compilation

भाग II—खण्ड 3—उप-खण्ड (ii)
PART II—Section 3—Sub-section (ii)

भारत सरकार के मंत्रालयों (रक्षा मंत्रालय को छोड़कर) द्वारा जारी किए गए सांविधिक आदेश और अधिसूचनाएं
Statutory Orders and Notifications Issued by the Ministries of the Government of India
(Other than the Ministry of Defence)

वित्त मंत्रालय
(वित्तीय सेवाएं विभाग)

नई दिल्ली, 1 जून, 2026

का.आ. 1182.—राष्ट्रीयकृत बैंक (प्रबंध और प्रकीर्ण उपबंध) स्कीम, 1970 (दिनांक 17.11.2022 की अधिसूचना के माध्यम से संशोधित) के पैरा 8 (1) के साथ पठित बैंककारी कंपनी (उपक्रमों का अर्जन और अंतरण) अधिनियम, 1970 की धारा 9 की उपधारा (3) के खंड (क) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार, एतद्वारा, श्री ब्रजेश कुमार सिंह (जन्म तिथि: 23.04.1969), कार्यपालक निदेशक, इंडियन बैंक को पद का कार्यभार ग्रहण करने की तारीख से उनकी अधिवर्षिता की आयु प्राप्त होने तक अर्थात् 30.04.2029 तक अथवा अगले आदेश होने तक, जो भी पहले हो, केनरा बैंक में प्रबंध निदेशक और मुख्य कार्यपालक निदेशक के रूप में नियुक्त करती है।

[ई फा.सं. 4/3/2024-बीओ-1]

संजय कुमार मिश्र, अवर सचिव

MINISTRY OF FINANCE
(Department of Financial Services)

New Delhi, the 1st June, 2026

S.O. 1182.—In exercise of powers conferred by clause (a) of sub-section (3) of section 9 of the Banking Companies (Acquisition and Transfer of Undertakings) Act, 1970, read with paragraph 8 (1) of the Nationalised Banks (Management and Miscellaneous Provisions) Scheme, 1970 (amended *vide* notification dated 17.11.2022), the Central Government hereby appoints Shri Brajesh Kumar Singh (DoB: 23.04.1969), Executive Director, Indian Bank as Managing Director and Chief Executive Officer of Canara Bank with effect from the date of assumption of charge of the post till the date of his attaining the age of superannuation i.e., 30.04.2029, or until further orders, whichever is earlier.

[eF. No. 4/3/2024-BO.I]

SANJAY KUMAR MISHRA, Under Secy.

नई दिल्ली, 5 जून, 2026

का.आ. 1183.—भारतीय रिजर्व बैंक अधिनियम, 1934 की धारा 8 की उपधारा (4) के साथ पठित धारा 8 की उपधारा (1) के खंड (क) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार, एतद्वारा, श्री स्वामीनाथन जानकीरमन (जन्मतिथि: 04.02.1964) को दिनांक 26.06.2026 से दो वर्ष की अवधि के लिए अथवा अगला आदेश होने तक, जो भी पहले हो, भारतीय रिजर्व बैंक में उप-गवर्नर के पद पर पुनः नियुक्त करती है।

[ई फा. सं. 1/1/2022-बीओ-I]

संजय कुमार मिश्र, अवर सचिव

New Delhi, the 5th June, 2026

S.O. 1183.—In exercise of the powers conferred by clause (a) of sub-section (1) of section 8 of The Reserve Bank of India Act, 1934, read with sub-section (4) of section 8 thereof, the Central Government hereby re-appoints Shri Swaminathan Janakiraman (DoB: 04.02.1964) as Deputy Governor, Reserve Bank of India, for a period of two years with effect from 26.06.2026, or until further orders, whichever is earlier.

[eF. No. 1/1/2022-BO.I]

SANJAY KUMAR MISHRA, Under Secy.

नई दिल्ली, 11 जून, 2026

का.आ. 1184.—बीमांकक अधिनियम, 2006 (2006 का 35) की धारा 12 की उपधारा (2) के खंड (ख) (i) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार, एतद्वारा, वित्तीय सेवाएं विभाग के अपर सचिव, श्री देबाशीष पृथी को वित्त मंत्रालय का प्रतिनिधित्व करने के लिए भारतीय बीमांकक संस्थान के परिषद के सदस्य के रूप में, वित्तीय सेवाएं विभाग के संयुक्त सचिव, श्री आशीष माधवराव मोरे के स्थान पर, तत्काल प्रभाव से और अगले आदेशो तक नामित करती है।

[फा. सं. ए-11013/03/2024-बीमा-I]

अब्दुल गुफ्रान, अवर सचिव

New Delhi, the 11th June, 2026

S.O. 1184.— In exercise of the powers conferred by clause (b) (i) of sub-section (2) of section 12 of the Actuaries Act, 2006 (35 of 2006), the Central Government, hereby nominates Shri Debasish Prusty, Additional Secretary, Department of Financial Services as a member of the Council of the Institute of Actuaries of India to represent the Ministry of Finance, with immediate effect and until further orders *vice* Shri Ashish Madhaorao More, Joint Secretary, Department of Financial Services.

[F. No. A-11013/03/2024-Ins. I]

ABDUL GUFRAN, Under Secy.

नई दिल्ली, 11 जून, 2026

का.आ. 1185.— बीमांकक अधिनियम, 2006 (2006 का 35) की धारा 26 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार, एतद्वारा, वित्तीय सेवाएं विभाग के अपर सचिव, श्री देवाशीष पृष्ठी को वित्त मंत्रालय का प्रतिनिधित्व करने के लिए भारतीय बीमांकक संस्थान के परिषद द्वारा गठित अनुशासन समिति के सदस्य के रूप में, वित्तीय सेवाएं विभाग के तत्कालीन संयुक्त सचिव, श्री प्रशांत कुमार गोयल के स्थान पर, तत्काल प्रभाव से और अगले आदेशो तक नामित करती है।

[फा. सं. ए-11013/03/2024-बीमा-I]

अब्दुल गुफरान, अवर सचिव

New Delhi, the 11th June, 2026

S.O. 1185.—In exercise of the powers conferred by sub-section (1) of section 26 of the Actuaries Act, 2006 (35 of 2006), the Central Government, hereby nominates Shri Debasish Prusty, Additional Secretary, Department of Financial Services as a member of the Disciplinary Committee constituted by the Council of the Institute of Actuaries of India to represent the Ministry of Finance, with immediate effect and until further orders *vice* Shri Parshant Kumar Goyal, erstwhile, Joint Secretary, Department of Financial Services.

[F. No. A-11013/03/2024-Ins. I]

ABDUL GUFRAN, Under Secy.

नई दिल्ली, 15 जून, 2026

का.आ. 1186.—बीमा विनियामक और विकास प्राधिकरण अधिनियम, 1999 (1999 का 41) की धारा 4 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार, एतद्वारा, श्री दिनेश पंत, प्रबंध निदेशक, भारतीय जीवन बीमा निगम को पद का कार्यभार ग्रहण करने की तिथि से पांच वर्ष की अवधि के लिए, अथवा 65 वर्ष की आयु प्राप्त करने तक, अथवा अगले आदेशों तक, जो भी पहले हो, पांच लाख रुपए प्रतिमाह (आवास और कार की सुविधा के बिना) के समेकित वेतन पैकेज पर भारतीय बीमा विनियामक और विकास प्राधिकरण (आईआरडीएआई) में पूर्णकालिक सदस्य (बीमांकिक) के रूप में नियुक्त करती है।

[फा. सं. आर-12011/01/2025-बीमा-I]

अब्दुल गुफरान, अवर सचिव

New Delhi, the 15th June, 2026

S.O. 1186.—In exercise of the powers conferred by section 4 of the Insurance Regulatory and Development Authority Act, 1999 (41 of 1999), the Central Government hereby appoints Shri Dinesh Pant, Managing Director, Life Insurance Corporation of India to the post of Whole-Time Member (Actuary) in Insurance Regulatory and Development Authority of India (IRDAI), on a consolidated pay package of five lakh rupees per month (without facility of house and car), for a period of five years from the date of assumption of charge of the post, or till attaining the age of 65 years, or until further orders, whichever is the earliest.

[F. No. R-12011/01/2025-Ins-I]

ABDUL GUFRAN, Under Secy.

नई दिल्ली, 15 जून, 2026

का.आ. 1187.—बीमा विनियामक और विकास प्राधिकरण अधिनियम, 1999 (1999 का 41) की धारा 4 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केंद्रीय सरकार, एतद्वारा, श्रीमती गिरिजा सुब्रमण्यन, अध्यक्ष-सह-प्रबंध निदेशक, न्यू इंडिया एश्योरेन्स कंपनी लिमिटेड को पद का कार्यभार संभालने की तिथि से पांच वर्ष की अवधि के लिए, अथवा 65 वर्ष की आयु प्राप्त करने तक, अथवा अगले आदेशों तक, जो भी पहले हो, पांच लाख रुपए प्रतिमाह (आवास और कार की सुविधा के बिना) के समेकित वेतन पैकेज पर भारतीय बीमा विनियामक और विकास प्राधिकरण (आईआरडीएआई) में पूर्णकालिक सदस्य (वितरण) के रूप में नियुक्त करती है।

[फा. सं. आर-12011/01/2025-बीमा-I]

अब्दुल गुफरान, अवर सचिव

New Delhi, the 15th June, 2026

S.O. 1187.—In exercise of the powers conferred by section 4 of the Insurance Regulatory and Development Authority Act, 1999 (41 of 1999), the Central Government hereby appoints Smt. Girija Subramanian, Chairman-cum-Managing Director, New India Assurance Company Limited to the post of Whole-Time Member(Distribution) in Insurance Regulatory and Development Authority of India (IRDAI), on a consolidated pay package of five lakh rupees per month (without facility of house and car), for a period of five years from the date of assumption of charge of the post, or till attaining the age of 65 years, or until further orders, whichever is the earliest.

[F. No. R-12011/01/2025-Ins-I]

ABDUL GUFRAN, Under Secy.

नई दिल्ली, 15 जून, 2026

का.आ. 1188.—बीमा विनियामक और विकास प्राधिकरण अधिनियम, 1999 (1999 का 41) की धारा 4 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केंद्रीय सरकार, एतद्वारा, श्री दीपक सूद को दिनांक 27.10.2026 से दो वर्ष की अवधि के लिए, अथवा 65 वर्ष की आयु प्राप्त करने तक, अथवा अगले आदेशों तक, जो भी पहले हो, पांच लाख रुपए प्रतिमाह (आवास और कार की सुविधा के बिना) के समेकित वेतन पैकेज पर भारतीय बीमा विनियामक और विकास प्राधिकरण (आईआरडीएआई) में पूर्णकालिक सदस्य (गैर-जीवन) के रूप में पुनर्नियुक्त करती है।

[फा. सं. आर-12011/01/2025-बीमा-I]

अब्दुल गुफरान, अवर सचिव

New Delhi, the 15th June, 2026

S.O. 1188.—In exercise of the powers conferred by section 4 of the Insurance Regulatory and Development Authority Act, 1999 (41 of 1999), the Central Government hereby reappoints Shri Deepak Sood as Whole Time Member(Non-Life) in Insurance Regulatory and Development Authority of India(IRDAI), on a consolidated pay package of five lakh rupees per month (without facility of house and car), for a period of two years, w.e.f. 27.10.2026, or till attaining the age of 65 years, or until further orders, whichever is the earliest.

[F. No. R-12011/01/2025-Ins-I]

ABDUL GUFRAN, Under Secy.

नई दिल्ली, 15 जून, 2026

का.आ. 1189.—बीमा विनियामक और विकास प्राधिकरण अधिनियम, 1999 (1999 का 41) की धारा 4 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केंद्रीय सरकार, एतद्वारा, श्री राजय कुमार सिन्हा को दिनांक 24.01.2027 से दो वर्ष की अवधि के लिए, अथवा 65 वर्ष की आयु प्राप्त करने तक, अथवा अगले आदेशों तक, जो भी पहले हो, पांच लाख रुपए प्रतिमाह (आवास और कार की सुविधा के बिना) के समेकित वेतन पैकेज पर भारतीय बीमा विनियामक और विकास प्राधिकरण (आईआरडीएआई) में पूर्णकालिक सदस्य (वित्त एवं निवेश) के रूप में पुनर्नियुक्त करती है।

[फा. सं. आर-12011/01/2025-बीमा-I]

अब्दुल गुफरान, अवर सचिव

New Delhi, the 15th June, 2026

S.O. 1189.— In exercise of the powers conferred by section 4 of the Insurance Regulatory and Development Authority Act, 1999 (41 of 1999), the Central Government hereby reappoints Shri Rajay Kumar Sinha as Whole Time Member (Finance & Investment) in Insurance Regulatory and Development Authority of India (IRDAI), on a consolidated pay package of five lakh rupees per month (without facility of house and car), for a period of two years, w.e.f. 24.01.2027, or till the age of 65 years, or until further orders, whichever is the earliest.

[F. No. R-12011/01/2025-Ins-I]

ABDUL GUFRAN, Under Secy.

विदेश मन्त्रालय

(सी.पी.वी. विभाग)

नई दिल्ली, 15 जून, 2026

का.आ. 1190.— राजनयिक और कंसुलीय अधिकारी (शपथ एवं फीस) के अधिनियम, 1948 की धारा 2 के खंड (क) के अनुसरण में वैधानिक आदेश।

एतद् द्वारा, केंद्र सरकार, जून 15, 2026 से कांसुलर सेवाएं के निर्वहन करने के लिए भारतीय दूतावास, रियाद में सहायक कांसुलर अधिकारियों के रूप में इस मंत्रालय के निम्नलिखित अधिकारियों की नियुक्ति करता है :

क्रम सं.	अधिकारी का नाम और पद	मिशन / पोस्ट जिसमें सहायक कांसुलर अधिकारी के रूप में नियुक्त किया गया है
1	श्री भूपेन्द्र यादव, सहायक अनुभाग अधिकारी	भारत के प्रधान कंसुलावास, सैन फ्रांसिस्को
2	श्री कुणाल मान, सहायक अनुभाग अधिकारी	
3	श्री गिरीश उप्रेती, सहायक अनुभाग अधिकारी	
4	श्री रथीश मोर, वैक्तिक सहायक	

[फा. सं. टी.4330/01/2026(09)]

तरुण कुमार, अवर सचिव

MINISTRY OF EXTERNAL AFFAIRS

(C P V Division)

New Delhi, the 15th June, 2026

S.O. 1190.— Statutory Order in pursuance of clause (a) of the Section 2 of the Diplomatic and Consular Officers (Oaths and fees) Act, 1948 (41 of 1948), the Central Government hereby appoints the below mentioned officials of this Ministry, as Assistant Consular Officers in Consulate General of India, San Francisco, to perform Consular services with effect from June 15, 2026 :

S. No	Name & Rank of the Officer	Mission/Post wherein appointed as Assistant Consular Officer
1	Mr. Bhupendra Yadav, Assistant Section Officer	Consulate General of India, San Francisco
2	Mr. Kunal Mann, Assistant Section Officer	
3	Mr. Rathish Moar, Assistant Section Officer	
4	Mr. Girish Upreti, Personal Assistant	

[F. No. T.4330/01/2026 (09)]

TARUN KUMAR, Under Secy. (CPV-II)

सूक्ष्म, लघु और मध्यम उद्यम मंत्रालय

नई दिल्ली, 9 जून, 2026

का.आ. 1191.— केन्द्रीय सरकार, राजभाषा (संघ के शासकीय प्रयोजनों के लिए प्रयोग) नियम, 1976 के नियम 10 के उप-नियम (4) के अनुसरण में, सूक्ष्म, लघु और मध्यम उद्यम मंत्रालय के नियंत्रणाधीन विकास आयुक्त (एमएसएमई) का कार्यालय के निम्नलिखित कार्यालय, जिसके 80 प्रतिशत से अधिक कर्मचारियों ने हिंदी का कार्यसाधक ज्ञान प्राप्त कर लिया है, को एतद्वारा अधिसूचित करती है :

एमएसएमई प्रौद्योगिकी विकास केंद्र,
केन्द्रीय पादुका प्रशिक्षण संस्थान,
सिकन्दरा, आगरा - 282007 (उत्तर प्रदेश)

[फा. सं. ई-12016/01/2023-हिंदी]

काजल जैन, उप-महानिदेशक

MINISTRY OF MICRO, SMALL AND MEDIUM ENTERPRISES

New Delhi, the 9th June, 2026

S.O. 1191.— In pursuance of sub-rule (4) of Rule 10 of the Official Languages (Use for official purposes of the Union) Rules, 1976, the Central Government hereby notifies the following office of the Office of the Development Commissioner under the control of the Ministry of Micro, Small & Medium Enterprises, whose more than 80% staff have acquired working knowledge of Hindi :

MSME TECHNOLOGY DEVELOPMENT CENTRE,
CENTRAL FOOTWEAR TRAINING INSTITUTE,
SIKANDRA, Agra - 282007 (U.P.)

[F. No. E-12016/01/2023-Hindi]

KAJAL JAIN, Dy. Director General

नई दिल्ली, 9 जून, 2026

का.आ. 1192.— हिंदी: केन्द्रीय सरकार, राजभाषा (संघ के शासकीय प्रयोजनों के लिए प्रयोग) नियम, 1976 के नियम 10 के उप-नियम (4) के अनुसरण में, सूक्ष्म, लघु और मध्यम उद्यम मंत्रालय के नियंत्रणाधीन विकास आयुक्त (एमएसएमई) का कार्यालय के निम्नलिखित कार्यालय, जिसके 80 प्रतिशत से अधिक कर्मचारियों ने हिंदी का कार्यसाधक ज्ञान प्राप्त कर लिया है, को एतद्वारा अधिसूचित करती है:

टूल रूम एवं ट्रेनिंग सेन्टर,
अमीनगांव, गुवाहाटी-781031

[फा. सं. ई-12016/01/2023-हिंदी]

काजल जैन, उप-महानिदेशक

New Delhi, the 9th June, 2026

S.O. 1192.—Hindi: In pursuance of sub-rule (4) of Rule 10 of the Official Languages (Use for official purposes of the Union) Rules, 1976, the Central Government hereby notifies the following office of the Office of the Development Commissioner under the control of the Ministry of Micro, Small & Medium Enterprises, whose more than 80% staff have acquired working knowledge of Hindi :

TOOL ROOM & TRAINING CENTRE,
AMINGAON, GUWAHATI-781031

[F. No. E-12016/01/2023-Hindi]

KAJAL JAIN, Dy. Director General

नई दिल्ली, 9 जून, 2026

का.आ. 1193.— केन्द्रीय सरकार, राजभाषा (संघ के शासकीय प्रयोजनों के लिए प्रयोग) नियम, 1976 के नियम 10 के उप-नियम (4) के अनुसरण में, सूक्ष्म, लघु और मध्यम उद्यम मंत्रालय के नियंत्रणाधीन विकास आयुक्त (एमएसएमई) का कार्यालय के निम्नलिखित कार्यालय, जिसके 80 प्रतिशत से अधिक कर्मचारियों ने हिंदी का कार्यसाधक ज्ञान प्राप्त कर लिया है, को एतद्वारा अधिसूचित करती है:

एमएसएमई प्रौद्योगिकी विकास केंद्र,
केन्द्रीय पादुका प्रशिक्षण संस्थान,
सिकन्दरा, आगरा - 282007 (उत्तर प्रदेश)

[फा. सं. ई-12016/01/2023-हिंदी]

काजल जैन, उप-महानिदेशक

New Delhi, the 9th June, 2026

S.O. 1193.—In pursuance of sub-rule (4) of Rule 10 of the Official Languages (Use for official purposes of the Union) Rules, 1976, the Central Government hereby notifies the following office of the Office of the Development Commissioner under the control of the Ministry of Micro, Small & Medium Enterprises, whose more than 80% staff have acquired working knowledge of Hindi:

MSME TECHNOLOGY DEVELOPMENT CENTRE,
CENTRAL FOOTWEAR TRAINING INSTITUTE,
SIKANDRA, Agra - 282007 (U.P.)

[F. No. E-12016/01/2023-Hindi]

KAJAL JAIN, Dy. Director General

नई दिल्ली, 9 जून, 2026

का.आ. 1194.— केन्द्रीय सरकार, राजभाषा (संघ के शासकीय प्रयोजनों के लिए प्रयोग) नियम, 1976 के नियम 10 के उप-नियम (4) के अनुसरण में, सूक्ष्म, लघु और मध्यम उद्यम मंत्रालय के नियंत्रणाधीन विकास आयुक्त (एमएसएमई) का कार्यालय के निम्नलिखित कार्यालय, जिसके 80 प्रतिशत से अधिक कर्मचारियों ने हिंदी का कार्यसाधक ज्ञान प्राप्त कर लिया है, को एतद्वारा अधिसूचित करती है:

एमएसएमई विकास कार्यालय,
मटकुरिया, धनबाद-826001 (झारखण्ड)

[फा. सं. ई-12016/01/2023-हिंदी]

काजल जैन, उप-महानिदेशक

New Delhi, the 9th June, 2026

S.O. 1194.—In pursuance of sub-rule (4) of Rule 10 of the Official Languages (Use for official purposes of the Union) Rules, 1976, the Central Government hereby notifies the following office of the Office of the Development Commissioner under the control of the Ministry of Micro, Small & Medium Enterprises, whose more than 80% staff have acquired working knowledge of Hindi :

MSME-DEVELOPMENT & FACILITATION OFFICE,
MATKURIA, DHANBAD-826001 (JHARKHAND)

[F. No. E-12016/01/2023-Hindi]

KAJAL JAIN, Dy. Director General

श्रम और रोजगार मंत्रालय

नई दिल्ली, 25 मई, 2026

का.आ. 1195.—औद्योगिक विवाद अधिनियम, 1947 (14/1947) की धारा 17 के पालन में, केंद्र सरकार द्वारा केंद्रीय सरकार औद्योगिक न्यायाधिकरण-कम-श्रम न्यायालय, चंडीगढ़-1, का पुरस्कार (संदर्भ सं. 73/2019) इस प्रकार प्रकाशित किया जाता है, जैसा कि परिशिष्ट में दिखाया गया है, एफसीआई के प्रबंधन और उनके मजदूरों के बीच हुए औद्योगिक विवाद में।

[फा. सं. एल-22013/01/2026-आईआर(सीएम- II)]

जयदीप यादव, उप निदेशक

MINISTRY OF LABOUR AND EMPLOYMENT

New Delhi, the 25th May, 2026

S.O. 1195.— In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (**Ref. No. 73/2019**) of **the Central Government Industrial Tribunal-cum-Labour Court, Chandigarh-1** as shown in the Annexure, in the industrial dispute between the Management of **Ms. FCI** and **their workmen**.

[F. No. L-22013/01/2026-IR (CM-II)]

JAIDEEP YADAV, Dy. Director

ANNEXURE

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

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

ID No.73/2019

Registered on – 23.09.2019

Jagtar Singh son of Jarnail Singh, resident of Village Doda, Tehsil Doda, District Sri Muktsar Sahib (Punjab).

..... Workman

Versus

1. Regional Manager, Food Corporation of India, Regional Office, Bay No.34-38, Sector 31-A, Chandigarh.
2. The Assistant Manager, Food Corporation of India, Faridkot.

.....Management

Present:- None for Workman
Sh. Anil Shukla, AR for management.

AWARD : 11.03.2026

1. Workman has filed the present claim petition under Section 2A of the Industrial Disputes Act, 1947 (hereinafter called the Act) against his termination w.e.f. 04.10.2003 claiming reinstatement into service along with full back wages.
2. The case is fixed for filing of affidavit of workman since 30.01.2025. However, no affidavit on behalf of workman has been filed till date. No one is also turning up on behalf of workman since 30.09.2025. The workman has been given sufficient opportunities to file affidavit of evidence but in spite of the opportunities afforded, the affidavit has not been filed by workman, which shows that the workman is not interested in adjudication of the matter on merit.
3. Since the workman has not filed evidence by way of affidavit to prove his case against the respondents, as such, this Tribunal is left with no choice, except to pass a 'No Claim Award'. Accordingly, 'No Claim Award' is passed in the present 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, 8 जून, 2026

का.आ. 1196.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार बीसीसीएल के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में **केन्द्रीय सरकार औद्योगिक अधिकरण - सह - श्रम न्यायालय, धनबाद-I**, के पंचाट (संदर्भ संख्या 112/2003) को प्रकाशित करती है,

[फा. सं. एल-20012/139/2003.आईआर (सीएम-I)]

जयदीप यादव, उप निदेशक

New Delhi, the 8th June, 2026

S.O. 1196.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (**Ref. No. 112/2003**) of **the Central Government Industrial Tribunal-cum-Labour Court, Dhanbad-I** as shown in the Annexure, in the industrial dispute between the Management of **BCCL**. and **their workmen**.

[F. No. L-20012/139/2003– IR (CM-I)]

JAIDEEP YADAV, Dy. Director

ANNEXURE**BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO. 1, DHANBAD**In the matter of reference U/S 10 (1) (d)& (2A) of I.D.Act. 1947.**Reference Case No. 112/2003****Parties:**

Employers in relation to the management of Kustore Area

Of M/s. BCCL, Kustore, Dhanbad

AND

Their Workman

Present : Shri Sachindra Kumar Pandey

Presiding Officer

Appearances:

For the Employers :- None.

For the workman :- None.

State : Jharkhand.

Industry:-Coal

Dated 27/05/2026

AWARD

In exercise of powers conferred under clause (d) of sub-section (1) and sub-section (2A) of Section 10 of the Industrial Disputes Act, 1947 (14 of 1947), Government Of India through the Ministry of Labour, vide its Order No.L-20012/139/2003-IR(C-I) dated 10/11/2003 has been pleased to refer the following dispute between the employer i.e. management of Kustore Area of M/s. BCCL, Dhanbad and their workman through Joint Secretary, Janta Mazdoor Sangh, Bokaro for adjudication by this Tribunal :

SCHEDULE

“क्या भारत कोर्किंग कोल लिमिटेड, कुस्तौर क्षेत्र के प्रबंधतंत्र द्वारा कर्मकार श्री मिथु मिथाईन, वेगन लोडर, ईस्ट भगतडीह कोलियरी को महिला स्वेच्छा सेवा निवृत्ति योजना का लाभ देते हुए उनके पुत्र श्री शक्ति महतो को सेवा योजन का लाभ न दिया जाना उचित एवं न्यायसंगत है? यदि नहीं तो कर्मकार अथवा उनके आश्रित पुत्र किस राहत के पात्र हैं?”

2. On receiving order no. L-20012/139/2003-IR(C-I) dated 10/11/2003 Government of India, Ministry of Labour, New Delhi for adjudication of the dispute, Reference case no. 112 of 2003 was registered on 24.11.2003 and thereafter the notices were sent to the parties with a direction to appear and submit their written statements along with relevant documents and witnesses in support of their claims.
3. After receipt of the reference on 24.11.2003, this case record was put up after a long gap on 17.09.2021 and registered notices were sent to both the parties but neither the workman nor the management appeared before this Tribunal.
4. On perusal of the entire case record it transpires that both the parties never appeared before this Tribunal since beginning which shows that both the parties have lost their interest in this case and therefore, for the ends of justice, this case deserves to be dismissed for non prosecution.
5. Hence,

ORDERED

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

SACHINDRA KUMAR PANDEY, Presiding Officer

नई दिल्ली, 8 जून, 2026

का.आ. 1197.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार बीसीसीएल के प्रबंधतंत्र के संबद्ध नियोजको और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में **केन्द्रीय सरकार औद्योगिक अधिकरण - सह - श्रम न्यायालय, धनबाद-I**, के पंचाट (संदर्भ संख्या 13/2003) को प्रकाशित करती है,

[फा. सं. एल-20012 / 191 / 2002-आई आर (सीएम-1)]

जयदीप यादव, उप निदेशक

New Delhi, the 8th June, 2026

S.O. 1197.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (**Ref. No. 13/2003**) of the **Central Government Industrial Tribunal-cum-Labour Court, Dhanbad-I** as shown in the Annexure, in the industrial dispute between the Management of BCCL. and **their workmen**.

[F. No. L-20012/191/2002-IR(CM-I)]

JAIDEEP YADAV, Dy. Director

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

In the matter of reference U/S 10 (1) (d)& (2A) of I.D.Act. 1947.

Reference Case No. 13/2003**Parties:**

Employers in relation to the management of Jealgora Colliery
Of M/s. BCCL, Jealgora, Dhanbad

AND

Their Workman

Present: Shri Sachindra Kumar Pandey

Presiding Officer

Appearances:

For the Employers :- None.

For the workman :- None.

State : Jharkhand.

Industry:-Coal

Dated 27/05/2026

AWARD

In exercise of powers conferred under clause (d) of sub-section (1) and sub –section (2A) of Section 10 of the Industrial Disputes Act, 1947 (14 of 1947), Government Of India through the Ministry of Labour, vide its Order No.L-20012/191/2002-IR(C-I) dated 24/01/2003 has been pleased to refer the following dispute between the employer i.e. management of Jealgora Colliery of M/s. BCCL, Dhanbad and their workman through Branch Secretary, Janta Mazdoor Sangh, Jharia, Dhanbad for adjudication by this Tribunal:

SCHEDULE

“क्या जनता मजदूर संघ की भारत कोकिंग कोल लिमिटेड, जिआलगोरा कोलियरी के प्रबंधन से माँग कि कर्मकार श्री कामाख्या पाण्डेय को “पंप आपरेटर” के पद पर नियमित किया जाए उचित एवं न्याय संगत है? यदि हाँ तो कर्मकार किस राहत के पात्र हैं तथा किस तारीख से?”

2. On receiving order no. L-20012/191/2002-IR(C-I) dated 24/01/2003 Government of India, Ministry of Labour, New Delhi for adjudication of the dispute, Reference case no. 13 of 2003 was registered on 05.02.2003 and thereafter the notices were sent to the parties with a direction to appear and submit their written statements along with relevant documents and witnesses in support of their claims.

3. After receipt of the reference on 05.02.2003, this case record was put up after a long gap on 17.09.2021 and registered notices were sent to both the parties but neither the workman nor the management appeared before this Tribunal.

4. On perusal of the entire case record it transpires that both the parties never appeared before this Tribunal since beginning which shows that both the parties have lost their interest in this case and therefore, for the ends of justice, this case deserves to be dismissed for non prosecution.

5. Hence,

ORDERED

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

SACHINDRA KUMAR PANDEY, Presiding Officer

नई दिल्ली, 8 जून, 2026

का.आ. 1198.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार बीसीसीएल के प्रबंधतंत्र के संबद्ध नियोजको और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में **केन्द्रीय सरकार औद्योगिक अधिकरण - सह - श्रम न्यायालय, धनबाद-I**, के पंचाट (संदर्भ संख्या 51/2003) को प्रकाशित करती है,

[फा. सं. एल-20012/271/2002-आईआर (सीएम-I)]

जयदीप यादव, उप निदेशक

New Delhi, the 8th June, 2026

S.O. 1198.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (**Ref. No. 51/2003**) of **the Central Government Industrial Tribunal-cum-Labour Court, Dhanbad-I** as shown in the Annexure, in the industrial dispute between the Management of **BCCL**. and **their workmen**.

[F. No. L-20012/271/2002– IR (CM-I)]

JAIDEEP YADAV, Dy. Director

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO.1,DHANBAD

In the matter of reference U/S 10 (1) (d)& (2A) of I.D.Act. 1947.

Reference Case No. 51/2003

Parties:

Employers in relation to the management of Katras Area

Of M/s. BCCL, Sijua, Dhanbad

AND

Their Workman

Present: Shri Sachindra Kumar Pandey

Presiding Officer

Appearances:

For the Employers :- None.

For the workman :- None.

State : Jharkhand.

Industry:-Coal

Dated 27/05/2026

AWARD

In exercise of powers conferred under clause (d) of sub-section (1) and sub –section (2A) of Section 10 of the Industrial Disputes Act, 1947 (14 of 1947), Government Of India through the Ministry of Labour, vide its Order No.L-20012/271/2002-IR(C-I) dated 23/06/2003 has been pleased to refer the following dispute between the employer i.e. management of Katras Area of M/s. BCCL, Dhanbad and their workman through Secretary, Rashtriya Mazdoor Union, Bhuli, Dhanbad for adjudication by this Tribunal:

SCHEDULE

“Whether the demand of Rashtriya Mazdoor Union from the Management of BCCL, Katras Area to allow Sri Gopal Bhuiya to join duty w.e.f. 5.5.98 is proper and justified. If so, to what relief is the concerned workman entitled?”

2. On receiving order no. L-20012/271/2002-IR(C-I) dated 23/06/2003 Government of India, Ministry of Labour, New Delhi for adjudication of the dispute, Reference case no. 51 of 2003 was registered on 22.07.2003 and thereafter the notices were sent to the parties with a direction to appear and submit their written statements along with relevant documents and witnesses in support of their claims.

3. After receipt of the reference on 22.07.2003, this case record was put up after a long gap on 17.09.2021 and registered notices were sent to both the parties but neither the workman nor the management appeared before this Tribunal. Thereafter on 27.06.2025, Md. Faisal, Assistant Manager (L) on behalf of the management appeared and after that he failed to appear.

4. On perusal of the entire case record it transpires that workman/union never appeared before this Tribunal since beginning which shows that he has lost his interest in this case and therefore, for the ends of justice, this case deserves to be dismissed for non prosecution.

5. Hence,

ORDERED

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

SACHINDRA KUMAR PANDEY, Presiding Officer

नई दिल्ली, 8 जून, 2026

का.आ. 1199.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार बीसीसीएल के प्रबंधतंत्र के संबद्ध नियोजको और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में **केन्द्रीय सरकार औद्योगिक अधिकरण - सह - श्रम न्यायालय, धनबाद-I**, के पंचाट (संदर्भ संख्या 08/2024) को प्रकाशित करती है,

[फा. सं. एल-20013/01/2026-आईआर (सीएम-I)]

जयदीप यादव, उप निदेशक

New Delhi, the 8th June, 2026

S.O. 1199.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (**Ref. No. 08/2024**) of **the Central Government Industrial Tribunal-cum-Labour Court, Dhanbad-I** as shown in the Annexure, in the industrial dispute between the Management of **BCCL**. and **their workmen**.

[F. No. L-20013/01/2026-IR (CM-I)]

JAIDEEP YADAV, Dy. Director

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

In the matter of reference U/S 10 (1) (d)& (2A) of I.D.Act. 1947.

Reference Case No. 08/2024

Parties:

Employers in relation to the management of Lodna Area

Of M/s. BCCL, Dhanbad

AND

Their Workman

Present: Shri Sachindra Kumar Pandey

Presiding Officer

Appearances:

For the Employers :- Sri Devbrat Tiwari, Ld. Advocate

For the workman :- Sri S.S. Dey, Representative

State : Jharkhand.

Industry:-Coal

Dated 27/05/2026

AWARD

In exercise of powers conferred under clause (d) of sub-section (1) and sub –section (2A) of Section 10 of the Industrial Disputes Act, 1947 (14 of 1947), Government Of India through the Ministry of Labour, vide its Order No. 1/(17)/2024.A.7 dated 19/03/2024 has been pleased to refer the following dispute between the employer i.e. management of Lodna Area of M/s. BCCL, Dhanbad and their workman through Secretary, Koyala Ispat Mazdoor Panchayat, Jharia, Dhanbad for adjudication by this Tribunal:

SCHEDULE

“Whether action of the management of Jeenagora Colliery of Lodna Area of M/s BCCL in not regularizing on the post of Attendance Clerk to Sri Binod Kumar Paswan working on that post since 16.10.2014 is fair and justified? Whether his services should be regularized on the said post?”

2. On receiving order no. 1/(17)/2024.A.7 dated 19/03/2024 Government of India, Ministry of Labour, New Delhi for adjudication of the dispute, Reference case no. 08 of 2024 was registered on 19.03.2024 and thereafter the notices were sent to the parties with a direction to appear and submit their written statements along with relevant documents and witnesses in support of their claims.
3. After receipt of the reference on 19.03.2024 registered notices were sent to both the parties but workman/union did not appear before this Tribunal. However Devbrat Tiwari, Ld. Advocate on behalf of the management appeared. Though on 19.11.2025, Sri S.S. Dey, Representative on behalf of the workman appeared and submitted that concerned workman Sri Binod Kumar Paswan has already been retired from service and he is not interested to contest the case so prayed to close the case.
4. On perusal of the entire case record it transpires that workman/union never appeared before this Tribunal since beginning which shows that he has lost his interest in this case and therefore, for the ends of justice, this case deserves to be dismissed for non prosecution.
5. Hence,

ORDERED

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

SACHINDRA KUMAR PANDEY, Presiding Officer

नई दिल्ली, 8 जून, 2026

का.आ. 1200.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार सीसीएल के प्रबंधन के संबंध नियोजको और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण - सह - श्रम न्यायालय, धनबाद-I, के पंचाट (संदर्भ संख्या 61/2003) को प्रकाशित करती है,

[फा. सं. एल-20012/15/2003-आईआर (सीएम-1)]

जयदीप यादव, उप निदेशक

New Delhi, the 8th June, 2026

S.O. 1200.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (**Ref. No. 61/2003**) of **the Central Government Industrial Tribunal-cum-Labour Court, Dhanbad-I** as shown in the Annexure, in the industrial dispute between the Management of **CCL**. and **their workmen**.

[F. No. L-20012/15/2003– IR (CM-I)]

JAIDEEP YADAV, Dy. Director

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO.1,DHANBAD

In the matter of reference U/S 10 (1) (d)& (2A) of I.D.Act. 1947.

Reference Case No. 61/2003

Parties:

Employer in relation to the management of Sirka Colliery
of M/s. CCL, Argada, Hazaribagh

AND

Their Workman

Present: Shri Sachindra Kumar Pandey

Presiding Officer

Appearances:

For the Employers :- Sri D.K. Verma, Ld. Advocate.

For the workman :- None.

State : Jharkhand.

Industry:-Coal

Dated 27/05/2026

AWARD

In exercise of powers conferred under clause (d) of sub-section (1) and sub –section (2A) of Section 10 of the Industrial Disputes Act, 1947 (14 of 1947), Government Of India through the Ministry of Labour, vide its Order No.L-20012/15/2003-IR(C-I) dated 08/07/2003 has been pleased to refer the following dispute between the employer i.e. management of Sirka Colliery of M/s. CCL, Argada, Hazaribagh and their workman through Regional Secretary, Coalfield Mazdoor Union, Argada, Hazaribagh for adjudication by this Tribunal:

SCHEDULE

“Whether the demand of the Coalfields Mazdoor Union to provide employment to Sri Balindra Kumar, son-in-law of late Bhola Gope, workman Sirka Colliery of M/s Central Coalfields Limited is proper and justified? If so, to what relief is the said dependent entitled?”

2. On receiving order no. L-20012/15/2003-IR(C-I) dated 08/07/2003 Government of India, Ministry of Labour, New Delhi for adjudication of the dispute, Reference case no. 61 of 2003 was registered on 22.07.2003 and thereafter the notices were sent to the parties with a direction to appear and submit their written statements along with relevant documents and witnesses in support of their claims.

3. After service of notice, both parties appeared previously and filed their authorities, W/S and subsequently rejoinder. It further appears that after 2006 this case was put after a long gap on 16.08.2021 and regd. notices were sent to both the parties but workman/union failed to appear before this Tribunal.

However Sri D.K. Verma, Ld. Advocate on behalf of the management appeared. Though on 28.11.2025 Sri D.K. Verma, Ld. Advocate on behalf of the management appeared and submitted that the workman has not appeared since long so case may be closed.

4. It transpires from the case record that workman/union failed to appear before the Tribunal since the year 2021 which shows that workman/union has lost his interest in this case and therefore, this Tribunal is of the opinion that the case deserves to be dismissed due to non prosecution.

5. Hence,

ORDERED

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

SACHINDRA KUMAR PANDEY, Presiding Officer

नई दिल्ली, 8 जून, 2026

का.आ. 1201.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार सीसीएल के प्रबंधन के संबद्ध नियोजको और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण - सह - श्रम न्यायालय, धनबाद-I, के पंचाट (संदर्भ संख्या 63/2003) को प्रकाशित करती है,

[फा. सं. एल-20012/51/2003-आईआर (सीएम-I)]

जयदीप यादव, उप निदेशक

New Delhi, the 8th June, 2026

S.O. 1201.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (**Ref. No. 63/2003**) of **the Central Government Industrial Tribunal-cum-Labour Court, Dhanbad-I** as shown in the Annexure, in the industrial dispute between the Management of CCL. and **their workmen**.

[F. No. L-20012/51/2003– IR (CM-I)]

JAIDEEP YADAV, Dy. Director

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO.1,DHANBAD

In the matter of reference U/S 10 (1) (d)& (2A) of I.D.Act. 1947.

Reference Case No. 63/2003

Parties:

Employer in relation to the management of Jarangdih Colliery
of M/s. CCL, Jarangdih, Bokaro

AND

Their Workman

Present: Shri Sachindra Kumar Pandey

Presiding Officer

Appearances:

For the Employers :- Sri D.K. Verma, Ld. Advocate.

For the workman :- None.

State : Jharkhand.

Industry:-Coal

Dated 27/05/2026

AWARD

In exercise of powers conferred under clause (d) of sub-section (1) and sub-section (2A) of Section 10 of the Industrial Disputes Act, 1947 (14 of 1947), Government Of India through the Ministry of Labour, vide its Order No.L-20012/51/2003-IR(C-I) dated 08/07/2003 has been pleased to refer the following dispute between the employer i.e. management of Jarangdih Colliery of M/s. CCL, Bokaro and their workman through Chairman, NCOEA (CITU), Jarangdih, Bokaro for adjudication by this Tribunal:

SCHEDULE

“Whether the action of the management of C.C.Ltd in denying employment under para 9.3.2. to Sri Dineshwar Mandal son of late Sanu Mandal ex employee of Jarangdih Colliery is justified? If not, to what relief is the said dependant of the workman entitled?”

2. On receiving order no. L-20012/51/2003-IR(C-I) dated 08/07/2003 Government of India, Ministry of Labour, New Delhi for adjudication of the dispute, Reference case no. 63 of 2003 was registered on 22.07.2003 and thereafter the notices were sent to the parties with a direction to appear and submit their written statements along with relevant documents and witnesses in support of their claims.

3. After service of notice, both parties appeared previously and filed their authorities, W/S and subsequently rejoinder. It further appears that after 2006 this case was put after a long gap on 16.08.2021 and regd. notices were sent to both the parties but workman/union failed to appear before this Tribunal. However Sri D.K. Verma, Ld. Advocate on behalf of the management appeared. Though on 28.11.2025 Sri D.K. Verma, Ld. Advocate on behalf of the management appeared and submitted that the workman has not appeared since long so case may be closed.

4. It transpires from the case record that workman/union failed to appear before the Tribunal since the year 2021 which shows that workman/union has lost his interest in this case and therefore, this Tribunal is of the opinion that the case deserves to be dismissed due to non prosecution.

5. Hence,

ORDERED

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

SACHINDRA KUMAR PANDEY, Presiding Officer

नई दिल्ली, 8 जून, 2026

का.आ. 1202.— औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार टाटा स्टील लिमिटेड के प्रबंधन के संबद्ध नियोजको और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण - सह - श्रम न्यायालय, धनबाद-I, के पंचाट (संदर्भ संख्या 07/2007) को प्रकाशित करती है,

[फा. सं. एल-20012/101/2006-आईआर (सीएम-1)]

जयदीप यादव, उप निदेशक

New Delhi, the 8th June, 2026

S.O. 1202.— In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 07/2007) of the Central Government Industrial Tribunal-cum-Labour Court, Dhanbad-I as shown in the Annexure, in the industrial dispute between the Management of Tata Steel Ltd, and their workmen.

[F. No. L-20012/101/2006- IR (CM-I)]

JAIDEEP YADAV, Dy. Director

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

In the matter of reference U/S 10 (1) (d)& (2A) of I.D.Act. 1947.

Reference Case No. 07/2007**Parties:**

Employers in relation to the management of Sijua Group of Collieries,

M/s. Tata Steel Ltd., Jamadoba, Dhanbad

AND

Their Workmen

Present: **Shri Sachindra Kumar Pandey**

Presiding Officer

Appearances:

For the Employers :-Sri D.K. Verma, Ld. Advocate

For the workmen :-Sri S.N. Goswami, Ld. Advocate

State : Jharkhand.

Industry:-Coal

Dated 27/05/2026

AWARD

In exercise of powers conferred under clause (d) of sub-section (1) and sub –section (2A) of Section 10 of the Industrial Disputes Act, 1947 (14 of 1947) Government Of India through the Ministry of Labour, vide its Order No.L-20012/101/2006-IR(CM-I) dated 02/04.02.2007 has been pleased to refer the following dispute between the employer i.e. management of Sijua Group of Collieries, M/s Tata Steel Ltd., Jamadoba, Dhanbad and their workman namely Sri KalicharanMahto for adjudication by this Tribunal:

SCHEDULE

“Whether the action of the management of Sijua Colliery of M/s Tata Steel Ltd., in dismissing Shri Kali CharanMahato from service w.e.f. 11.7.2002 justified & legal? If not, to what relief the concerned workman is entitled?”

2. The case of the workman as per the written statement filed on their behalf is that the workman Sri Kali CharanMahato, Ex-Scraper Khalasi of Sijua Colliery of M/s. Tata Steel Limited having his personnel No. 215550 was a permanent employee of the company and was performing his duties since 01.04.1983 with a glorious service record. He was on leave from 01.06.1999 to 05.06.1999. He was granted leave from the concerned authority and he was to report duty on 07.06.1999 but he could not report for duty on the stipulated date as he was badly engaged in his domestic work and he had given information of the same to the management on 08.06.1999. The villagers of the petitioner illegally instituted a false case against him and as a matter of fact the petitioner was in Dhanbad Jail Custody. He also informed the Manager of Sijua Ropeway Divisions under M/s. TISCO Ltd. through the Superintendent of Dhanbad Jail on 21.08.1999 vide Ref. No. 2013 that was issued by the company on 24.08.1999 and thus the management had every knowledge that the petitioner was in Dhanbad Jail Custody but despite that the company illegally conducted Domestic Enquiry Proceeding against him without following the provisions of I.D. Act, 1947 in absence of the concerned workman. The copy of the enquiry report was not supplied to him before the order of punishment. The concerned workman was released on bail on 25.02.2003 and thereafter he went to the office for reporting his duty on 27.03.2003 but the management did not accept his joining rather handed over dismissal letter. The dismissal order was issued by an incompetent authority who is neither the Appointing Authority nor Disciplinary Authority of the said company. Apart from the dismissal letter neither any charge sheet nor any notice for conducting Domestic Enquiry against the delinquent workman has ever received by him. The entire domestic enquiry was conducted illegally and he was forcibly

dismissed. The dismissal order is illegal, arbitrary and unjustified and the workman is entitled to reinstatement with full back wages from the date of dismissal i.e. 11.08.2002.

3. On the other hand the case of the management as per the written statement filed on 17.03.2010 is that the present reference is not maintainable. The concerned workman was dismissed from the services of the company w.e.f. 11.07.2002 for proved misconduct and after lapse of about 4 years the concerned workman raised the present industrial dispute without showing any reason for delay. The written statement of the workman has not been submitted within the period of 15 days as stipulated by the Ministry. He started absenting himself from his duty w.e.f. 07.06.1999 without permission and without satisfactory cause for more than 10 days which is misconduct according to the Certified Standing Order No. 19(16) of the company and therefore the management issued charge sheet to the concerned workman vide charge sheet dated 25.03.2002 and sent it to his home address through registered post but he did not submit any explanation to the charge sheet and therefore it was decided to conduct a domestic enquiry into the charges leveled against him. In spite of several notices of enquiry the workman did not bother to appear in the enquiry so the Enquiry Officer had no other alternative but to proceed with the enquiry ex-parte. The domestic enquiry was conducted by the Enquiry Officer in accordance with the principle of natural justice. Before conducting the same three notices were issued to the workman at his home address through registered post. The Enquiry Officer submitted report after holding proper domestic enquiry and finding the charges proved against the workman and thereafter the management issued 2nd show cause notice to the workman and supplied the copy of enquiry report but he did not submit any representation to the same and therefore considering the gravity of the charges duly proved during the enquiry the management dismissed the workman concerned from the services of the company w.e.f. 11.07.2002. The dismissal of the workman is legal and justified and it was stated to decide the fairness of domestic enquiry in a preliminary hearing and if it is held that the enquiry is not fair and proper the management be allowed to adduce evidence afresh to prove the charges. In rejoinder all the grounds and stands taken by the workman has been denied by the management except those that are matter of record and lastly it was prayed to hold the action of the management as legal and justified and that the workman is not entitled to any relief.

4. A separate rejoinder has also been filed on behalf of the workman on 25.03.2019 to the W/S of the management denying all the stands taken by the management and repeating to pass award in favour of the workman.

5. On the basis of the claims/pleadings of both the parties the following issue is framed:

“Whether the action of the management of Sijua Colliery of M/s Tata Steel Ltd., in dismissing Shri Kali Charan Mahato from service w.e.f. 11.07.2002 justified & legal ? If not, to what relief the concerned workman is entitled?”

6. On perusal of the case record it transpires that No Dispute Award was passed in the instant case by this Tribunal on 13.02.2014 but subsequently the same was challenged before the Hon’ble Jharkhand High Court by the workman concerned in W.P.(L) No. 4277 of 2015 and the Hon’ble Court vide order dated 08.10.2018 was pleased to set aside the No Dispute Award passed by this Tribunal and remanded the matter for continuing the said reference case from the stage prior to passing of the award and pass appropriate order. It is also relevant to mention here that the concerned workman died during pendency of this case and so his legal heir was substituted in his place.

7. It transpires from the case record that the enquiry proceeding conducted by the Enquiry Officer was held as not fair and proper vide this Tribunal order dated 12.10.2020 and thereafter in support of his case the management has examined MW-1 Md. Akhtar Ansari.

8. In support of his case the management has submitted the following documentary evidence:

Exhibit M-1 - Copy of Charge Sheet dated 22/25.03.2002

Exhibit M-2 – Appointment of Enquiry Officer dated 11.04.2002

Exhibit M-3 – Notice of Enquiry

Exhibit M-4 – Enquiry Proceeding including exhibits

Exhibit M-5 – Enquiry Report

Exhibit M-6 – Second Show Cause Notice

Exhibit M-7 – Dismissal Letter

Exhibit M-8 – Copy of Certified Standing Orders

9. On the other hand the workman has adduced the following documentary evidence on preliminary point:

Exhibit W-1 – Information petition dated 08.06.1999 through U.P.C

Exhibit W-2 – Information petition vide memo no. 2013 dated 21.08.1999

Exhibit W-3 – Information petition dated 26.03.2003

Exhibit W-4 – Letter of General Manager Jharia for recalling of the order of dismissal dated 02.06.2003

Exhibit W-5 – Letter dated 26.10.2003 to the Chief General Manager

Exhibit W-6 – Letter to the workman by head of department

Exhibit W-7 – Letter to Secretary, RCMS dated 05.09.2003

Exhibit W-8 – Minutes of the meeting dated 09/15.01.2004

Exhibit W-8/1 – Minutes of the meeting dated 16.17.03.2004

Exhibit W-8/2 – Minutes of the meeting dated 08/13.09.2004

Exhibit W-9 – Order Sheet dated 03.08.2010 of ST Case No. 346/99

Exhibit W-10 – Letter to the workman dated 15.10.2003 by a Jail Superintendent, Dhanbad

Exhibit W-11 – Letter dated 12.12.2014 written by the Jail Superintendent Central Jail, Hazaribag to the workman

10. Heard both sides and perused the materials on record.

11. The Ld. Counsel on behalf of the management has submitted that the concerned workman absented himself from duty w.e.f. 07.06.1999 without permission and without satisfactory cause for more than 10 days which is misconduct as per the Certified Standing Order of the Company and therefore the management issued a charge sheet to the workman on 25.03.2002 and sent to his home address through a registered post but when he did not submit any explanation of the same, domestic enquiry was decided to be conducted against the workman and thereafter several notices of the enquiry were sent at the home address of the workman but when he did not appear, the management finding no alternative, conducted ex-parte enquiry against him and conducted the same as per the principle of natural justice and thereafter the enquiry report with the second show cause notice was sent to the workman at his home address but no representation was submitted by the workman and ultimately considering the gravity of the charges duly proved, the management dismissed the workman from the services of the company w.e.f. 11.07.2002. The workman has absented from duty for a long period without any information and permission of the management and therefore his dismissal is quite justified and legal.

12. On the other hand the Ld. Counsel on behalf of the workman has submitted that by taking leave from the management the workman had gone to his village but due to bad luck he was engaged in domestic problem and a false case was instituted against him in which he went in Dhanbad Jail Custody and information of the same was given to the management through the Jail Superintendent of Dhanbad but even after that the same was not considered by the management and charge sheet was issued against him wrongly and after holding domestic enquiry his services were terminated without his knowledge ex-parte. After being released on bail he reported to the office of the company for joining his duty but he was not allowed and a dismissal letter was handed over to him. His dismissal is quite unjustified and against the principle of natural justice and prayed to set aside the same and reinstate the workman with full back wages.

13. On perusal of the documentary evidence of the workman it is evident that **Exhibit W-1** is the information dated 08.06.1999 given by the workman Kali CharanMahato to the management Tata Sijua Colliery and by this the applicant has informed that from 07.06.1999 he could not appear to do his duty because of illness and has prayed for acceptance of the application. It further transpires that this application has been sent through post under posting certificate. **Exhibit W-2** is another application dated 21.08.1999 that has been sent by the applicant Kali CharanMahato through Memo No. 2013 dated 21.08.1999 when he

was in judicial custody in Dhanbad Jail through the Superintendent of Jail Dhanbad to the Project Officer and the Iron and Steel Company Sijua informing that in a complaint case he was detained in Dhanbad Jail since 25.06.1999 and his bail could not be granted. **Exhibit W-3** is application dated 26.03.2003 given to the General Manager, Jamadoba through the Head, Sijua by the applicant Kali Charan Mahato and through this application he has informed that he was in Jail Custody since 25.06.1999 and he has already informed regarding the same vide his application dated 21.08.1999 and now he has been released from Jail from 26.02.2003 and so he has requested to pass an order to allow him to join duty. **Exhibit W-4** is application dated 02.06.2003 that has been filed by the applicant Kali Charan Mahato in the Office of General Manager Jharia TISCO Collieries, Jamadoba, Dhanbad to recall the order of dismissal vide letter dated 03.10.2002 and 02.09.2002 due to the stay of the conviction in Sessions Trial No. 346/99 and he has been enlarged on bail on 21.02.2003 because the allegation is never treated as misconduct in employment under the provision of CSO of TISCO Colliery inter-alia. **Exhibit W-5** is application dated 26.10.2003 given by one Jaleswar Mahato, Minister of Jharkhand Government to the Chief General Manager, TISCO Colliery, Jamadoba, Dhanbad by which the applicant has been recommended for further giving an opportunity in view of the bail granted by the Court. **Exhibit W-6** is the letter dated 02.09.2002 written by the Head of Department to the applicant Kali Charan Mahato by which he has been informed that consequent upon his dismissal a gratuity is payable to him and he has been advised to collect the same and a copy of the same has also been sent to Sr. D.M. (H.R.), Jamadoba. **Exhibit W-7** is the letter dated 05.09.2003 written by Secretary, Group Grievance Committee, Sijua Group to Sri G.R. Khan, Secretary, RCMS, Sijua and Sri C.S. Yadav, Secretary, RCMS Bhelatand by which it has been informed that they have received the grievance of Kali Charan Mahato and the next Group Grievance Committee shall be held in the 1st week of the month which shall be intimated to him separately regarding the grievance that Sri Kali Charan Mahato has been dismissed under long absence and requested for his re-employment in the steel company. **Exhibit W-8** is the Minutes of the Group Joint Grievance Committee Meeting dated 29.12.2003 in which the grievance of Lilu Mahato, Gariban Das and present applicant Kali Charan Mahato was discussed regarding ex-parte enquiry conducted against him due to the absence for more than 10 days in which he was found guilty and dismissed from the company services since 11.02.2002 and he did not attend the duty as he was in jail custody and it was decided to find out whether he has given information to the colliery regarding his inability to attend his duty as he was in jail custody. **Exhibit W-8/1** is Minutes of the Group Joint Grievance Committee Meeting dated 16.03.2004 by which it was decided to again enquire into the matter of Kali Charan Mahato critically. **Exhibit W-8/2** is Minutes of the Group Joint Grievance Committee Meeting dated 18/13.09.2004 by which it was discussed that the charge sheet does not contain anything regarding the judicial custody and therefore it has no merit. **Exhibit W-9** is the order sheet dated 03.08.2010 of ST Case No. 346/99 by which the applicant Kali Charan Mahato has surrendered before the Court in pursuance of the order of the Hon'ble Supreme Court and he was remanded to the Jail Custody. **Exhibit W-10** is letter dated 15.10.2003 sent by the Jail Superintendent, Dhanbad to the applicant Kali Charan Mahato by which it has been certified that Kali Charan Mahato was detained in Jail Custody from 25.06.1999 in Putki P.S. Case No. 66/1999 and on 13.06.2001 he was sentenced to R.I. for 10 years and on 20.10.2002 he was transferred to Hazaribag Central Jail. **Exhibit W-11** is letter dated 12.12.2014 sent to the applicant Kali Charan Mahato by the Superintendent Central Jail, Hazaribagh under RTI Act, 2005 regarding payment of his earned wages during the Jail Custody.

14. On the other hand the management has examined MW-1 Md. Akhtar Ansari who has deposed that he was working as In-charge time keeper at Sijua Colliery and the applicant Sri Kali Charan Mahato was also employee of the same. He was granted leave from 01.06.1999 to 05.06.1999 but he has not reported for duty after the expiry of leave granted to him and he started absents from 07.06.1999. He had not applied for extension of leave and the management issued charge sheet for unauthorized absence and appointed Sri A.K. Thakur as Enquiry Officer who conducted the domestic enquiry in which the then In-charge time keeper Sri S.P. Roy adduced evidence before the Enquiry Officer and produced the abstract of attendance register which has been marked as Exhibit M-4 series during the enquiry. In the cross-examination he has admitted that this abstract of the attendance was not prepared in his presence and he has no knowledge whether the management has been given information regarding the judicial custody of the workman Kali Charan Mahato.

15. Now as regards the documentary evidence **Exhibit M-1** is the copy of charge sheet dated 22/25.03.2002 and on its perusal it is clear that it has been issued under the signature of the Manager Sijua Colliery in the name of Sri Kali Charan Mahato by which he has been informed that he was granted leave

from 01.06.1999 to 05.06.1999 but he has not reported for duty after the expiry of the leave and started absents from 07.06.1999 and the above act on his part amounts to unauthorised absence for more than 10 days and he has been given 72 hours from the date of receipt to give his explanation and any representation given by him in this connection will be taken into consideration before passing orders. **Exhibit M-2** is the appointment of Enquiry Officer Sri A.K. Thakur and he has been informed to appear for the enquiry at the scheduled date, time and place with all witnesses and documents and the applicant Kali CharanMahato has been informed regarding this and he has also been directed for the same. **Exhibit M-3 and M-3/1** are the notices of enquiry sent to the applicant Kali CharanMahato at his village address for his appearance. **Exhibit M-4 Series** is the enquiry proceeding and on its perusal it transpires that the enquiry proceeding was held ex-parte due to the absence of the applicant Kali CharanMahato and the statement of S.P. Roy was recorded on behalf of the management on 21.05.2002. **Exhibit M-5** is the enquiry report dated 18.06.2002 and on its perusal it is clear that the applicant Kali CharanMahato, the charge sheeted workman did not turn up at the enquiry and Sri S.P. Roy appeared on behalf of the management and substantiated the charge levelled against Kali CharanMahato by his statement. The enquiry was conducted ex-parte due to the absence of Kali CharanMahato and considering all the things the charges levelled against Kali CharanMahato were found established beyond reasonable doubt. **Exhibit M-6** is the second show cause notice issued in the name of Kali CharanMahato dated 25/29.6.2002 by which he was also supplied a copy of the enquiry report for making representation as he has been found guilty by the enquiry of the charges mentioned in the charge sheet and if the representation is not received within 48 hours of the receipt of the letter it will be presumed that he has nothing to say in this matter. **Exhibit M-7** is the dismissal letter issued in the name of Sri Kali CharanMahato dated 09/10.7.2002 by the Chief and Agent, Sijua Group by which he has been informed that they have not received any representation from him in response and therefore it was construed that he has nothing to say in this matter and after gone through the charge sheet dated 22/25.03.2002 and evidence on record and the enquiry report, they were convinced that he was guilty of the charge of long absence under clause 19(16) under Company's Standing Order and he was dismissed from the company service w.e.f. 11.07.2002. He was advised to call at the office and collect the dues etc.

16. On perusal of the documentary evidence of the workman as well as the management and juxtaposing the same side by side one thing is fully established that the applicant Kali CharanMahato was granted leave from 01.06.1999 to 05.06.1999 and he started absents thereafter but **Exhibit W-1** which is available on the record shows that the workman had given the information vide his application dated 08.06.1999 to the management that he could not join duty due to his illness and he was under treatment and this information was sent through the post office under posting certificate which is also evident from the black stamp of the post office and thereafter **Exhibit W-2** further shows that the applicant Kali CharanMahato was detained in judicial custody in Dhanbad Jail and through the Jail Superintendent Dhanbad he gave information vide memo no. 2013 dated 21.08.1999 to the management that under the complaint case he was detained in Dhanbad Jail since 25.06.1999 which was received by the management on 24.08.99 and this application also bears the stamp and signature of the Jail Superintendent of Dhanbad which further adds the genuineness of the story of the applicant and **Exhibit W-3** is another application dated 26.03.2003 that was given by the applicant Kali Charan Mahato to the management to allow him to join duty and by this application he has also informed that he was in Jail Custody from 25.06.1999 of which he has given information to the management vide his application dated 21.08.1999 and he was released from Jail on 26.02.2003 and thereafter he went to the management for joining his duty but at the same time on perusal of **Exhibit M-1** which is copy of Charge sheet dated 22/25.03.2002 issued by the Manager Sijua Colliery in the name of Sri Kali CharanMahato it transpires that this charge sheet has been issued against him with the contents that he was granted leave from 01.06.1999 to 05.06.1999 but he has not reported for duty thereafter and was absents himself from 07.06.1999 which amounts to unauthorized absence for more than 10 days and therefore an explanation was called for within 72 hours from the date of receipt and it was also mentioned that any representation that he may make in this connection will be taken into consideration before passing the order but it is very surprising that the dismissal order does not contain anything regarding Exhibit W-1 and Exhibit W-2. Not only this, this is more surprising that despite the information received to the management vide Exhibit W-2 on 24.08.1999 as is evident on the foot of this exhibit that the workman was in judicial custody, the management issued charge sheet against Kali Charan Mahato on 22/25.03.2002 when he was in judicial custody and thereafter he appointed the Enquiry Officer who conducted the enquiry ex-parte against Kali Charan Mahato who could not appear as he was already in judicial custody under the knowledge of the management itself and an enquiry was completed ex-parte and ultimately he was dismissed.

17. Thus considering all the above facts and circumstances and materials available on the case record this Tribunal comes to the conclusion that issuing charge sheet, holding ex-parte domestic enquiry against the workman and passing a dismissal order against him while he was already in judicial custody under the information and knowledge of the management, is out and out illegal and against the principles of natural justice which cannot sustain in the eyes of law and accordingly the dismissal order date 09/10.07.2002 is hereby set aside and it is held that the action of the management of Sijua Colliery of M/s Tata Steel Ltd. in dismissing Sri Kali Charan Mahato from service w.e.f. 11.07.2002 is neither justified nor legal and so the workman is accordingly entitled to reinstatement with full back wages and all other consequential benefits from the date of his dismissal but as the concerned workman has already died during pendency of this case, the management is directed to make payment of entire arrears of full back wages including consequential benefits and retiral benefits upto the date of retirement or death whichever is earlier, to the legal heir of the concerned workman namely Kali Charan Mahto 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 be sent to the Ministry of Labour & Employment, Government of India, New Delhi for information and notification.

SACHINDRA KUMAR PANDEY, Presiding Officer

नई दिल्ली, 9 जून, 2026

का.आ. 1203.—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-84/2018) को प्रकाशित करती है,

[फा. सं. एल-20012 / 164 / 2018-आईआर (सीएम-II)]

जयदीप यादव, उप निदेशक

New Delhi, the 9th June, 2026

S.O. 1203.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (**Reference.LC/R/84/2018**) 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,

[F. No. L-20012/164/2018– IR (CM-II)]

JAIDEEP YADAV, Dy. Director

ANNEXURE

THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL, JABALPUR

CGIT/LC/R/84/2018

Present: P. K. Srivastava H.J.S..(Retd)

Mohd. Jamil,

EPGH, Gr. E, Chirimiri OCP, SECL,

Represented by, General Secretary,

Rashtriya Colliery Workers Federation,

Federation Office, CHIRIMIRI,

Distt- Korea (C.G.)

Workman.

Versues

General Manager,
S.E.C.L., Chirimiri Area,
P.O. West Chirimiri,
Distt-Korea, (C.G.)

Management

.....(Leading Case...)

With. CGIT/LC/R/84(A)/2018

J.P. Verma,
Chief Pharmacist, SECL,
Chirimiri, Represented by. General Secretary,
Rashtriya Colliery Workers Federation,
Federation Office, CHIRIMIRI, Distt-Korea (C.G.)

Workman

Versues

General Manager,
S.E.C.L., Chirimiri Area,
P.O. West Chirimiri,
Distt-Korea, (C.G.)

Management

CGIT/LC/R/84(B)/2018

Jani Ram,
Cat. III Mazdoor, SECL,
Chirimiri U/G, Represented by,
General Secretary.
Rashtriya Colliery Workers Federation,
Federation Office, CHIRIMIRI, Distt-Korea (C.G.)

Workman

Versues

General Manager,
S.E.C.L., Chirimiri Area,
P.O. West Chirimiri,
Distt-Korea, (C.G.)

Management

CGIT/LC/R/84(C)/2018

Chandrika Prasad Chandra,
Cat- I, Mazdoor, SECL,
Bagdeva Sub Area of Korba Area,

Represented by, General Secretary,
Rashtriya Colliery Workers Federation,
Federation Office, CHIRIMIRI,
Distt- Korea (C.G.)

Workman

Versues

General Manager,
S.E.C.L., Chirimiri Area,
P.O. West Chirimiri,
Distt-Korea, (C.G.)

Management

CGIT/LC/R/84(D)/2018

Employees of SECL,
Represented by, General Secretary,
Rashtriya Colliery Workers Federation,
Federation Office, CHIRIMIRI,
Distt-Korea (C.G.)

Workman

Versues

Chairman-cum-Managing Director,
South Eastern Coalfields Ltd.,
Seepat Road, Bilaspur (C.G.)

Management

JUDGMENT

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

The Government of India Ministry of Labour and Employment has made a composite reference by way of clubbing five Industrial Disputes of different nature, totally unrelated to each other and related to the different employees, by way of its notification No. L-22012/164/2018-IR(CM-II) dated 09.11.2018 which is as follows :-

"(1) Whether, the action on the part of management of OCP, Chirmiri in not regularising and not paying proper monetary benefits to Shri Mohd. Jamil in Clerk Grade-II in Chirmiri OCP at present working as Petrol Oil Lubricant Issuer is appropriate and justified? If not, what relief Shri Mohd. Jamil is entitled to?

(ii) Whether the action on the part of the management of Chirmiri in not fixing proper wages in respect of Shri J.P Verma, Chief Pharmacist and not maintaining uniformity as per cadre scheme and not giving notional seniority with back wages as per the instruction of SECL Head Quarter, Bilaspur and subsequently became junior to other pharmacists is appropriate and justified? If not, what relief Shri J.P.Verma is entitled to?

(iii) Whether it is appropriate on the part of management of SECL, Chirmiri Area to terminate the service of Shri Jani Ram, Cat-III Mazdoor of Chirmiri Underground Area on absenteeism ground for a

period of 03 to 05 months is appropriate and justified? If not, what relief Shri Jani Ram is entitled to?

(iv) Whether the action on the part of management of SECL, Bagdeva Sub Area under Korba Area of SECL in Terminating the service of Shri Chandrika Prasad Chandra, Cat-I Mazdoor on 28-02-2005 on the ground of poor attendance of 140 days in the year 2002, 135 days for the year 2003 and 22 days in the year 2004 and the enquiry conducted by the enquiry officer as ex-parte is appropriate and justified? If not, what relief Shri Chandrika Prasad Chandra is entitled to?"

(v) Whether the dispute raised is falling under the policy matter of Coal India as a whole as espoused by the union comes under Industrial Dispute? If yes, whether the action on the part of management of SECL Head Quarter, Bilaspur, a constituent of Coal India in not paying profit sharing bonus to its employees and instead paying PLRS since the formation of the SECL Company is appropriate and justified? If not, what relief all the working workmen are entitled to?"

A case R/84/2018 was registered on the basis of this composite reference. Later on, since all the disputes were different in nature relating to different employees, there was no commonality between them and evidences with respect to each of the dispute was also different, they were separated vide detailed order of this Tribunal dated 20.01.2026 and separate cases were registered on the basis of each dispute which are being mentioned as follows :-

In case No. R/84/2018-

As per letter dated 19/11/2018 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-22012/164/2018 (IR(CM-II)) dt. 19/11/2018. The dispute under reference relates to:

"(i) Whether the action on the part of management of OCP, Chirimiri in not regularizing and not paying proper monetary benefit to Shri Mohd. Jamil in clerk Grade-II in Chirimiri OCP at present working as Petrol Oil Lubricant Issuer is appropriate and justified? If not, what relief Shri Mohd. Jamil is entitled to ?"

In case No. R/84(A)/2018 –

As per letter dated 19/11/2018 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-22012/164/2018 (IR(CM-II)) dt. 19/11/2018. The dispute under reference relates to:

"(ii) Whether the action on the part of management of Chirimiri in not fixing proper wages in respect of Shri J.P.Verma, Chief Pharmacist and not maintaining uniformity as per cadre scheme and not giving notional seniority with back wages as per the instruction of SECL Head Quarter, Bilaspur and subsequently became junior to other pharmacist is appropriate and justified? If not, what relief Shri J.P.Verma is entitled to?"

In case No. R/84(B)/2018 –

As per letter dated 19/11/2018 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-22012/164/2018 (IR(CM-II)) dt. 19/11/2018. The dispute under reference relates to:

"(iii) Whether it is proper on the part of management of SECL, Chirimiri Area to terminate the service of Shri Jani Ram, Cat.III Mazdoor of Chirimiri Underground Area on absenteeism ground for a period of 03 to 05 months is appropriate and justified? If not, what relief Shri Jani Ram is entitled to?"

In case No. R/84(C)/2018 –

As per letter dated 19/11/2018 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-22012/164/2018 (IR(CM-II)) dt. 19/11/2018. The dispute under reference relates to:

(iv) Whether the action on the part of management of SECL, Bagdeva Sub Area under Korba Area of SECL in Terminating the service of Shri Chandrika Prasad Chandra, Cat-I, Mazdoor on 28-02-2005 on the ground of poor attendance of 140 days in the year 2002, 135 days for the year 2003 and 22 days in the year 2004 and the enquiry conducted by enquiry officer as ex-parte is appropriate and justified? If not, what relief Shri Chandrika Prasad Chandra is entitled to ?"

In case No. R/84(D)/2018 –

As per letter dated 19/11/2018 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-22012/164/2018 (IR(CM-II)) dt. 19/11/2018. The dispute under reference relates to:

“(v) Whether the dispute raised is falling under the policy matter of coal India as a whole as espoused by the union comes under Industrial Dispute? If year, whether the action on the part of management of SECL Head Quarter, Bilaspur a constituent of Coal India in not paying profit sharing bonus to its employees and instead paying PLSR since the formation of SECL is appropriate and justified? If not, what relief all the working workmen are entitled to ?”

In case R/84/2018,

The case of the Workman Union is that, its member Mohd. Jamil was first appointed as Category-I Mazdoor in Chirmiri Colliery on 24.03.1994. He was deputed to work as Petrol Oil Lubricator (POL) Insurer in the Store section of Excavation Unit of Chirmiri Colliery. The posting of Category-I Mazdoor is under unskilled category, defined as Unskilled Labour whereas, POL Insurer is of Category-I and of Clerical nature. Both have different pay structures and their duties are also different, the duties of POL Insurer have been detailed by the Union in Paragraph - 5 of its Statement of Claim. It is further the case of the Union that, Mohd. Jamil worked as POL Insurer from 06.06.1995 till 27.04.2001. There was a settlement between the Union and Management on 25/26/27.04.1978. One of the Clauses of Settlement was that, ***“Category-I Mazdoors, who were required to work on higher category jobs would be paid Officiating Allowance and if a Workman appointed is appointed on higher category job and continued to work on such higher category job for 190/240 days, he shall be regularized on that post.”*** Mohd. Jamil also made the claim for Officiating Allowances for his work as POL Insurer, which was a higher Category Job, for the period 17.06.1994 to 26.04.2010. Management arbitrarily refused to grant his claim, rather he was sent back to his original post of Category-I Mazdoor. He was promoted in Category-I Cadre during course of time. Again, Mohd. Jamil was engaged as POL Insurer by the Management of Chirmiri Area since 2012 to till date and he has not been paid any Officiating Allowances nor has been regularized on the said post. According the Workman Union, this action of Management is unjust, illegal and arbitrary. The Union has prayed that, Mohd. Jamil be held to be entitled to Officiating Allowances for his work as POL Insurer from 17.06.1994 to 26.04.2001 and from November, 2012 to till date and also be held entitled to be regularized as POL Insurer because he has completed more than 240 days on this post.

Case of the Management is mainly that, General Mazdoor and POL Insurer are posts of two different cadres, General Mazdoor is the post of the Mazdoor Category whereas POL Insurer is a post of Clerical Cadre. An employee of one cadre cannot be transferred to another cadre. He has to face recruitment process for getting selected in other cadre. Hence, he was not eligible to be regularized on a post in different cadre on the basis that he worked on that post or Officiating on that post on as and when required basis. It is further the case of the Management that, the Depot Officer who placed or deputed the Workman Mohd. Jamil to the post of POL insurer was not a Competent Authority and no approval from Competent Authority was taken by the Depot Officer for this, hence his officiation was not regular, rather he has been an employee of Mazdoor Cadre and has been promoted in that cadre in due course of time.

Management has requested that the reference be answered against the Workman.

Both the sides have filed their affidavits as their examination in chief. They have been cross-examined by their opposite parties. Photocopy representation of witness and documents have also been filed and proved to be referred to as and when require.

I have heard arguments of the Union Representative Mr. Bhagwat Prasad Dubey and Learned Counsel for the Management Mr. Neeraj Kewat. Both the sides have filed written arguments. I have gone through the written submission and the record as well.

The reference itself is the issue for determination in this matter.

Deployment of the Workman Mohd. Jamil on the post of POL Insurer is not disputed between the parties. Management disputes the claim of the Workman that he worked 240 days on the post of POL Insurer on which he was deputed to Officiate. Second objection by the Management is that, his deputation was not done by the Competent Officer and that these two posts belong to two different cadres.

It is not disputed that, post of General Mazdoor Category-I is unskilled Junior Level Post whereas post of POL Insurer is post of Clerical Nature and is a higher post than the post of General Mazdoor Category-I.

The Workman has specifically said in his affidavit that he officiated between the period 17.06.1994 to 24.04.2001 and November, 2012 till date i.e. more than Six years again on the post of POL Insurer. He has been cross-examined by Management on this statement. There is nothing on cross-examination to disbelieve him. To rebut this, there is on record statement of Management witness, who does not have the first knowledge in this respect, she stated that he officiated as POL Insurer for a period less than 240 days rather on as and when required basis.

Documents with respect to working of the Workman are with the Management. They were in a position to produce the documents to show that who in fact was working on the post of POL Insurer and in what slots of period the workman Jamil was Officiating on this post. They have not produced any such document. In such situation, drawing an adverse interference against Management on this point, the version of the Workman Jamil through the Union is held to be more reliable and trustworthy. **Accordingly, he is held to have proved that he officiated on the post of POL Insurer for the period mentioned earlier as claimed by him.**

It is of no doubt that these two posts belong to two different cadres. There is no provision of transfer of an employee from one cadre to another cadre. As such Mohd. Jamil could not be regularized on the post of POL Insurer, though he had officiated on this post for more than 240 days but since the settlement which entitles an employee to Officiating Allowances when he officiated on a higher post for 240 days or more entitles Mohd. Jamil also to get Officiating Allowances for Officiating on the post of POL Insurer for the period 17.06.1999 till 26.04.2001 and November, 2012 to the date the period he officiated on this post. Learned Counsel for Management has submitted that his deputation was not ordered by a Competent Officer but this argument cannot be accepted and Management is estopped from taking this plea because of long period of repeated deputations of Mohd. Jamil as stated above. The Management cannot be allowed to take benefits of its own mistakes.

Accordingly, the Workman Mohd. Jamil is held entitled to Officiating Allowances for Officiating on the post of POL Insurer for the period 17.06.1999 till 26.04.2001 and November, 2012 to the date the period he officiated on this post along with interest @6% per annum from the date of reference till payment to be paid to him by the Management.

The reference stands answered accordingly.

R/84(A)/2018 –

In this case, according to the Workman Union, J.P. Verma was appointed as a Compounder in Grade-E on 27.11.1977 by Western Coal Fields (W.C.L., Nagpur) and was posted in Chirmiri Area. He holds a Diploma in Pharmacy from Sagar University. There was a **Circular No. WCL/IR/CWF/82-A/321-28** dated 10.04.1980 by which Grade-E post was abolished and all the Compounders on different deployment in Pharmacy, were posted in Grade-D from the date of their appointment. J.P. Verma was also appointed as Compounder Grade-D from the date of his appointment i.e. 27.01.1977. Later on, as it is the case of the Workman Union, cadre scheme of Paramedical Staff was formulated by JBCCI (Joint Bi-partite Committee for Coal Industry) in 1986, which was Implementation Instructions, 66 dated 02.09.1986 (I.I. – 66) under this scheme, designation of Compounder was renamed as Pharmacist and promotion channels as Pharmacists Grade-D, then Grade-C, then Senior Pharmacists Grade-B and then Chief Pharmacists Grade-A were provided. It was also provided in I.I. – 66 that all the Grade-D Pharmacists who were Diploma holders in Pharmacy and had worked for 2 years would be promoted to Pharmacist Grade-C. This cadre scheme was circulated to all the areas under the Control of the Headquarter, including Chirmiri Area, where J.P. Verma had been working. All the areas implemented this cadre scheme in 1987, whereas Chirmiri area implemented it in 1989 and thus J.P. Verma was promoted as Grade-C Pharmacists in the year 1989, though, he was entitled to be promoted since 1987 i.e. the date when I.I.-66 were implemented. This resulted into financial loss to him and also he lost seniority by 02 years. Consequently, 14 Pharmacists, who were Junior to him in Grade-D, became Senior to him in Grade-C and continued till his final promotion as Chief Pharmacists. It is further the case of the Workman Union that, appointment and promotion of Pharmacists/Compounders is made by the Company Headquarter and not at Area Level. Since, the other areas under the same Company implemented the I.I.-66 from July, 1987, the Pharmacists

working in those areas become senior to J.P. Verma in Grade-C, earlier than J.P. Verma who was working in Chirmiri Area under the same Company which implemented the I.I. – 66 in 1989. Consequently, he was placed junior to other Pharmacists working in the other area in the overall seniority list published by the Company though earlier he was senior to them. This action of Chirmiri Area is unjust, illegal and arbitrary. Later on, J.P. Verma was granted notional promotion without any back wages *firstly*, from July, 1987 in Grade-C and *secondly*, from 07.04.1994 in Senior Pharmacist Grade-B and in subsequent promotions. **He has prayed that,**

- (i) *that since 27-01-1977 Shri J.P. Verma was designated as Gr. 'D' Pharmacist and Cadre Scheme was implemented under I.I. No. 66 in July 1987, therefore J.P. Verma should have been upgraded with monetary benefit as Gr. 'C' Pharmacist at par with other since 02-07-1987 instead of 25-03-1989 because it was obligatory on the part of company head quarter to constitute DPC. It should not have been left upon Area Management,*
- (ii) *that the J.P. Verma should be promoted as Sr. Pharmacist Gr. 'B' since 07-04-1994 instead of 27-11-1999 with monetary benefit because 32 junior persons were given promotion,*
- (iii) *that Shri J.P. Verma should be promoted as Chief Pharmacist since 08-03-1999 instead of 27/29-03-2006 with monetary benefit because 29 junior persons were given promotion to this post, and*
- (iv) *that accordingly Shri J.P. Verma should be given promotion as Chief Pharmacist Gr. A+1 since 08-03-2006 with monetary benefit.*

Case of the Management is mainly that, since the date of his appointment is on 27.01.1977, J.P. Verma was designated as Pharmacist Grade-D. The cadre scheme was implemented under I.I. – 66 on July, 1987 and was made effective in Chirmiri Area on 25.03.1989, J.P. Verma was placed as Pharmacist Grade-C by promoting him from Pharmacist Grade-D from 25.03.1989. He accepted his promotion and joined as Pharmacist Grade-C. Later on, he was granted notional seniority on his representation, but without back-wages in Pharmacist Grade-C w.e.f. 02.07.1987, which he accepted and the Company published consolidating seniority list which was prepared in the year 1993 with respect to Pharmacist Grade-C promoted from Grade -D. J.P. Verma did not make any objection with respect to his placement on that time and accepted the seniority list. J.P. Verma was again promoted as Senior Pharmacist Grade-B on 27.11.1999. On his representation he was granted notional promotion from 07.04.1994 but without monetary benefits vide letter of Management dated 20.02.2020 issued by the Deputy Chief Personnel Manager, Chirmiri Area, which he again accepted, hence he cannot dispute this action of Management at later stage. The Management has requested that the reference be answered against the Workman Union.

Both the sides have filed affidavits as their examination-in-chief. They have been cross-examined by their opposite parties. They have filed documents to be referred to as and when required.

I have heard argument of Union Representative Mr. Bhagwat Prasad Dubey and Learned Counsel for Management Mr. Neeraj Kewat. Both the sides have filed written submissions also, which are part of record and I have gone through the Written Submissions as well the records.

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

It is undisputed that, the recruitment, promotion and postings of Pharmacists is done by the Headquarter. This is also not disputed that, the Company is divided into many areas and jointly worked under the supervision of the Headquarters. Different areas implemented the I.I. 66 schemes on different dates. This resulted into disparity with regard to seniority and promotion of the pharmacists which was to be done on the basis of a consolidated seniority list of Pharmacists working in all the areas under the Headquarter. The proper action should have been that the Headquarter would have implemented it from the date fixed by them because all the appointments, transfers and promotion of Pharmacists were to be done by the Headquarter itself and would not have allotted to the different areas who have nothing to do with Pharmacists except they have their local control on them i.e. they did not have power to appoint and promote the pharmacists but they could only place the pharmacists at different places under the area. Since, the Chirmiri area, where the Applicant Workman J.P. Verma was working implemented I.I.-66 in 1989, whereas in other area it was implemented in 1987, naturally it caused prejudice to J.P. Verma with respect to his date of placement in Pharmacists Grade-C and subsequent promotions in Senior Pharmacists Grade-B etc., which was done on the basis of consolidated list prepared by the headquarters. Two times J.P. Verma was put to list with regard to promotion which was corrected by the Management by way of

granting him notional promotion but no monetary benefits. This happen for no fault of the Workman, his only misfortune was that he was placed in Chirmiri Area and was not fortunate enough to be posted in other areas where I.I.-66 was implemented two years earlier. Management submits that since he accepted this action, now he estopped from raising the dispute. I do not subscribe to this view. The Workman was not in a position to reject or disagree with the action of Management because he was not in a position to bargain as he was not on equal footings with Management. He cannot be put to a loss on this ground.

Thus, Workman J.P. Verma is held entitled to the monetary benefits also from the date of his notional promotion on pharmacists Grade-C i.e. 02.07.1987 till 25.03.89 deeming him to be a Pharmacists Grade-C and also all the monetary benefits with respect to senior pharmacists Grade-B since 07.04.1999 instead of 27.11.1999, he is further held entitled to be placed in the consolidated seniority list deeming him to be promoted in Grade-C since 02.07.1987 and Grade-B since 07.04.1994 also further held entitled to subsequent promotions as Chief Pharmacists and other posts subject to suitability. The amount be calculated and be paid to J.P. Verma with 6% interest per annum from the date of reference till payment. The reference stands answered accordingly.

In case R/84(B)/2018

In this case, Jani Ram was appointed as General Mazdoor Grade-I on 26.10.1983, he went to his native village when he got to know about death of his daughter in April, 2006 and remained there for three months. When he came back and reported for duty, he was not allowed, rather he was served a charge sheet on 24.07.2006. An enquiry was conducted and he accepted the allegations and committed not to repeat the mistake in future. In spite of this, he was terminated from service by the Management vide its order dated 08/12.12.2006 which is unjust, arbitrary and illegal. The Workman Union has requested that setting aside his termination he be reinstated with back wages and benefits.

Case of Management is mainly that, Workman Jani Ram was generally found absent from duty without sanctioned leave or sufficient cause or over staying beyond sanctioned leave and his attendance from 1987 to 1990 was very poor which was only 145 days in 1987, 129 days in 1988, 86 in 1989 and 07 days in 1990. He was issued a charge sheet with allegation and misconduct by way of unauthorizedly and willfully absenting himself from the workplace without getting any leave sanctioned or without informing to Management, which was misconduct under Clause 26.24 and 26.30 of Certified Standing Orders. He was issued a charge-sheet and a Departmental Enquiry was conducted, in which he admitted charges and requested for one more chance to serve. The Enquiry Officer found the charges proved and the Disciplinary Authority after finding his reply on show cause notice not sufficient, and keeping in view his previous absence for last 05 years which was 167 days in 2002, 84 days in 2003, 52 days in 2004, 53 days in 2005 and 08 days in 2006, passed the impugned order of termination, which is not disputed to the charges proved. According to Management, there was no illegality in the enquiry or punishment.

Both the sides have filed affidavits, which they have been cross-examined by their opposite parties. Documents regarding enquiry and punishment have also been filed and are on record. I have heard argument of Union Representative Mr. Bhagwat Prasad Dubey and Learned Counsel for Management Mr. Neeraj Kewat. Both the sides have filed written submissions also, which are part of record and I have gone through the record and the written submissions as well.

The reference itself is the issue for determination.

The charges have been mentioned earlier. It also comes out that the workman participated in the enquiry and admitted the charges. There is no pleading with respect to any irregularity in Departmental Enquiry. On perusal of enquiry report also, there is no debate with respect to procedure or substance in the enquiry, hence the enquiry is held just, proper and legal. The charges are also held proved on the basis of admission as well the documents produced during the enquiry.

Keeping in view the above mentioned five presence of the Workman at his workplace, it is established that he is a habitual defaulter and in such a case, the punishment of his termination by the Management cannot be said to be disputed from any corner.

Hence, the punishment is also proportionate to the charges.

On the basis of above discussion and findings, the reference with respect to the Jani Ram stands answered against him.

Holding the punishment awarded just, proper and legal, he is held entitle to no relief.

R/84(C)/2018

In this case, Chandrika Prakash Chandra was a Category I Mazdoor. He was issued a charge sheet on 06.08.2004 with allegation of misconduct by way of habitual absenting himself from workplace willfully and unauthorizedly as well without intimating and getting any leave sanctioned. Departmental Enquiry was conducted and the charges were found proved and after finding his reply on the show cause notice issued by the Competent Authority not sufficient, he was terminated by service by way of punishment. According to the workman, though his presence was 195 days in the year 2000, 185 days in 2001, 190 days in 2002, 135 days in 2003 and 20 days in 2004, he was not a habitual absentee, he remained on leave and sick leave during this period, hence this action of Management is unjust and disproportionate to the charges, the workman has prayed that setting aside his termination, he be reinstated with back-wages and benefits.

The case of the Management is that, the workman was in the habit of absenting himself unauthorizedly and willfully without getting any leave prior sanctioned or without informing the Management. His presence for the last 05 year is already been disclosed by him. He was issued a charge sheet under Clause 26.24 and 26.30 of Certified Standing Orders. He did not appeared during the enquiry in spite of service. The enquiry proceeded against him. The Enquiry Officer filed an enquiry report holding the charges proved. He was issued a show cause notice, which was served on him and he did not filed any representation, hence his services were terminated. According to Management, he was a habitual absentee, punishment is also not disproportionate to the charges. Management has prayed that the reference be answered against him.

Both the sides have filed affidavit as their examination in chief and have been cross examined by their opposite parties.

I have heard arguments of the Union Representative Mr. Bhagwat Prasad Dubey and Learned Counsel for Management Mr. Neeraj Kewat. Both the sides have filed written submissions, which are part of record. I have gone through the written submissions and record as well.

Reference itself is the issue for determination.

As regards to the legality of enquiry, there is no pleading with regards to the allegation that enquiry is not just and legal.

On perusal of records, there is no illegality or material irregularity in the enquiry with regard to substance or procedure, hence rather the enquiry conducted is held just, legal and proper.

As regards the prove of charges, the charges have been rightly held proved by the Enquiry Officer, as it is established from the evidence on record, which is inform of his attendance sheet.

Since, the workman is in the habit of committing misconduct of same nature in the last 05 years, the punishment of dismissal is held to be proportionate to the charges proved.

On the basis of above discussion and findings, the reference stands answered against the workman, holding his termination just, legal and proper.

R/84(D)/2018 -

In this case, the Workman Union has put up a claim with respect to bonus with allegation that prior to payment of Bonus Act, 1965, bonus used to be paid under Coal Mines Bonus Scheme or through various Awards or Wage Board recommendations. The SECL has not paid bonus to its workmen since its inception instead, they are paying Productivity Linked Service Reward (PLSR) which is linked with the productivity whereas the bonus is linked with profit. According to the Workman Union, the Management of SECL is committing illegality by way of not paying bonus as per Section 8 of payment of Bonus Act of 1965. The Workman Union has thus prayed that treating the issue of non-payment of bonus as Industrial Dispute, the Management of SECL be directed to grant bonuses on the basis of profit earned by it under Payment of Bonus Act, 1965.

Case of Management is that *firstly*, since S.E.C.L. is a subsidiary of Coal India which has many other companies like W.C.L., N.C.L., C.C.L. etc. issue of bonus involves and effects all these organization situating various states, the reference should be decided of National Industrial Tribunal and not by this

Tribunal. **Secondly**, they have taken refuge of Section 20, 32 (Clause 5) and Section 2(13) of Payment of Bonus Act, 1965 and Bonus Amendment Act, 2015, they have pleaded that since the basic salary of every employees of company exceed the salary slip of Rs. 21000/- as provided by Payment of Bonus Amendment Act, 2015 it does not apply to the employees of the Management and **thirdly**, Management is barred under Section 20 and Section 32 (V) of the Bonus Act.

Both the sides have filed affidavits and documents be to as and when required.

I have argument of Union Representative Bhagwat Prasad Dubey and Learned Counsel for Management Mr. Neeraj Kewat. Both the sides have filed written documents submissions also which are part of record. I have gone through the record as well.

The reference itself is the issued for determination.

Section 2(k) defines Industrial Disputes which is being reproduced as follows –

2(k) “industrial dispute” means any dispute or difference between employers and employees, or between employers and workmen, or between workmen and workmen, which is connected with the employment or non-employment or the terms of employment or with the conditions of labour, of any person;

Since payment of bonus is also an instant of dispute related to service, it qualifies to be an Industrial Disputes under the Act and is held excessive by this Tribunal.

Section 8, Section 20, Section 32 (4) of the Payment of Bonus Act, 1965 and Section 2(13) Payment of Bonus Amendment Act, 2015 referred to by Management, which is being reproduced as follows.

8. Eligibility for bonus.—Every employee shall be entitled to be paid by his employer in an accounting year, bonus, in accordance with the provisions of this Act, provided he has worked in the establishment for not less than thirty working days in that year.

20. Application of Act to establishments in public sector in certain cases.-

(1) If in any accounting year an establishment in public sector sells any goods produced or manufactured by it or renders any services, in competition with an establishment in private sector, and the income from such sale or services or both less than twenty percent of the gross income of the establishment in public sector for that year, then, the provision of this Act shall apply in relation to such establishment in public sector as they apply in relation to a like establishment in private sector.

(2) Save as otherwise provided in sub-section (1), nothing in this Act shall apply to the employees employed by any establishment in public sector.

32. Act not to apply to certain classes of employees. – Nothing in this Act shall apply to –

(iv) employees employed by an establishment engaged in any industry carried on by or under the authority of any department of the Central Government or a State Government or a Local authority;

Section 2(13) Payment of Bonus Amendment Act, 2015 -

In section 2 of the Payment of Bonus Act, 1965 (hereinafter referred to as the principal Act), in clause (13), for the words “ten thousand rupees”, the words “twenty-one thousand rupees” shall be substituted.

It is clear, on perusal of these provisions that, provisions of Payment of Bonus Act do not apply in the case in hand and **secondly**, since the employees of the Management, who are the members of the Union, get wages above wage limit eligible for getting bonus, they are held not entitled to get bonus under Payment of Bonus Act. It is not disputed that they are granted benefit as Productivity Linked Service Reward (PLSR).

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

The dispute in hand is held to be an Industrial Dispute. For the rest part, the reference is answered against the Workman Union.

DATE:-17/04/2026

P. K. SRIVASTAVA, Presiding Officer

नई दिल्ली, 9 जून, 2026

का.आ. 1204.—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-89/2011) को प्रकाशित करती है,

[फा. सं. एल-22012 / 127 / 2011-आईआर (सीएम-II)]

जयदीप यादव, उप निदेशक

New Delhi, the 9th June, 2026

S.O. 1204.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (**Reference.LC/R/89/2011**) 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,

[F. No. L-22012/127/2011– IR (CM-II)]

JAIDEEP YADAV, Dy. Director

ANNEXURE

THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL,
JABALPUR

CGIT/LC/R/89/2011

Present: P. K. SRIVASTAVA, H.J.S..(Retd)

Mohmmad Kareem,

S/o Md. Ismail, Ex-Mechanic Helper, Cat-III,

R/o Vill-Kuchaina, Tah-Katghora, Distt-Korba,

CHATTISGARH -

Workman

Versues

- 1. The Chief General Manager,**
SECL, Kusmunda Area, PO.-Kusmunda,
Distt-Korba,
CHATTISGARH –
- 2. The General Manager,**
SECL, Kusmunda Project,
PO.-Kusmunda, Distt-Korba,
CHATTISGARH -

Management

AWARD

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

As per letter dated 19.09.2011 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-22012/127/2011 (IR(CM-II)) dt 19.09.2011. The dispute under reference relates to:

“Whether the action of the management of the Chief General Manager, SECL, kumunda Area. Distt-Korba (CG) in dismissal the services of Mohd. Kareem, S/o Mohd. Ismail, Ex-Mechanical Helper w.e.f. 05-07-2008 is legal, proper and justified? To what relief the concerned workman is entitled and from which date?”

Case of the workman is mainly that, his father Mohd. Ismail had his holdings i.e. Plot No. 809/1A 187 total area 7.18 hectares and others in village Durpa which were acquired by the SECL. As per rules, there was a provision of employment of one dependant of the land oustee whose land was acquired by the Management. His father sponsored his name as his dependant son and member of family for his appointment as a dependant family member of land oustee his father. After necessary enquires and formalities, he was offered appointment on the post of General Mazdoor, Category-I and had been working since 13.04.1990. Management received a letter No. 9353/Shikayat/01-02 dated 06.07.2020 sent to the General Manager, Kusmunda area by the Collector Korba, by which he informed that the workman Mohd. Kareem, resident of Village Balauda, P.S. Akaltara has got employment on the basis of forged documents posing himself to be dependant son of the land oustee Modh. Ismail, and an action in this respect was required. The Management issued a charge-sheet of misconduct against the workman in this respect, he denied the charges. The Departmental Enquiry was conducted by the Management against the principles of natural justice and unjustly, the workman was not given proper opportunity to defend himself. The Enquiry Officer wrongly held charges proved and the enquiry report. The Disciplinary Authority, wrongly relied on the enquiry report and passed the punishment of dismissal of the workman Kareem from its services, which is illegal, unjust and arbitrary as well disproportionate to the charges. The Workman raised dispute in this respect, which could not be conciliated, hence reference has been sent by the Central Government to this Tribunal. The Workman has prayed that holding the action of Management in dismissing his services unjust and illegal, he be held entitled to be reinstated with all back wages and benefits.

Case of Management is mainly that, the Workman was appointed as General Mazdoor, Category I on 13.04.1990 as a dependant son and family member of land oustee Mohd. Ismail, whose land situated in village Durpa, area of 7.18 acre was acquired by the Management. The land oustee had sponsored the name of the workman as his dependant son and family member. He signed the sponsorship application and also filed affidavit in support. Thereafter, two members of the village including the village Sarpanch and Patel verified and supported the contents of the application. Further, verifications were made by the Patwari and Tehsildar of the area and thereafter, appointment was offered thereafter to the workman Mohd. Kareem, as the dependant son and family member of land oustee of his father Mohd. Ismail. Thereafter, a letter dated 06.07.2002 (referred to above) was received by Management, which was sent by the Collector Korba to the General Manager Kusmunda Area, wherein it was stated that the said workman had obtained employment by falsely declaring himself to be dependant son and family member of land oustee Mohd. Ismail, whereas he was infact son of Bhura Mohd. and not of Mohd. Ismail. A charge sheet was issued by the Management in this respect on 24.03.2003 which was denied by the workman. Thereafter, the Departmental Enquiry was conducted by Management in which the workman participated and after giving full opportunity to the workman, the Enquiry Officer files his enquiry report holding the charge of **misconduct under Clause 29.9 of the Certified Standing Orders**, a show cause notice was sent to the Workman by Management, with the copy of enquiry report, he did filed receipt dated 19.04.2008, after holding the report and his reply not sufficient, the Disciplinary Authority passed an order of punishment of dismissal from his services. According to Management, the enquiry was conducted in just and proper manner following the principles of natural justice, charges were rightly held proved by the Enquiry Officer and punishment is not disproportionate to the charges.

On the basis of pleadings, following preliminary issue was framed vide order dated 23.04.2024.

Whether the Departmental Enquiry conducted against the workman is legal and proper?

Both the sides have filed their affidavits on this preliminary issue. Management filed and proved documents with respect to enquiry which are marked as Exhibit M-1 to M-57.

After hearing both the sides and on the basis of evidence recorded, preliminary issue was decided vide order dated 21.07.2025, the Departmental Enquiry was held legal and proper. This order is part of this Judgment and Award.

Following additional issue were framed thereafter -

- 1. Whether, finding of the Enquiry Officer that charges are proved as perverse?**
- 2. Whether the punishment order is proportionate to the charges proved?**

Parties were given an opportunity to lead evidence if any on this issue. The workman filed his affidavit as his examination in chief and he was cross examined by the Management. Management did not file any document.

I have **heard argument** of Learned Counsel for Workman Mr. Vivek Prakash and Learned Senior Counsel Mr. Anoop Nair for the Management assisted by Mr. Neeraj Kewat Learned Counsel. Workman has proved written submissions also. I have gone through the written submissions and the record as well.

Additional Issue No. 1 –

Learned Counsel for the Workman has submitted that the Departmental Enquiry against the workman was proceeded with respect to charge on the same facts and on the basis of a charge sheet filed by Police with respect to a First Information Report (F.I.R.) registered with in this respect. This case was registered as Criminal Case No. 293/2017 C-23 No. 1068/2015 and was decided by the Court of Judicial Magistrate, First Class. The Workman who was charged under Section 420, 467, 471 IPC was acquitted after trail.

A Criminal Appeal against this acquittal was filed by the State which the Criminal Appeal No. 88/2018, was heard and dismissed by the Court of Learned Additional Sessions Judge.

Learned Counsel has further submitted that, since the facts and principles of the charges in the Criminal Trial and in the present Departmental Enquiry are one and same and the Workman has been acquitted in the Criminal Case based on same facts, the Departmental proceedings shall not proceed and are vitiated under law. Consequently, the punishment order also stands vitiated. Learned Counsel has referred to a **Judgment of Hon'ble Supreme Court in the case of G.M. Tank V.s. State of Gujarat and another (2006) 5 SCC 446** and **another Judgment in the case of Capt. M. Paul Anthony V.s. Bharat Gold Mines Ltd. (1999) 3 SCC 679**, were this principles has been laid down.

On the other hand, Learned Senior Counsel Mr. Nair has stated that standard of prove with respect to charges in the Criminal Trial and Departmental Enquiry are different, hence the workman cannot get benefit from the decisions referred to by him because they cannot be distinguished on facts.

The settled preposition of law is that, the charges be proved beyond reasonable doubt in Departmental Enquiry, which is required to be proved in a Criminal Trial.

“Scope of disciplinary proceedings and scope of criminal proceedings are quite distinct, exclusive and independent of each other. Standards of proof in the two proceedings are also different. Ref. T.N.C.S. Corpn. Ltd. vs. K. Meerabai, (2006) 2 SCC 255

*Standard of proof in a departmental enquiry which is quasicriminal/quasi-judicial in nature: Disciplinary proceedings, however, being quasi-criminal in nature, **there should be some evidence to prove the charge.** Although the charges in a departmental proceedings are not required to be proved like a criminal trial i.e. beyond all reasonable doubts, we cannot lose sight of the fact that the enquiry officer performs a quasijudicial function, who upon analyzing the documents must arrive at a conclusion that there had been a preponderance of probability to prove the charges on the basis of materials on record. While doing so, he cannot take into consideration any irrelevant fact. He cannot refuse to consider the relevant facts. He cannot shift the burden of proof. He cannot reject the relevant testimony of the witnesses only on the basis of surmises and conjectures. Ref: (i) **Nirmala J. Jhala Vs. State of Gujarat & Another, AIR 2013 SC 1513 (paras 10, 11, 12 & 13).** (ii) **M.V. Bijlani Vs. Union of India, (2006) 5 SCC 88 (Para 25)***

*In the cases of (i) **NOIDA Entrepreneurs Association Vs NOIDA & others, AIR 2007 SC 1161** (i4i) **State Bank of India Vs. R.B. Sharma, (2004) 7 SCC 27** (iii) **Kendriya Vidyalaya Sangathan Vs. T. Srinivas, (2004) 7 SCC 442** (iv) **Depot Manager, APSRTC Vs. Mohd. Yousuf Miya, (1997) 2 SCC 699** (v)*

Captain M. Paul Anthony Vs. Bharat Gold Mines Limited (1999) 3 SCC 679 and (vi) State of Rajasthan Vs. B.K. Meena, (1996) 6 SCC 417 (vi) Pratap Singh Vs. State of Punjab, AIR 1964 SC 72 (vii) Jang Bahadur Singh Vs. Baij Nath, AIR 1969 SC 30, it has been laid down by the Hon'ble Supreme Court that "the purpose of departmental enquiry and of prosecution are two different and distinct aspects. Departmental Enquiry is to maintain discipline in the service and efficiency of public service. Crime is an act of commission in violation of law or of omission of public duty. The enquiry in a departmental proceeding relates to the conduct or breach of duty by the delinquent officer to punish him for his misconduct defined under the relevant statutory rules or law. It is the settled legal position that the strict standard of proof or applicability of the Evidence Act stands excluded in a departmental proceeding. Criminal Proceedings and the departmental proceeding under enquiry can go on simultaneously."

In the case of **T.N.C.S. Corporation Ltd. Vs. K. Meerabai, (2006) 2 SCC 255**, it has been held by the Hon'ble Supreme Court that the scopes of the disciplinary proceedings and of criminal proceedings are quite distinct, exclusive and independent of each other. Standards of proof in the two proceedings are also different.

In the cases of **Mohd. Saleem Siddiqui Vs. State of UP & others, (2011) 2 UPLBEC 1575 (Allahabad High Court) and Ajeet Kumar Naag Vs. General Manager Indian Oil Corporation Ltd. Haldia, JT 2005 (8) SC 425**, the distinction between departmental enquiry and criminal proceedings has been drawn as under: "The two proceedings i.e. criminal and departmental are entirely different. They operate in different fields and have different objectives. The object of criminal proceedings is to inflict appropriate punishment on offender and the purpose of enquiry proceedings is to deal with the delinquent departmentally and to impose penalty in accordance service rules the rule relating to appreciation of evidence in the two proceedings is also not similar. In criminal law burden of proof is on the prosecution and unless the prosecution is able to prove the guilt of accused beyond reasonable doubts, he cannot be convicted by a court of law. In departmental enquiry, on the other hand, penalty can be imposed on the delinquent officer on a finding recorded on the basis of preponderance of probability. Procedure with respect to standard of proof in criminal case and departmental enquiry are different. In the case of departmental enquiry the technical rules of evidence have no application and the doctrine of "proof beyond doubt" has also no application in the departmental enquiry. Criminal prosecution is launched for an offence for violation of a duty the offender owes to the society or for breach of which law has provided that the offender shall make satisfaction to the public. So crime is an act of commission in violation of law or of omission of public duty. The departmental enquiry is to maintain discipline in the service and efficiency of public service. There would be no bar to proceed simultaneously with departmental enquiry and trial of criminal case. "

Now looking into the facts of the case in hand, it comes out from the perusal of Enquiry Documents and Enquiry Report that the Enquiry Officer has held the workman Kareem of misconduct under Clause 21.19 of Certified Standing Orders. Basis of the findings are mainly that sponsorship letter (Management Document Ex. No.1), Affidavit (Management Record Ex. No. 2) and land record register (Management Record Ex. No. 21) and he stated that mark of thumb impressions available on these documents are in fact affixed by the persons shown. He further refers to the Management document No. 1 and 2 in which it has been stated that the Workman is son of Mohd. Ismail and resident of Village Durpa. The workman himself had signed the Management documents No. 8, 9 and 10 and have confirmed and had admitted these documents. Hence on the basis of these documents, the information furnished by the workman in the Management Document No.1 and 2 is incorrect. Further, the Collector Korba has enquired the matter and has found that, Mohd. Kareem was not in fact the son of Mohd. Ismail and he made employment as dependant son and family member of Mohd. Ismail, the land oustee by way of putting incorrect facts and false documents. In fact, he is the son of Mohd. Bhura and is resident of Village Balauda. Furthermore, the Enquiry Officer observed that, the Nikahnama of the Mohd. Ismail, the land oustee and mother of the Workman Chand Biwi is also suspicious.

It comes out from the perusal of enquiry documents that the Management witness, who were cross-examined during the enquiry proceeding stated before the Enquiry Officer that they know the land oustee Mohd. Ismail, his land was acquired by the Management, the land oustee used to visit them with the workman Kareem and used to tell them that the workman Kareem was his son. The Management document No.1 is the sponsorship letter signed by the land oustee and the workman Mohd. Kareem (land oustee has put his thumb impression). Management document No.2 is the affidavit of the land oustee and the Management document No. 3 is the land record document. They have not been found suspicious by the

Enquiry Officer. Management document No.8 is the statement of workman Mohd. Kareem, said to be recorded before the Tehsildar. Though the workman has not admitted this document before this Tribunal. Management Document No.9 is the extract of service record of workman Mohd. Kareem in which he has been mentioned as son of land oustee Ismail and his address is village Durpa. Management document No. 10 is the Vakaltnama said to be executed by the workman in the proceeding before Tehsildar, wherein he has been shown as son of Bhura Mohd., R/o village Kuchaina. In Management document No.1, not proved, the workman has stated that Ismail is his father, originally is resident of village Durpa, his father told him that Mohd. Israel was also his brother, he further stated that father was married his mother Chand Biwi. In Management document No. 9 which is Exhibit M-12 extract of service record, the land oustee Mohd. Ismail has been mentioned as his father, his address is mentioned as village Bhaluda, his mother name Chand Biwi is also mentioned. As regards to mentioning of Mohd. Kareem, son of Bhura Mohd. in the Vakaltnama signed by him, which was said to be filed before Tehsildar, the case of the Workman was that a complaint was made by Israel who happened to be his step-brother from the same father, Mohd. Ismail land oustee wherein it was alleged that in fact, workman is son of Bhura Mohd., notice was sent by the Court of Tehsildar in this respect, in the name of Bhura Mohd., that is why he had to mention party name Mohd. Kareem son of Bhura Mohd.. This information finds support from the statement on oath of the workman before the Tehsildar in the enquiry proceedings, wherein he specifically states that he is son of Mohd. Ismail and not son of Bhura Mohd. Thus, none all these documents can be a basis of findings against the workman in this respect. As regards to the enquiry proceedings conducted on behalf of Collector and enquiry report, nobody appeared on behalf of Collector nor did the Enquiry Officer by whom the report was sent on behalf of Collector for appearing before the Enquiry Officer in spite of his direction, hence a report which is not proved for any person, cannot be a basis of finding against the workman in respect of charge.

The Enquiry Officer has mentioned one more document which is School Leaving Certificate, in which Kareem Mohd. Son of Bhura has been mentioned. This is also cannot be relied upon and cannot be the basis of findings because till it is proved by other evidence that Mohd. Kareem and Kareem Mohd. are one and same person which is not there.

During the Departmental Enquiry, the workman had taken a case that his father Mohd. Ismail was married with his mother Chand Biwi, he had filed and proved his Nikahnama. It is to be kept in mind that, he is from Muslim community, in which more than one marriages are permitted. So it may be that the initial Complainant Mohd. Israel is the son of Mohd. Ismail from his one wife and the present workman Mohd. Kareem is son of Mohd. Ismail from his second wife Chand Biwi. Enquiry Officer has recorded a finding that, this Nikahnama cannot be relied as it is not genuine. The basis of this finding is not recorded.

It has been submitted on behalf of Management that, there is age difference with respect to age of Mohd. Ismail recorded in the Nikahnama and his affidavit Management document No.2 (M-8).

According to the Nikahnama, the marriage between Mohd. Ismail and Chand Biwi was solemnized on 25.06.1960, age of Ismail is mentioned 22 years at that time in the Nikahnama, wherein in his affidavit i.e. Management Document No. 2 (Ex. M-8), age of Mohd. Ismail is mentioned as 60 years. This affidavit has been prepared on 04.11.1987, if his age was 22 years in 1960, he would have been 49 years in 1987 on the date of affidavit wherein his age has been written 60 years. Keeping in view the affidavit as well sponsorship application of the land oustee Mohd Ismail, it is established that he is illiterate and rustic villager, it is quite possible that he might not be knowing his correct date of birth and age, only on this basis the Nikahnama cannot be held to be a suspicious document.

This is also established that, on the same set of facts, criminal trial was proceeded against the workman in which he was acquitted after trial, a Criminal Appeal against acquittal has also been dismissed.

In the light of above discussion, the finding of the Enquiry Officer with respect to prove of charges against the Workman in the enquiry report submitted by him are held perverse and to have been wrongly recorded. The charge of misconduct is held not proved against the workman.

Additional Issue No.1 is answered accordingly.

Additional Issue No. 2 –

In the light of findings recorded on issue No. 1, Reference of the *Judgment of Hon'ble Supreme Court in the case, Deepali Gundu Surwase Vs. Kranti Junior Adhyapak Mahavidyalaya & others (2013) 10 SCC 324* is required, the relevant portion of the Judgment is being reproduced as under:-

“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."

Hence, in the light of principle of law laid down as above, the Workman is held entitled to be reinstated with all backwages and benefits, deeming him to be in continuous service of Management.

Additional Issue No. 2 stands answered accordingly.

No other point was pressed.

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

AWARD

Holding the action of the management of the Chief General Manager, SECL, kusmunda Area. Distt-Korba (CG) in dismissal of the services of Mohd. Kareem, S/o Mohd. Ismail, Ex-Mechanical Helper w.e.f. 05-07-2008, unjust, illegal and arbitrary, he is held entitled to be reinstated with all back wages and benefits, deeming him to be in continuous service of Management, payable to him within 90 days from the date of Award, failing which interests @6% from the date of Award till payment.

DATE:-23/04/2026

P. K. SRIVASTAVA, Presiding Officer

नई दिल्ली, 9 जून, 2026

का.आ. 1205.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार ई सी एल के प्रबंधतंत्र के संबद्ध नियोजको और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण – सह – श्रम न्यायालय, आसनसोल के पंचाट (संदर्भ संख्या -17/2025) को प्रकाशित करती है,

[फा. सं. एल-22013/01/2026-आईआर (सीएम-II)]

जयदीप यादव, उप निदेशक

New Delhi, the 9th June, 2026

S.O. 1205.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (**Reference.17/2025**) 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,

[F. 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. 17 OF 2025

PARTIES: Sahadeb Majhi
(dependent husband of Late Patoli Mejhain)
Vs.
Management of Dhemomain Colliery, ECL

REPRESENTATIVES:

For the Union/Workman: Mr. R.K. Tripathi, General Secretary, Koyala Mazdoor Congress
For the Management of ECL: Mrs. Swapna Basu, Advocate.
Mrs. Puspita Roy, Advocate.

INDUSTRY: Coal

STATE: West Bengal.

Dated: 21.05.2026.

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(52)/2024/E dated 25.08.2025 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 Coalfield Ltd over denial in giving employment to Sahadeb Majhi the dependent husband of Late Patoli Mejhain, Ex-Masson Mazdoor, U.M No- 154001 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(52)/2024/E dated 25.08.2025 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 28.08.2025 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. R. K. Tripathi, General Secretary of Koyala Mazdoor Congress appeared for Sahadeb Majhi, dependent of Late Patoli Mejhain, ex-employee. Smt. Swapna Basu, learned advocate assisted by Smt. Puspita Roy, learned advocate are representing the management of Eastern Coalfields Limited. The case is fixed up today for final disposal on the basis of settlement in Form ‘H’.
3. Mr. R. K. Tripathi filed Memorandum of Settlement in Form ‘H’ executed by Sahadeb Majhi, Mr. Kumar Surendra Prasad Kairo, Deputy General Manager (M), Agent, Dhemomain Group and Mr. Sumanta Bhattacharya, Assistant Manager (HR), Dhemomain Colliery. In the application union representative has prayed for passing a No Dispute Award.
4. After issuance of Notice, parties appeared and filed Memorandum of Settlement in Form ‘H’ containing terms and conditions of settlement of dispute. Under such circumstances the Industrial Dispute referred for adjudication is disposed of in terms of settlement in Form ‘H’. Let the settlement be made a part of the Award.

Hence,

ORDERED

that the Industrial Dispute is disposed of in terms of Memorandum of Settlement in Form ‘H’ dated 13.05.2026. Let a No Dispute Award be drawn up treating the Memorandum of Settlement in Form ‘H’ as its part. 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, 9 जून, 2026

का.आ. 1206.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार ई सी एल के प्रबंधतंत्र के संबद्ध नियोजको और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में **केन्द्रीय सरकार औद्योगिक अधिकरण—सह—श्रम न्यायालय, आसनसोल** के पंचाट (संदर्भ संख्या -12/2018) को प्रकाशित करती है,

[फा. सं. एल-22012/27/2017-आईआर (सीएम-II)]

जयदीप यादव, उप निदेशक

New Delhi, the 9th June, 2026

S.O. 1206.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (**Reference.12/2018**) 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,

[F. No. L-22012/27/2017– 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 2018

PARTIES: Bipad Taran Ghanty

Vs

Management of Amritnagar Colliery, Kunustoria Area, ECL

REPRESENTATIVES:

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

For the Management of ECL: Mr. Sayantan Mukherjee, 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-22012/27/2017-IR(CM-II)** dated 19/03/2018 has been pleased to refer the following industrial dispute between the employer, that is the Management of Amritnagar Colliery, Kunustoria 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 relation to its Amritnagar Colliery under Kunustoria Area in imposing a punishment of dismissal on Shri Bipad Ghanty, Stone-cutter w.e.f. 01/02/1992, vide order No. A. KNT/P&IR/2611/11319 dated 29-01/01/02/1992 is just and legal? If not, to what relief the workman is entitled to?”

1. On receiving Order No. L-22012/27/2017-IR(CM-II) dated 19/03/2018 from the Government of India, Ministry of Labour, New Delhi for adjudication of the dispute, a **Reference case No. 12 of 2018** was registered on 28/03/2018 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.

2. Koyala Mazdoor Congress, the concerned union filed written statement on behalf of Bipad Taran Ghanty on 17/10/2022. In gist, fact of the case leading to this Industrial Dispute as disclosed in the written statement of the workman is that Bipad Taran Ghanty was a

permanent employee of ECL and he was posted as Stone Cutter at Amritnagar Colliery. Due to illness, he was unable to attend his duty from 29/08/1990. After recovery from his illness when he reported for duty, he was not allowed to join and the management issued a charge sheet against him bearing No. M/4110/91/8019 dated 23/24.12.1991 for his unauthorized absence. Workman submitted reply to the charge sheet along with his medical certificates issued by the Doctor. It was stated that on earlier occasion, workman informed the management about his illness and sent letters under certificate of posting dated 05/09/1990, 22/10/1990, 06/12/1990, 08/03/1991 and under registered post on 30/09/1991 and 13/11/1991. Management of ECL did not consider his prayer and held an enquiry. Workman participated in the enquiry proceeding and informed the Enquiry Officer that he was absent due to his illness and also due to difficulties in attending his workplace from Bankura by crossing the flooded Damodar river, as the workman was not provided with any accommodation by the company at his workplace. After enquiry, Enquiry Officer proposed to give opportunity to the workman but the management without issuing any second show cause Notice dismissed him from service of the company in the year 1992. Mercy petition was filed before the management but the same was not considered. Workman prayed for declaring the order of his dismissal as illegal and for directing his reinstatement with back wages and other consequential benefits.

3. Management of Amritnagar Colliery, ECL contested the case by filing their written statement on 06/02/2023. The case delineated by the management is that the workman all along neglected his duties and never performed diligently. On previous occasions the workman was warned a number of times but he did not rectify his conduct. Management further contended that the workman was dismissed from service in the year 1992 and he raised this Industrial Dispute twenty five years later in the year 2017 and due to such reason, the workman is not entitled to get any relief. Management asserted that the workman was absent from duty from 29/08/1990 without any authorization or intimation and he failed to

attend dispensaries and hospitals of the company for medical treatment of his alleged illness. The workman after absents from duty from 29/08/1990 till 13/11/1991 turned up to join his duty with medical certificates issued by a private medical practitioner which is not acceptable by the management as various hospitals are maintained by the company for treatment and in appropriate cases they refer employees for better medical facilities. In the instant case workman was issued charge sheet dated 23/24.12.1991 for his unauthorized absence from duty and a departmental enquiry was held against the him. Charged employee received Notice of enquiry and participated in the enquiry. Reasonable opportunity was granted to the workman to controvert the charge levelled against him but he failed and the charge levelled was proved against him beyond doubt. It is further stated that the workman is a habitual absentee and several opportunities were given to him to rectify himself from 02/03/1987 to 16/05/1987, from 28/02/1987 to 24/09/1987, from 04/08/1988 to 11/08/1988 and from 27/12/1988 to 23/02/1989. On these occasions, warnings in writing were given to the employee. After holding enquiry, the workman was dismissed from service on the basis of letter No. A-KNT/P&IR/2611/11319 dated 29.01.1992/01.02.1992 issued by the General Manager, Kunustoria Area. It is urged that the workman raised this Industrial Dispute after twenty five years which has no merit and is liable to be dismissed.

4. The fundamental issue for consideration is whether dismissal of Bipad Taran Ghanty from service of ECL is legally tenable and if not, to what relief the workman is entitled?

5. In support of his case, Bipad Taran Ghanty has been examined as Workman Witness-I. He filed his affidavit-in-chief reiterating his case disclosed in the written statement. It is averred that he was absent from duty due to illness and he submitted medical certificates issued by the Doctor. Witness stated that during enquiry, Management Witness admitted the fact that they received information about his illness. He further stated that the management has imposed disproportionate punishment by dismissing him from service without issuing any

second show cause Notice. In course of evidence, witness produced the following documents:

- (i) Copy of reply submitted against the charge sheet is marked as Exhibit W-1.
- (ii) Copy of medical certificate during the period of his absence is marked as Exhibit W-2 (after objection).
- (iii) Copy of Notice of Enquiry received by him is marked as Exhibit W-3.
- (iv) Copy of enquiry proceeding with findings in seven pages is collectively marked as Exhibit W-4.
- (v) Copy of letter dated 29.01.1992/01.02.1992 regarding his dismissal issued by the General Manager is marked as Exhibit W-5.
- (vi) Copy of representation submitted by him after dismissal for reinstatement in service is marked as Exhibit W-6.
- (vii) Copy of application dated 25/08/2015 submitted by his wife, Nimani Ghanty addressed to the Director (Personnel) is marked as Exhibit W-7.
- (viii) Copy of another application dated 22/09/2015 submitted by him addressed to the Director (Personnel), ECL, Sanctoria in two pages is collectively marked as Exhibit W-8.

In his examination-in-chief, witness disclosed that no second show cause Notice was issued before his dismissal from service as per letter dated 29.01.1992/01.02.1992.

In his cross-examination, witness deposed that he raised this Industrial Dispute in the year 2017 and stated that he was not admitted in any hospital for medical treatment after his dismissal from service till he raised the dispute in the year 2017. He used to receive House Rent Allowance from the company as no accommodation was provided to him. Witness admitted that there are colliery hospitals, Area hospitals and Central hospitals of the company for providing medical treatment. Witness denied the suggestion that he was not suffering from any illness or that he is not entitled to any relief.

6. Mr. Dinabandhu Mondal has been examined as Management Witness-I. In support of the management case, he filed his affidavit-in-chief wherein he stated that the workman was absent from duty from 29/08/1990 but he failed to report at any dispensary or hospital of the company regarding his alleged illness. Witness also stated that the workman returned with a medical certificate issued by a private medical practitioner which was not acceptable. Management Witness further averred that the workman on previous occasions used to remain absent for long period and several opportunities were given to him to rectify his conduct. Workman was verbally warned by the management for his earlier absence and letter was also issued warning for his absence from 27/12/1988 to 23/02/1989. It is claimed that the charge was proved against the workman and the management is justified in dismissing him. During evidence, Management Witness filed the following documents:

- (i) Copy of charge sheet dated 23/12/1991, issued against Bipad Taran Ghanty is marked as Exhibit M-1
- (ii) Copy of reply submitted by Bipad Taran Ghanty to the charge sheet is marked as Exhibit M-2.
- (iii) Copy of Notice of Enquiry dated 28/12/1991 issued to the charge sheeted workman is marked as Exhibit M-3.
- (iv) Copy of enquiry proceeding along with findings of the Enquiry Officer in seven pages is collectively marked as Exhibit M-4.
- (v) Copy of letter of Termination dated 27.01.1992/01.02.1992 issued by the General Manager, Kunustoria Area to the charged workman is marked as Exhibit M-5.
- (vi) Copy of Charge sheet dated 13/04/1991 of earlier occasion is marked as Exhibit M-6 on admission.

In cross-examination it is stated that the charge levelled against the workman for unauthorized absence was proved in course of enquiry proceeding. He denied the suggestion

that the charge was not proved or that punishment imposed against the workman was disproportionate. Management Witness-I also deposed that mercy appeal filed by the dismissed workman on 05/03/2012 was not processed as he had crossed forty five years of age on the date of dismissal.

7. Mr. Rakesh Kumar, union representative arguing the case submitted that the workman was unable to perform duty due to his illness. He was under medical treatment during his absence and he duly informed the management through several letters. Workman participated in the enquiry and also submitted medical certificate issued by the doctor but the same was not considered. Referring to Exhibit W-1, Mr. Kumar submitted that the workman submitted a reply to the charge sheet on 25/12/1991 where he disclosed that he was completely bedridden from 29/08/1990 and was under treatment of Dr. Biswajit Mandal till 19/12/1991 and a medical certificate was issued by the Doctor. He further submitted that the workman informed the colliery authorities through letters sent under certificate of posting and registered post, disclosing reasons for his inability to attend duty. Therefore, charge of unauthorized absence does not hold good against the workman. A copy of certificate issued by Dr. Biswajit Mandal was attached with reply as Exhibit W-2. Mr. Kumar took me through the enquiry proceeding which is collectively marked as Exhibit W-4 and argued that the Enquiry Officer after considering charge under section 17(i)(n) of the Model Standing Order and after giving opportunity to defend his case held enquiry on 30/12/1991. Referring to the findings of the Enquiry Officer it is argued that the Enquiry Officer observed that in spite of lapse on part of the charged employee attracting punishment, the charged employee should be provided with an opportunity to be punctual in his duty in future since the workman repented for his absence, which was due to his illness. Mr. Kumar strenuously argued that though the workman was not found guilty of the charge, management has imposed a harsh and disproportionate punishment by dismissing him from service. Union representative also pointed out that the order of dismissal was issued by the management

without issuance of the second show cause Notice, which is a mandate under Supreme Court's decision in a case of Union of India and Others Vs. Mohd. Ramzan Khan. It is argued that punishment of dismissal imposed for no fault is illegal and liable to be set aside and the workman should be adequately compensated with back wages and other consequential benefits.

8. Mr. Sayantan Mukherjee, Id. Advocate refuted the contentions of the Management and submitted that the charge of habitual absence has been well established and the management of ECL has imposed punishment of dismissal of the employee. It is argued that order of dismissal was passed on 01/02/1992 (Exhibit M-5) after considering the finding of the Enquiry Officer which clearly disclosed that charge under section 17(i)(n) of the Model Standing Order was proved against the employee beyond doubt. It is submitted that the Hon'ble Supreme Court laid down law in a case of Union of India and Others Vs. Mohd. Ramzan Khan, mandating issuance of second show cause Notice which was long after the order of dismissal was passed and the same has no application on this case. Other facet of argument of the management is that the Industrial Dispute has been raised after long delay of twenty five years and therefore it is a stale case. In support of his argument, Id. Advocate relied upon Supreme Court in **"Prabhakar Vs. Jt. Director, Sericulture department and Another; [(2015) 15 SCC]** and submitted that a stale claim should not be generally encouraged or allowed unless satisfactorily explained. Id. Advocate urged that in this case the workman after his dismissal in the year 1992 did not challenge the decision of the employer company for twenty five years therefore the dispute cannot be a subject matter of reference under section 10 of the Industrial Disputes Act. Mr. Sayantan Mukherjee, Id. advocate argued that the workman is not entitled to the relief of reinstatement in service as he has already completed sixty years of age and he is not entitled to get back wages as he raised the dispute after passage of twenty five years. According to the management the Industrial Dispute is liable to be dismissed.

9. I have weighed the argument advanced on behalf of the dismissed workman and the management in the backdrop of fact and circumstances of the case as well as evidence adduced by parties. Admittedly, the workman was absent from duty from 29/08/1990 to 23/24.12.1991 which is over a period of one year. After issuance of charge sheet workman submitted reply on the very next date i.e. on 25/12/1991 disclosing that he was suffering from illness and informed the colliery authorities by issuing letters on various dates. Workman participated in the enquiry proceeding after having replied to the charge sheet. In course of enquiry proceeding Bipad Taran Ghanty was examined as witness. He stated that he informed the colliery authorities about his illness through letters sent under certificate of post and also under registered cover and requested for grant of leave. In cross-examination management did not controvert such statements. Enquiry Officer in his conclusion held that there was lapse on part of the charged employee which attracts punishment but as he was compelled to remain absent due to illness, the charged employee should be provided with opportunity to be punctual in attendance in future. Management of ECL finally decided to dismiss the workman by issuing letter of dismissal dated 01/02/1992 (Exhibit M-5). In my considered view, role of the Enquiry Officer is to find out whether charge has been established against the workman or

not. Once the Enquiry Officer held the charged employee guilty of lapse in duty, it was not within his jurisdiction and authority to suggest the nature of punishment that should be awarded against the guilty employee. The Competent Authority in this matter is the General Manager and he is not duty bound to accept the lenient view of the Enquiry Officer. At the relevant time when order of dismissal was passed against Bipad Taran Ghanty, Hon'ble Supreme Court did not lay down the law that a second show cause Notice should be issued to the charged employee before awarding punishment against him so that he had opportunity to explain. Therefore, I hold that non-issuance of second show cause Notice did not vitiate the enquiry proceeding and the punishment imposed against the workman. The competent Authority is vested with jurisdiction as to the nature of punishment to be imposed against the charged workman. In the instant case workman remained absent without any

prior permission, leave or information to the employer company for a considerable period, of more than one year. Therefore, punishment of dismissal passed by the General Manager of the Area is not found disproportionate to the charge established against the employee. Unauthorized absence of the workman for a period of one year and two months leading to his dismissal from service does not constitute a harsh or disproportionate punishment.

10. Ld. Advocate for the management argued that the Industrial Dispute raised after twenty five years from dismissal is a stale case and the dismissed workman is not entitled to get any relief. To consider this contention it is necessary to examine the provision of Section 10 of the Industrial Disputes Act which lays down as follows: "10(1) Where the appropriate Government is of the opinion that any Industrial Dispute exists or is apprehended, it may at any time], by order in writing,-

(d) refer the dispute or any matter appearing to be connected with, or relevant to, the dispute, whether it relates to any matter specified in the Second Schedule or the Third Schedule, to a Tribunal for adjudication." The words "at any time" used in Section 10 suggests that there is no period of limitation in making an order of reference. At the same time, appropriate government has to bear in mind as to whether dispute is still existing or a live dispute and has not become a stale claim, if not so, reference can be refused. Once a dispute has been accepted by the appropriate government as an existing dispute, there is no reason for the management to contend that the Industrial Dispute referred for adjudication is not maintainable. It is, however, an accepted position in adjudication of an Industrial Dispute that a stale claim should not be generally encouraged or allowed unless there is a satisfactory explanation for delay. Giving audience to such claims after long lapse of time would have an unsettling effect upon the employer's financial arrangements and dislocation of industry. In the case of **Sapan Kumar Pandit Vs. Uttar Pradesh State Electricity Board, [(2001) SCC (L&S) 946]**, the Hon'ble Supreme Court emphasized that limitation period for making the reference is co-extensive with the existence of dispute, meaning thereby that the dispute should be alive on the day when the decision was taken to make a reference or to refuse to make reference. In the facts of that case, the Court found that dispute remained alive and, therefore, reference was legally made. What is significant is that the Court in that judgment interpreted the words "at any time" occurring in Section 10 of the Act and clarified that though these words, prima facie, indicate that there is no time-limit for making the reference, but such a meaning cannot be assigned to these words and the real test is the existence of a dispute on the date of reference for adjudication. On a clear reading of the facts and circumstances of this case, I find that the workman took recourse to this Industrial Dispute after twenty five years from the date of his dismissal from service. There is lack of promptitude on his part and the Industrial Dispute relating to his claim for reinstatement and other consequential reliefs does not exist after such a long period. At this juncture, it appears that the petitioner by initiating this Industrial Dispute had taken a chance but the fact situation establishes that his claim is a stale one and cannot be entertained after long lapse of time. The Hon'ble Supreme Court in a case of **Prabhakar Vs. Sericulture Department [(2015) 15 SCC]**, held that in those cases where there was no agitation by the workman against his termination and the dispute is raised belatedly and the delay or laches remain unexplained, it would be presumed that he had waived his right or acquiesced into the act of termination and, therefore, at the time when the dispute is raised it had become stale and was not an "existing dispute". In such circumstances, the appropriate Government can refuse to make reference. In the alternative, the Labour Court/Industrial Court can also hold that there is no "industrial dispute" within the meaning of Section 2(k) of the Act and, therefore, no relief can be granted. On the basis of guiding principle laid down in the decisions referred above, I hold that in the present case the dispute having been raised after twenty five

years from the date of termination from service is a stale one and the petitioner is not entitled to get any relief. Industrial Dispute is accordingly dismissed.

Hence,

ORDERED

that the Industrial Dispute is dismissed on contest against Bipad Taran Ghanty and he is not entitled to get any relief of reinstatement in service or back wages. Management of ECL is directed to disburse all legal dues to the dismissed workman, if not paid earlier. Let an Award be drawn up in the light of my above discussion. Let copies of Award in duplicate be communicated to the Ministry for information and Notification.

ANANDA KUMAR MUKHERJEE, Presiding Officer

नई दिल्ली, 9 जून, 2026

का.आ. 1207.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार ई सी एल के प्रबंधतंत्र के संबद्ध नियोजको और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में **केन्द्रीय सरकार औद्योगिक अधिकरण – सह – श्रम न्यायालय**, आसनसोल के पंचाट (संदर्भ संख्या-**29/2022**) को प्रकाशित करती है,

[फा. सं. एल-22012/64/2022-आईआर (सीएम-II)]

जयदीप यादव, उप निदेशक

New Delhi, the 9th June, 2026

S.O. 1207.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (**Reference.29/2022**) 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,

[F. No. L-22012/64/2022– 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. 29 OF 2022

PARTIES: Milo Mejhain
(Daughter of Late Mukhi Mejhain)

Vs

Management of J. K. Nagar Colliery, Satgram Area, 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 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-22012/64/2022-IR(CM-II)** dated 04/07/2022 has been pleased to refer the following dispute between the employer, that is the Management of J. K. Nagar Colliery, Satgram Area of Eastern Coalfields Limited and their workman for adjudication by this Tribunal.

SCHEDULE

“Whether the action of the Management of J.K. Nagar Colliery under Satgram Area of M/s. Eastern Coalfields Ltd. in declining to consider the claim for employment of Milo Mejhain, dependent daughter of Late Mukhi Mejhain, Ex-Wagon Loader of J.K. Nagar Colliery under the provisions of NCWA is proper, legal and justified? If not, to what relief the dependent daughter is entitled?”

1. On receiving Order **No. L-22012/64/2022-IR(CM-II)** dated **04/07/2022** from the Government of India, Ministry of Labour, New Delhi for adjudication of the dispute, a **Reference case No. 29 of 2022** was registered on 04.07.2022/01.08.2022 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.

2. Milo Mejhain, dependent daughter of Mukhi Mejhain filed written statement on

06/01/2023 through Koyala Mazdoor Congress. Fact of the case in brief as disclosed in the written statement is that Mukhi Mejhain was employed as a Wagon Loader at J. K. Nagar Colliery under Satgram Area, ECL. She died in harness on 08/05/1996 leaving behind her husband and two daughters namely Milo Mejhain and Hakumoni Mejhain. Milo Mejhain is unmarried and she claimed employment against her deceased mother as per the provision of NCWA. She submitted an application and relevant documents in support of her claim. Management of ECL delayed in processing her prayer for employment and after spending four years she was informed by the management by letter dated 13/14.02.2014 that her file related to employment was incomplete and some queries were made by ECL. After submitting answers to all queries, employment proposal was sent to the ECL-Headquarters for approval. After a considerable period, the Sr. Manager (Personnel)/Empl informed the Sr. Manager (P)/IC, Satgram Area that the Competent Authority of ECL regretted the prayer for employment of Milo Mejhian by letter dated 12/04/2016. According to the union, management has delayed the entire process and took twenty years to regret the claim for employment. Management did not inform the dependent of the deceased employee and same came to the knowledge of the daughter after passage of some more time. Having no other alternative, dependent daughter of the deceased employee raised this Industrial Dispute before RLC (C), Asansol and the matter has been referred to this Tribunal. Milo Mejhain in her written statement has prayed for providing her employment under ECL as per the provision of NCWA and for payment of Monetary Compensation in lieu of employment from date of death of the employee till the date when employment would be provided to her.

3. Management contested the case by filing written statement on 06/01/2023. According to the management, Milo Mejhain submitted an application for employment only on 11/04/2011. Name of Milo Mejhain has been recorded as dependent of the deceased employee as such her proposal for employment was processed in May, 2011. According to management, Milo Mejhain had submitted her claim for employment after fifteen years from the date of death of her mother. A police verification was held by Asansol-Durgapur Police Commissionerate in August, 2013 for verification of identity of the claimant. After receiving clarification and police verification report, proposal for employment was sent to the higher authority. The Competent Authority after examining the proposal declined to consider the prayer for employment of Milo Mejhain against death of Mukhi Mejhain since the applicant was minor at the time of death of her mother and alleged that claim has been made after lapse of twenty years. According to the management, claim for employment is not within the purview of clause 9.3.2 of NCWA. It is contended that denying employment to Milo Mejhain is justified and the dependent daughter is not entitled to get relief in this reference case.

4. Short point for consideration in this case is whether management of ECL is justified in denying employment to Milo Mejhain, dependent daughter of Late Mukhi Mejhain, Ex-employee and if not, what relief the dependent is entitled to?

5. Milo Mejhain has been examined as Workman Witness-I. She filed her affidavit-in-chief, reiterating her case disclosed in the written statement. In the affidavit-in-chief she stated that she is entitled to get employment under ECL as per the provision of NCWA. She further averred that her younger sister got married and her father has died. She also stated that she should either be provided with employment or paid Monetary Compensation for maintaining her livelihood. In course of evidence, witness produced the following documents:

- (i) copy of death certificate of Mukhi Mejhain issued by the Central Hospital, Kalla is marked as Exhibit W-1.
- (ii) copy of death registration certificate of Mukhi Mejhain is marked as Exhibit W-2.
- (iii) copy of application submitted by Sufla Majhi, her father, before the Agent, J. K. Nagar Colliery informing about the death of her mother and also prayed for providing him employment as a dependent is marked as Exhibit W-3.
- (iv) copy of reminder issued by her father for his employment is marked as Exhibit W-4.
- (v) copy of another application submitted by her father on 11/09/1998 where he prayed for providing employment to her as a dependent is marked as Exhibit W-5.
- (vi) copy of letters issued by her father seeking payment of amount of Life Cover Scheme and Gratuity in respect of Mukhi Mejhain are marked as Exhibit W-6 and Exhibit W-7 respectively.
- (vii) copy of letter dated 26/04/2006 issued by the Agent, J. K. Nagar Colliery addressed to the Personnel Manager seeking his advice for taking action on the basis of fresh proposal submitted by Milo Mejhain dated 01/04/2006 for her employment, is marked as Exhibit W-8.
- (viii) copy of letter dated 08/04/2008 addressed to Milo Mejhain to appear at the office for completing her file for employment is marked as Exhibit W-9.
- (ix) copy of letter dated 14/02/2014 addressed to the petitioner Milo Mejhain for rectification of discrepancy in documents submitted by her is marked as Exhibit W-10.
- (x) copy of LTC form submitted by Mukhi Mejhain is marked as Exhibit W-11.
- (xi) copy of death certificate of Sufla Majhi is marked as Exhibit W-12.
- (xii) copy of letter dated 12/04/2016 issued by the management of ECL regretting the claim for employment on the ground of delay, is marked as Exhibit W-13.

In Cross-Examination witness deposed that she was fifteen to sixteen years of age at the time of death of her mother. She denied that management did not deprive her of employment or that management has not committed illegality by not providing employment to her.

6. Mr. Subir Dey has been examined as Management Witness-I. In support of their case, Subir Dey filed an affidavit-in-chief where he averred that Milo Mejhain submitted her claim for employment on 11/04/2011 in the capacity of unmarried daughter of the deceased employee. He further stated that the claim for employment was processed in May, 2011. According to the management witness, application for employment has been submitted after long fifteen years since death of her mother. Specific case of the management for not providing employment to Milo Mejhain is that the Competent Authority declined to provide employment since the applicant was minor at the time of death of the employee and the application has been filed after passage of twenty years. During examination, Management Witness filed the following documents:

- (i) copy of application submitted by Milo Mejhain is marked as Exhibit M-1
- (ii) copy of another application submitted before the Agent on 12/04/2011 is marked as Exhibit M-2.
- (iii) copy of attestation form submitted by Kumari Milo Mejhain on 01/04/2010 in four pages is collectively marked as Exhibit M-3.

(iv) copy of service record excerpt of the deceased employee which bears name of Milo Mejhain as daughter is marked as Exhibit M-4.

(v) copy of letter issued by ECL, Head Quarters regretting prayer for employment on

the ground that the case was coming after twenty years from death of employee is marked as Exhibit M-5.

In cross-examination management witness deposed that he is unable to identify if Exhibit W-5 was submitted by Sufla Majhi on 11/09/1998 claiming employment for his daughter. In further course of cross-examination, witness deposed that Milo Mejhain was not referred to the Initial Medical Examination for her medical examination and she was informed on 12/04/2016 that her application was rejected as it had been preferred after lapse of twenty years. Witness stated that the management has not committed illegality by rejecting her application.

7. Mr. Rakesh Kumar, union representative advancing argument on behalf of Milo Mejhain submitted that mother of the claimant died on 08/05/1996 in harness. Initially, Sufla Majhi, father of Milo Mejhain claimed employment as a dependent spouse (Exhibit W-3) but no employment was provided to him. Thereafter, Sufla Majhi filed an application on 11/09/1998 (Exhibit W-5) praying for providing employment to Milo Mejhain in place of her deceased mother. Management did not process his prayer for employment. On two occasions management issued letter dated 26/04/2006 (Exhibit W-8) and letter dated 08/04/2008 (Exhibit W-9) informing that application submitted by Milo Mejhain on 01/04/2006 was incomplete. On 14/02/2014, management informed Milo Mejhain that xerox copy of LTC option form, caste certificate and others were not found enclosed with the application for employment and documents were signed and certified by the MLA of Jamuria Constituency which could not be accepted as she was residing under Asansol constituency. In the year 2014, she was asked to rectify defect and submit her application afresh. After application was submitted by Milo Mejhain, management informed Sr. Manager (P)/IC, Satgram Area under letter dated 12/04/2016 that the daughter claiming employment was a minor at the time of her mother's death and application has been made after delay of twenty years for which application was rejected without considering it on merit. Mr. Kumar argued that management of ECL has deliberately delayed in considering her prayer for employment. Husband of the deceased employee submitted application for providing employment to her daughter on 11/09/1998 but the management did not consider the same. Thereafter management admitted in their letter that Milo Mejhain submitted application on 01/04/2006 but no decision was taken for ten years and only on 12/04/2016 management communicated decision of the Competent Authority and forwarded a copy of letter to Milo Mejhain on 07/06/2016. It is urged that as per the provision of clause 9.5.0 (iii) of NCWA, if no employment is offered to a dependent and at the relevant time the dependent is twelve years and above in age, his name is required to be maintained in live roster and would be provided employment commensurate with his skill and qualifications when he attains the age of eighteen years. Mr. Kumar submitted that management discriminated female dependent by not providing her with employment as per clause 9.5.0 (ii) on her attaining majority on 26/04/2006. It is claimed that the female dependent is also entitled to get Monetary Compensation from the date of death of her mother till employment is provided to her.

8. Mr. P. K. Das, Id. Advocate for ECL in reply argued that on date of death of Mukhi Mejhain on 08/05/1996, her husband submitted an application praying for providing employment to him in place of his deceased wife. It is argued that no application was submitted by Milo Mejhain at any time and no copy of such application has been produced. With reference to application dated 11/09/1998 said to be submitted by Sufla Majhi seeking employment for Milo Mejhain, it is argued that no such application has been filed by the husband of the deceased. Referring to cross-examination of MW-I, Id. Advocate submitted that no suggestion was given to the witness that application dated 11/09/1998 was submitted by Sufla Majhi claiming employment for his daughter. Witness was simply asked if it was possible to state whether Sufla Majhi submitted application dated 11/09/1998 (Exhibit W-5) to which the witness replied that it is not possible to state if such letter had been submitted. Trend of cross-examination of MW-I does not establish that dependent submitted application on 11/09/1998 claiming employment for the dependent daughter. Id. Advocate further pointed out that Milo Mejhain was a minor at the time of death of her mother in the year 1996. Referring to clause 9.5.0 (iii) of NCWA it is argued that name of minor male dependent can only be maintained in live roster if he is above twelve years of age at the time of death of the employee. It is

contended that there is no provision in NCWA for maintaining the name of female dependents in live roster for providing employment on her attaining majority. Further contention of the management is that dispute has been raised nearly twenty years after demise of the employee as such the prayer for employment cannot be sustained under the provision of NCWA and the Industrial Dispute is liable to be dismissed.

9. I have considered the arguments advanced on behalf of the union and the management in the backdrop of the facts and circumstances of the case as disclosed in the pleading of parties and supporting evidence adduced by them. Compassionate appointments are provided to dependents so that family of the deceased is able to tide over the immediate financial penury which the family of the deceased employee faces upon death of the employee. However, compassionate appointment under certain circumstances becomes a matter of right if it arises out of terms of employment of the deceased employee. Usually, grant of compassionate appointment takes place on considering the financial condition of the family and a reasonable time within which such application has to be made by the family members for a successful and valid consideration of the claim by the employer company.

10. In the instant case, NCWA-V governs the rights of the dependent for providing

compassionate employment. NCWA has been arrived at between the employer and the employees and it is considered as a settlement under section 2(p) of the Industrial Disputes Act, 1947 which binds parties under section 18(3) of the Act. Related provisions regarding providing employment have been laid down from clause 9.3.0 to 9.5.0 of the NCWA but none of them provide any time limit for applying for employment and it does not prescribe any financial solvency of family as a disqualification.

11. In the instant case Milo Mejhain submitted an application before the management of ECL claiming employment. I find from letter dated 23/26.04.2006 (Exhibit W-8) issued by the Agent, J. K. Nagar (R) Mines addressed to the Personnel Manager, Satgram Area that a fresh proposal has been submitted by the applicant, Kumari Milo Mejhain dated 01/04/2006. Therefore, it is clear that Milo Mejhain on earlier occasion submitted an application for herself. It further transpires that Milo Mejhain submitted complete application along with documents on 11/04/2011 (Exhibit M-1). She prayed for providing her employment in place of her deceased mother. It may be gathered from the attestation form (Exhibit M-3) that she claimed to be thirty two years of age at the time of submitting the form on 01/04/2010. Therefore, on the date of death of her mother on 08/05/1996 Milo Mejhain was eighteen years of age. In the service record excerpt of Mukhi Mejhain (Exhibit M-4), age of Milo Mejhain was recorded as two years on 01/04/1987. Therefore, according to service record excerpt her age is computed as more than eleven years in the year 1996. In the instant case, dependent daughter has not produced any document in support of the age as claimed by her. Under such circumstances management of ECL is legally entitled to consider age of the dependent daughter as per recorded in the service record excerpt of the Ex-employee, Mukhi Mejhain. It transpires from the materials on record that at the time of death of the employee, present petitioner was a minor and twelve years of age.

12. Management of ECL refuted the claim that Sufla Majhi submitted an application on 11/09/1998 claiming employment for the dependent daughter. Management on the other hand admitted that an application was filed by Milo Mejhain on 01/04/2006 claiming employment for herself. From the service record of Mukhi Mejhain it transpires that her daughter, Milo Mejhain was aged eleven years in the year 1996, at the time of death of her mother. In the year 2006, at the time she claimed employment she had already attained majority. Provision governing employment to the dependent of the employee who died while in service of the company has been enshrined in clause 9.3.2 of NCWA-V. It lays down that in so far as female dependents are concerned, their employment or payment of monetary compensation to them would be governed by clause 9.5.0. Clause 9.3.3 specifies various dependent for the purpose of compassionate appointment. It provides that wife or husband as the case may be, unmarried daughter, son and legally adopted son would be considered as dependent of the deceased employee for the purpose of grant of compassionate appointment. If no such direct dependent is available, then brother, widowed daughter or daughter-in-law or son-in-law residing with the deceased and almost wholly dependent on the earnings of the deceased may be considered to be dependent of the deceased.

13. Clause 9.5.0 (iii) of the NCWA provides a situation where there is a minor male dependent in the family of the deceased employee and such family seeks to preserve the right of such male dependent to receive employment on his attaining the age of majority and during the period the male dependent is a minor and above fifteen years, his name is to be maintained in the live roster until he attains eighteen years

of age. It is clear that clause 9.5.0 (iii) does not govern the right of a female dependent, in a family of the deceased employee, where there is no male dependent, to receive employment or monetary compensation. Clause 9.5.0 (ii) provides that female dependent whose age is below forty five years and above eighteen years. She can either opt for grant of employment or monetary compensation and the employer has no choice but grant her employment. However, if such female dependent is a minor on the date of death of the deceased employee, she cannot be denied the right of exercising the option between employment and monetary compensation in terms of clause 9.5.0 (ii) on the plea of the Mines Act, or otherwise. Therefore, in case of female dependent who is a minor at the time of death of the employee, her name is not required to be maintained in live roster unlike male dependent as per the provision of clause 9.5.0 (ii).

14. In the instant case, Milo Mejhain on attaining her adulthood submitted an application in April, 2006, opting for employment in place of the deceased employee. Evidence reveals that she is still unmarried and was almost wholly dependent on the earnings of the deceased. Management of ECL by referring to clause 9.5.0 (iii) of NCWA regarding the case of female dependent members has misdirected itself by not considering application of Milo Mejhain in the proper perspective under the relevant provision of clause 9.5.0 (ii), in a case where deceased employee has left behind no male dependent.

15. Hon'ble High Court of Calcutta has dealt with similar circumstances in the case of **Sukumoni Hembram Alias Sukumoni Mejhain vs The Union of India and Others [MAT 27 of 2024]**, where in paragraph forty one (41) the Hon'ble Division Bench has held that "Clause 9.5.0 (ii) vests the right of exercising an option between employment and monetary compensation with a female dependent below forty five years. Once a right stand vested it can be taken away by a process approved by law. In a given case, when the female dependent is below forty five years but above eighteen years she can opt for either grant of employment or monetary compensation. If she opts for employment employer has no choice but grant her employment. However, if such female dependent is a minor on the date of death of the deceased employee, she cannot be denied the right of exercising the option between employment and monetary compensation in terms of clause 9.5.0 (ii) on the plea of the Mines Act, or otherwise. Right to employment or monetary compensation stood vested in the female dependent under clause 9.5.0 (ii) notwithstanding she being a minor on the date of death. This vested right can be taken from her only by a process approved by law." In paragraph forty four (44) it has been laid down that "Clause 9.5.0 (iii) of the NCWA provides for a scenario where there is a minor male dependent in the family of the deceased employee and such family seeks to preserve the right of such male dependent to receive employment on his attaining the age of an adult. Clause 9.5.0 (iii) does not govern the right of a female dependent, in a family of the deceased employee, where there is no male dependent, to receive employment or monetary compensation." The Hon'ble High Court further directed the respondent authorities to grant compassionate appointment to the appellant i.e. female dependent expeditiously and preferably within a period of four weeks from the date of communication of the order. A Special Leave to the Appeal was preferred before the Hon'ble Supreme Court of India against the judgement and order passed by the Division Bench of the High Court, which was dismissed, finding no reason or ground to interfere with the same. In the present case, the age of Milo Mejhain at the relevant time when she submitted her application was below thirty five years. Management on their part has delayed the entire process in considering the appropriateness of providing employment to the female dependent as per NCWA. Management thereby has acted in an illegal and arbitrary manner by issuing letter dated 12/04/2016 to Milo Mejhain that her application for employment was rejected as it was preferred after lapse of twenty years. It needs to be borne in mind that the delay in adjudicating the claim was on the part of the management which took ten years to reject the claim of the dependent daughter without any cogent ground. Management is duty bound to comply the provision of clause 9.5.0 (ii) and in view of my above discussion I hold that Milo Mejhain is entitled to get compassionate appointment in place of her deceased mother. Management of ECL is accordingly directed to grant employment to Milo Mejhain, female dependent of the deceased employee within two months from the date of communication of the Award after complying with necessary formalities. Since dependent has exercised her option for employment, she would not be entitled to monetary compensation.

Hence,

ORDERED

that the Industrial Dispute is allowed on contest against the management of J. K. Nagar Colliery, Satgram Area of ECL. Management of ECL is directed to grant compassionate appointment to Milo Mejhain within two months from the date of communication of the Award on compliance of necessary formalities. Let an Award be drawn up in the light of my above findings and let copies of the Award in duplicate be communicated to the Ministry for information and Notification.

ANANDA KUMAR MUKHERJEE, Presiding Officer

नई दिल्ली, 10 जून, 2026

का.आ. 1208.—औद्योगिक विवाद अधिनियम (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार भारत संघ, सचिव, संचार एवं सूचना प्रौद्योगिकी मंत्रालय, डाक विभाग, डाक भवन, संसद मार्ग, नई दिल्ली, डाकघर अधीक्षक, ऊना मंडल, ऊना (हिमाचल प्रदेश) के प्रबंधन के संबद्ध नियोजकों और श्री मस्तान सिंह, कर्मचारी के बीच अनुबंध में निर्दिष्ट केन्द्रीय सरकार औद्योगिक अधिकरण- सह- श्रम न्यायालय, चंडीगढ़ पंचाट (संदर्भ संख्या-21/2022) को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है।

[फा. सं. एल-42025 / 07 / 2026 / 19-आईआर(डीयू)]

सलोनी, उप निदेशक

New Delhi, the 10th June, 2026

S.O. 1208.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 21/2022) of the **Central Government Industrial Tribunal cum Labour Court, Chandigarh** as shown in the Annexure, in the Industrial dispute between the employers in relation to the **Union of India through the Secretary, Ministry of Communications and IT, Department of Posts, Dakbawan, Sansad Marg, New Delhi, The Superintendent of Post Office, Una Division, Una (HP) and Shri. Mastan Singh, workman.**

[F. No. L-42025/07/2026/19-IR(DU)]

SALONI, Dy. Director

ANNEXURE

**In the Central Government Industrial Tribunal-cum-Labour Court-I, Chandigarh
(Present:-Mr. Kamal Kant, Presiding-cum-Link Officer).**

ID No.21/2022

Mastan Singh S/o Sh. Panna Lal, aged 55 years, working as GDS BPM P.O. Andora, Tehsil Amb, Distt. Una (HP)-177203.

----- Workman

Versus

1. Union of India through the Secretary, Ministry of Communications and IT, Department of Posts, Dakbawan, Sansad Marg, New Delhi-110001.
2. The Superintendent of Post Office, Una Division, Una (HP) -174303.

----Respondents

Present:- Sh. R.P. Rana, AR for workman.
Sh. Narinder Kumar Vashisht AR along with Sh.
Sarang Panni (Inspector) for respondents.

AWARD :11.02.2026

1. The present industrial dispute has been filed by the workman under Section 2(A) of the Industrial Disputes Act, 1947 (hereinafter called as the Act) with a prayer to reinstate him in service with continuity in service and all consequential benefits from the date of termination i.e. 13.07.2017.

2. In this case, an application dated 16.09.2025 was moved on behalf of the workman seeking permission to withdraw the Industrial Dispute. Today, AR of workman also made the following statement:-

“Stated that workman had expired on 25.03.2025 and left behind widow and son his legal heirs. Since the respondents assured that son of the deceased workman will be considered for appointment as GDS BPM(Branch Post Master) on compensate ground. In view of the above and also an application dated 16.09.2025 I withdraw the present Industrial Dispute.”

3. In view of the application and statement of AR for workman, 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, Presiding-cum-Link Officer

नई दिल्ली, 10 जून, 2026

का.आ. 1209.—औद्योगिक विवाद अधिनियम (1947 का 14) की धारा 17 के अनुसरण में, हिमालयी जैवसंसाधन प्रौद्योगिकी संस्थान (सीएसआईआर परिसर), पालमपुर, हिमाचल प्रदेश के निदेशक, ओम प्रकाश (सरकारी ठेकेदार), हिमाचल प्रदेश के प्रबंधन के संबद्ध नियोजकों और श्री राज कुमार कर्मचारी के बीच अनुबंध में निर्दिष्ट केन्द्रीय सरकार औद्योगिक अधिकरण- सह- श्रम न्यायालय, चंडीगढ़ पंचाट (संदर्भ संख्या-144/2015) को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है।

[फा. सं. एल-42025/07/2026/23-आईआर (डीयू)]

सलोनी, उप निदेशक

New Delhi, the 10th June, 2026

S.O. 1209.— In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 144/2015) of the **Central Government Industrial Tribunal cum Labour Court, Chandigarh** as shown in the Annexure, in the Industrial dispute between the employers in relation to the **Director Institute of Himalayan Bioresource Technology, (CSIR Complex) Palampur, Himachal Pradesh, Om Parkash (Govt. Contractor) Himachal Pradesh and Shri Raj Kumar** workman.

[F. No. L-42025/07/2026/23-IR(DU)]

SALONI, Dy. Director

ANNEXURE

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

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

ID No.144/2015

Raj Kumar S/o Sh. Bhodu Ram through R K Singh Parmar, General Secretary Punjab INTUC L-211 Brari PO Partap Nagar, Nangal, Tehsil Nangal, District Rupnagar (Punjab)

----- Workman

Versus

1. Director Institute of Himalayan Bioresource Technology, (CSIR Complex) Palampur, District Kangra, Himachal Pradesh.
2. Om Parkash (Govt. Contractor) S/o Sh. Dumnoo Ram, R/o VPO Kandral, Tehsil Baijnath, District Kangra, Himachal Pradesh.

----Respondents

Present:- Sh. R P Rana, AR for workmen.

Sh. G S Sidhu, AR for respondent no.1.

Sh. K B Sharma, AR for respondent no.2.

AWARD :21.01.2026

1. Workman has filed the present petition/complaint under Section 33A of the Industrial Disputes Act, 1947 (hereinafter called the Act) against his termination by respondent no.1 & 2 on 28.11.2024.
2. The brief facts, related to the case are that the workman was terminated orally by respondents on 28.11.2014 during the pendency of the main reference bearing no.255 of 2013 contravening Section 33 of the Act. It is prayed that termination be set aside and appropriate order be passed.
3. Notice of complaint was given to the respondents.
4. Respondent no.1 filed reply thereof maintaining therein that the workman was never employed by respondent no.1 and no master and servant relation exists between respondent no.1 and the workman. Workman was deployed by respondent no.2 as a part of the man-force for executing the work in terms of the agreement dated 18.07.2013 which expired in July, 2014 and thereafter no further contract was awarded to respondent no.2 nor any man-force has been deployed. The respondent No.2 had been paid the bills submitted by him, in terms of the agreement with him. Termination of service of the workman is on the part of respondent No.2 i.e. contractor. In any case, since the workman was never employed in the service of respondent no.1, the question of violation of any service condition during the pendency of the reference No.255 2013 does not arise against respondent no.1. It is prayed that the application may be rejected against respondent no.1.
5. Respondent no.2 also filed reply, maintaining therein that respondent no.2 himself earlier was a worker with respondent no.1 since 1988 and it is only in the year 1995 respondent no.2 was registered as Government Contractor. The workman was already working with respondent no.1, when the contract was allotted to respondent no.2. Neither the workman was engaged by respondent no.2 nor the services of the workman were ever terminated by respondent no.2. It is the respondent no.1 who used to select the employees like workman and respondent no.2 has no role in the same. Thus, it shows that the contract was just an eyewash and respondent no. 1 is selecting and terminating the workman and other workmen. Respondent no.2 was allotted contract by the respondent no.1 in different years and sometime the contract was allotted to other contractor, whereas the employees/workers remains same despite the change of contractor. Meaning thereby respondent no.1 is the controlling authority of the workman including their engagement, termination etc. and the even the wages of workman were also decided by respondent no.1 only and the contractor has no role to play in the same. From 2017, onwards contract was not allotted to the answering respondent. The services of the workman were not terminated by the answering respondent and the same were terminated by the respondent no. 1. It is prayed that the present petition against respondent no.2 may be dismissed.

Evidence of parties:-

6. In order to prove his case, workman examined himself as WW1 and tendered into evidence his affidavit Ex.WW1/A and cross examined by the AR for respondent no.1. AR for workman closed the evidence on 15.10.2019.
7. List of documents, original exhibited with ID No.85/2015 Bir Singh Vs IHBT, photocopy placed in file:-

Sr. No.	Document	Dated	Exhibit
1.	Bill	24.05.2013	Ex.W-1
2.	Bill	22.03.2021	Ex.W-2
3.	Bill	22.03.2021	Ex.W-3
4.	Bill	22.07.2010	Ex.W-4
5.	Bill	23.03.2007	Ex.W-5
6.	Bill	28.03.2007	Ex.W-6
7.	Bill	07.09.2010	Ex.W-7

8. Respondent no.1 has examined Sh. Virender Lamba, Administrative Officer, CSIR-IHBT, Palampur as RW1, who tendered into evidence his affidavit RW1/A along with documents RW1/1 and RW1/2 and has been cross examined by AR for workman. AR for respondent no.1 closed the evidence on 12.02.2025.

List of documents:-

Sr. No.	Agreement	Dated	Period
1.	Agreement with M/s Om Prakash Kapoor (Part of Ex.RW-1/1 Colly)	05.05.1999	01.05.1999 to 30.04.2000
2.	Agreement with M/s Om Prakash Kapoor (Part of Ex.RW-1/1 Colly)	05.05.1999	01.04.1999 to 31.03.2000
3.	Letter (Part of Ex.RW-1/1 Colly)	16.07.2001	16.07.2001 to 15.07.2002
4.	Agreement with M/s Om Prakash Kapoor (Part of Ex.RW-1/1 Colly)	17.07.2002	16.07.2002 to 15.01.2003
5.	Agreement with M/s Om Prakash Kapoor (Part of Ex.RW-1/1 Colly)	16.10.2008	06.10.2008 to 05.10.2009
6.	Agreement with M/s Om Prakash Kapoor (Part of Ex.RW-1/1 Colly)	16.10.2008	06.10.2008 to 05.10.2009
7.	Agreement with M/s Om Prakash Kapoor (Part of Ex.RW-1/1 Colly)	16.10.2008	06.10.2008 to 05.10.2009
8.	Agreement with M/s Om Prakash Kapoor (Ex.RW-1/1 Colly)	07.01.2010	Two years
9.	Agreement with M/s Om Prakash Kapoor (Part of Ex.RW-1/1 Colly)	07.12.2010	Two years
10.	Letter (Part of Ex.RW-1/1 Colly)	01.12.2010	01.12.2010 to 30.11.2012
11.	Agreement with M/s Om Prakash Kapoor (Part of Ex.RW-1/1 Colly)	07.12.2010	Two years
12.	Agreement with M/s Om Prakash Kapoor (Part of Ex.RW-1/1 Colly)	07.12.2010	Two years
13.	Letter (Part of Ex.RW-1/1 Colly)	01.12.2010	01.12.2010 to 30.11.2012
14.	Agreement with M/s Om Prakash Kapoor (Part of Ex.RW-1/1 Colly)	09.12.2012	Two years
15.	Letter (Part of Ex.RW-1/1 Colly)	04.12.2012	07.12.2012 to 06.12.2014

16.	Agreement with M/s Om Prakash Kapoor (Part of Ex.RW-1/1 Colly)	09.12.2012	Two years
17.	Letter (Part of Ex.RW-1/1 Colly)	04.12.2012	07.12.2012 to 06.12.2014
18.	Agreement with M/s Om Prakash Kapoor (Part of Ex.RW-1/2)	19.12.2012	19.12.2014

9. Respondent no.2 has examined Sh. Om Parkash S/o Sh. Dumnnoo Ram, who tendered into evidence his affidavit MW2/A along with documents MW2/1 to MW2/5 and has been cross examined by AR for workman as well as by AR for respondent no.1. AR for respondent no.2 closed the evidence on 08.10.2025.

List of documents:-

Sr. No.	Document	Date	Exhibit
1.	Experience Certificate	01.01.1994	MW2/1
2.	EPF slips of Suresh Kumar and Tilak Raj		MW2/2
3.	Pay Slip		MW2/3
4.	Attendance Register		MW2/4
5.	Agreement	24.05.1996	MW2/5
6.	Agreement	05.04.2016	MW2/6
7.	Letter	07.10.2014	Mark 2/A
8.	Undertaking		Mark 2/B

Submissions of workman:-

10. While arguing the case, AR for workman contended that in this case, reference was pending before this Tribunal bearing **ID No.255 of 2013 titled as The General Secretary, Institute of Himalayan Bio-Source Technology (CSIR) Shramik Sangh, Palampur, Distt. Kangra versus The Director, Himalayan Bio-source Technology (CSIR)** regarding regularization of service and accepting all other demands raised by union of workers, of which present workman is also a party. During the pendency of that reference, workman was removed from service orally on 28.11.2014 by respondent no.2 without seeking permission from this Court under Section 33(2)(b) of the Act, which is illegal. Workman would be deemed to be in the service of respondent no.1. He further contended that in this case, respondent no.2 was allotted contract by respondent no.1 for the period 19.12.2012 to 18.12.2014. However, the said period was reduced to 30.11.2014 as per Mark 2/A and the workman was paid salary upto 28.11.2014 and on that date, his services were dispensed with. He thus contended that the workman is liable to be reinstated into service.

Submissions of respondent no.1:-

11. While arguing the case, AR for respondent no.1 contended that IHBT i.e. respondent no.1 being subsidiary of CSIR is not covered under the definition of Industry as defined under the Act. To support this view, he place reliance upon **Central Institute of Medicinal and Aromatic Plants and others versus Sri Rishi Dev Mishra and other (Writ –C No.1005010 of 2006)**.

12. He further contended that there is no master and servant relation between respondent no.1 and the workman. To support this view, he placed reliance upon **The Joint Secretary, Central Board of Secondary education and another versus Raj Kumar Mishra and another (SLP (C) No.22030 of 2023)**. He further placed reliance upon **Kirlosker Brothers Ltd. Vs. Ramcharan and others (2022 INSC 1255)**. He further contended that CSIR Service Rules are not applicable to the workman. No appointment letter was given to the workman. He thus contended that the complaint be dismissed.

Submissions of respondent no.2:-

13. While arguing the case, AR for respondent no.2 contended that respondent no.2 has engaged workman and other workmen, who have already filed reference bearing ID No.255/2013 and during the pendency of the case, workman was removed from the service on the asking of respondent no.1 principle employer as per Mark 2/A. Further no permission from the competent authority was taken before terminating the services of the workman as it was not necessitated.

Findings:-

14. I have given due consideration to the arguments advanced by Sh. R P Rana (AR for workman), Sh. G S Sidhu (AR for respondent no.1) and Sh. K B Sharma (AR for respondent no.2).

15. First question which arise for consideration is whether the applicant is workman as defined under Section 2(s) of the Act. To my mind, the claimant is a workman within the definition of Section 2(s) of the Act. In this regard, reliance can be made to the decision in the case of **Devinder Singh Vs. Municipal Council, Sanaur, AIR 2011 Supreme Court 2532**, wherein the Hon'ble Apex Court while interpreting the provisions of Section 2(s) of the Act which deals with the definition of "workman" has observed as under :

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

It is clear from the perusal of aforesaid observations that even if a person is engaged on temporary, part time or contract basis or for doing any other kind of work and is duly paid wages for the said work, in that eventuality such a person would be covered by the definition of "workman" as provided in Section 2(s) of the Act. Thus, nature of appointment or source of appointment is not relevant to be a "workman" within the Act. Since, the workman was engaged on contract basis by respondent no.2 for the work of respondent no.1, thus it would be termed as workman under Section 2(s) of the Act.

16. Next question which arises for consideration is whether respondent no.1 is an industry. The Hon'ble Apex Court in the case of **Banglore Water Supply & Sewerage Board Vs. A. Rajappa 1978(36) FLR 266** dealt at length with the ambit and scope of expression "industry" as defined in Section 2(j) of the Act, and has laid down triple test for determining whether a particular establishment is industry or not. The triple test is where (a) systematic activity (b) organised by cooperation between employer and employee (the direct and substantial element is commercial) (c) for the production or distribution of goods and services to calculated to satisfy human wants and wishes prima facie is an "Industry" in that enterprise. Relevant part of judgment of **Banglore Water Supply & Sewerage Board (supra)** is reproduced as under:-

"Does research involve collaboration between employer and employee? It does. The employer is the institution, the employees are the scientists, para-scientists and other personnel. Is scientific research service? Undoubtedly it is. Its discoveries are valuable contributions to the wealth of the nation. Such discoveries may be sold for a heavy price in the industrial or other markets. Technology has to be plate for and technological inventions and innovations may be patented and sold. In our scientific and technological age nothing has more cash value, as intangible goods and invaluable services, than discoveries. For instance, the discoveries of Thomas Alva Edison made him fabulously rich. It has been said that his brain had the highest cash value in history for he made the world vibrate with the miraculous discovery of recorded, sound. Unlike most inventors, he did not have to wait to get his reward in heaven; he received, it munificently on this gratified and grateful earth, thanks to conversion of his inventions into, money a plenty. Research benefits industry. Even though a research institute may be a separate entity disconnected from the many industries which funded the institute itself, it can be regarded as an Organisation, propelled by systematic activity, modeled on co-operation between employer and employee and calculated to throw up discoveries and inventions and useful solutions which benefit individual

industries and the nation in terms of goods and services and wealth. It follows that research institutes, albeit run without profit-motive, are industries."

17. In the present case, respondent no.1 is doing research work and as per RW1 Sh. Virender Lamba, black tea, rose water, stevia plant, harar, amla and other medicinal plants are sold in the institute. He has also admitted that vide Ex.W1 to W7, various products of the institute have been sold to the customers. Thus, respondent no.1 is engaged in systematic activity organized by cooperation between employer and employee (employees being workmen in the present case) for the production or distribution of goods and services to calculated to satisfy human wants. In this regard, it is carrying out research. In addition to this, from the research work, benefits are being driven by respondent no.1 and as per observation of Hon'ble Supreme Court in **Banglore Water Supply & Sewerage Board (supra)**, respondent no.1 falls under the definition of 'industry' as defined under the Act.

18. So far as argument of AR for respondent no.1 that respondent no.1 being instrument of state does not fall under the definition of 'industry'. In this regard, Hon'ble Supreme Court in case titled as **Chief Conservator of Forest Versus Jagannath Maruti Kondhare (1996 (2) SCT 164)**, has held that work, which was not be regarded as a part of inalienable of inescapable function of the State and which work can be well undertaken by a private agency does not require an instrumentality of State, such functions of the State fall within the ambit of Industry. Thus, function of doing research and other allied works of selling of goods and earning from research cannot be said to be sovereign function of the State and thus for this purpose of industrial dispute, respondents would be termed as industry.

19. Thus, from every angle, respondent no.1 is an industry. Moreover, its employees are not governed by IHBT Rules or CCS Rules, thus it is an industry. In view of the judgment of Hon'ble Supreme Court titled as **Banglore Water Supply & Sewerage Board (supra)**, decided by Hon'ble Supreme Court the case law **Central Institute of Medicinal and Aromatic Plants and others (supra)** decided by Hon'ble High Court at Allahabad cited by AR for respondent no.1 is not attracted to the facts and circumstances of the present case.

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

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

21. The workman was doing work i.e. systematic activity for respondent no.1 at the asking of respondent no.2 and there was cooperation between the workman and respondent no.2, which involve substantial commercial element for rendering service to satisfy human wants. Thus, as per **Banglore Water Supply (supra)**, respondent no.2 would be termed as industry.

22. Next question, which arises for consideration is whether there exists relationship of employer and employee between respondent no.1 and present workman. In this regard, it is pointed out that admittedly in this case, union of workmen has filed **ID No.255 of 2013 titled as The General Secretary, Institute of Himalayan Bio-Source Technology (CSIR) (supra)**, wherein name of the worker appeared at Sr. No.25 of the list of enclosed by union as Annexure P-5. It is further pointed out that in order to prove relationship of employer and employee i.e. master and servant, the Hon'ble Supreme Court after analyzing the catena of cases has laid down in **Balwant Raj Saluja Vs. Air India Limited in Civil Appeal No.10266 dated 25.08.2014**, two well recognized tests to find out whether the labours are the contract employees of the principal employer are:-

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

In this case, admittedly, as per statement of Sh. Om Parkash (MW2), wages were paid by respondent no.2, however, control was of the respondent no.1. This fact got proved in statement of MW2. Thus, under these circumstances, it is held that there exist relationship of master and servant between respondent no.1 and workman.

23. Further, in the present case, admittedly respondent no.1 is entering into different contract agreements with respondent no.2 (Ex.RW1/1 colly and Ex.RW2/2 as detailed above) by retaining same workmen and thus contracts are sham in view of the observation of Hon'ble Delhi High Court in similar matter in **Management of CPWD versus Anand Kumar Gautam and ors. (2024:DHC:2757)** which is as under:

“Contract labourers can be engaged for the work of contractor only and not for the work of any establishment. In the present case the work is of the establishment and not of the contractor. The term supply of labour by a contractor is against human dignity. No one can be a supplier of human labour to any establishment. It is the duty of State to give employment to citizen and not of the contractors. Contractors cannot supply labour to any establishment. In view of the above discussion it becomes quite obvious that the contractors workmen in the instant case have been retained all along and contractors have been changed. So the contractor is only a label of a bottle. This label is changed from time to time but the contents of the bottle always remain the same. The contractors have been changed and the workmen have been retained. Such a system is in-human. The contractors are the direct employees of the respondent/management.

*From the foregoing it becomes quite obvious that these two workmen have been working regularly and even without artificial breaks since 1995-96. **The contract is camouflage. There is direct relation of master and servant between the respondent and the workmen.**”*

24. Hon'ble Supreme Court in case titled as **Bhilwara Dugdh Utpadak Sahakari S. Ltd. Versus Vinod Kumar Sharma dead by LRs and others (AIR 2011 Supreme Court 3546)** has held as under:-

4. In order to avoid their liability under various labour statutes employers are very often resorting to subterfuge by trying to show that their employees are in fact, the employees of a contractor. It is high time that this subterfuge must come to an end.

5. Labour statutes were meant to protect the employees/workmen because it was realized that the employers and the employees are not on an equal bargaining position. Hence, protection of employees was required so that they may not be exploited. However, this new technique of subterfuge has been adopted by some employers in recent years in order to deny the rights of the workmen under various labour statutes by showing that the concerned workmen are not their employees but are the employees/workmen of a contractor, or that they are merely daily wage or short term or casual employees when in fact they are doing the work of regular employees.

25. Thus, from the above observation of Hon'ble Supreme Court, it is clear that respondent no.1 has resorted to subterfuge by trying to show that workman was employee of respondent no.2.

26. Moreover, respondent no.2 contractor while appearing in the witness box in his deposition has stated that in IHBT, there is practice that the contract for engagement of the employer/labour through contractors is for one year only and it changes on the basis of bid of the contractors every year. The contractor may change but the employees/labourers always remain same. The workman was already working with the management when the contract was tendered to the respondent no.2. Neither the workman was engaged by respondent no.2 nor the services of workman were terminated by respondent no.2. It is the respondent no.1 who uses to select/engage and terminate the labour/workman and respondent no.2 has no role in the same. Thus, it shows that the contract was just an eyewash. It is further submitted that contract was allotted to respondent no.2 by respondent no.1 on different years as per Ex.RW1/1 (colly) and Ex.RW2/2 and sometime to other contractors, meaning thereby the respondent no.1 is controlling authority of the workmen including their engagement, termination etc. and even the wages of workman were also decided by respondent no.1 only and respondent no.2 has no role to play in the same. So, there exist relationship of employees/servant and employer/master between the workmen and respondent no.1. Thus, the judgment **The Joint Secretary, Central Board of Secondary education and another (supra)** cited by AR for respondent no.1 is not attracted to the present case as in this case, time and again, same workers were being engaged through contractor and in view of clear cut dictum of Hon'ble Delhi High Court in **Management of CPWD (supra)**, the aforementioned case law is not attracted.

27. So far as **Kirlosker Brothers Ltd. Vs. Ramcharan and others (supra)** relied upon by the AR for respondent no.1 is concerned, facts and circumstances of this case are distinguishable. In the said **Kirlosker Brothers Ltd. Vs. Ramcharan and others (supra)**, Court has held that that when there are no allegations or findings of sham and bogus contract then the contention of the reinstatement or the absorption of the

workman cannot be sustained but the facts of the matter at hand is different from the facts of the case as in the instant case. In this case, workman was working since long and the work was of perennial nature. Thus, it tantamount to unfair labour practice.

28. It is added here that admittedly in this case, workman was discharged by the respondent no.1 & 2 and as per agreement Ex.RW1/2, contract was awarded to respondent no.2 by respondent no.1 for a period of two years i.e. from 19.12.2012 to 19.12.2014. However, workman was discharged prior to that on 28.11.2014 as per Mark-2/A, wherein it is stated by respondent no.1 as under :-

The contract for the related forms and field work, as per this institute's letter dated 04-12-2012, is scheduled to expire on November 30, 2014. Therefore, you are hereby informed that you must submit the fully completed EPF payment documents for all the workers employed under these contracts to the concerned EPF department, along with a copy to the institute, by October 2014, so that your final bill can be processed on time. Furthermore, please ensure that there are no outstanding financial dues of any kind for any worker; otherwise, these dues may be recovered from your security deposit.

29. No prior permission was taken by respondent no.1 & 2 before the discharging the services of workman. Section 33(2)(b) of the Act is very material and the same is reproduced below:-

“(b) for any misconduct not connected with the dispute, or discharge or punish, whether by dismissal or otherwise, that workman:

Provided that no such workman shall be discharged or dismissed, unless he has been paid wages for one month and an application has been made by the employer to the authority before which the proceeding is pending for approval of the action taken by the employer.”

30. As per aforesaid provision, the workman can be discharged or dismissed after paying one month wages and after getting approval of the competent authority. In this case, no wages for one month was paid nor any permission from competent authority was taken before discharging the workman and consequently, it would be considered that workman was in regular services of the workman. A **Full Constitutional Bench of Hon'ble Supreme Court** in case titled as **Jaipur Zila Sahakari Bhoomi Vikas Bank Ltd. versus Ram Gopal Sharma and others (2002 SCC (L & S) 279)** has held that failure to make application for approval of the order of discharge or dismissal or withdrawal of such application after making it, held, renders the order of discharge or dismissal void and inoperative.

31. The present application under Section 33A is well maintainable and purpose has also been defined by the Hon'ble Supreme Court in **Jaipur Zila Sahakari Bhoomi Vikas Bank Ltd. (supra)** case, which read as follows:-

Section 33A is available to an employee and is intended to save his time and trouble in as much as he can straightway make a complaint before the very authority, where the industrial dispute is already pending between the parties, challenging the order of approval instead of making efforts to raise an industrial dispute, get a reference and thereafter adjudication. Section 31 speaks of penalty in respect of the offences stated therein. This provision is not intended to give any remedy to an aggrieved employee. It is only to punish the offender. Merely because penal provision is available or a workman has a further remedy under Section 33A to challenge the approval granted, it canoe be said that the order of discharge or dismissal does not become inoperative or invalid unless set aside under Section 33A.

32. In view of the above discussion, the termination of workman on 28.11.2014 is bad in law and hence is set aside. In this case, both the respondents in connivance with each other has dispensed the services of the workman. Hence, both respondents are liable. The workman is entitled for reinstatement along with full back wages. It is ordered accordingly. The services of the workman would not be discharged/terminated during the pendency of the ID No.255 of 2013, wherein, they have claimed various demands vide charter of demands dated 09.05.2011. However, in case workman has attained the age of retirement, then he would be entitled for full back wages along with other consequential benefits instead of reinstatement in service.

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

KAMAL KANT, Presiding Officer

नई दिल्ली, 10 जून, 2026

का.आ. 1210.—औद्योगिक विवाद अधिनियम (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार कार्यकारी निदेशक, भारत हेवी इलेक्ट्रिकल लिमिटेड, तिरुचिरापल्ली, सदस्य-सचिव, बीएचईएल कॉम्प्लेक्स को-ऑपरेटिव लेबर कॉन्ट्रैक्ट सोसाइटी लिमिटेड, तिरुचिरापल्ली, प्रशासक, बीएचईएल कॉम्प्लेक्स को-ऑपरेटिव लेबर कॉन्ट्रैक्ट सोसाइटी लिमिटेड, तिरुचिरापल्ली प्रबंधन के संबद्ध नियोजकों और महासचिव, बीएचईएल वलागा ओपंधा थोजिलालर नाला संगम थिरुवेरुम्बुर, तिरुचिरापल्ली कर्मकार के बीच अनुबंध में निर्दिष्ट केन्द्रीय सरकार औद्योगिक अधिकरण- सह- श्रम न्यायालय, चेन्नई पंचाट(संदर्भ संख्या-70/2024) को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है।

[फा. सं. एल-42025/07/2026/09-आईआर (डीयू)]

सलोनी, उप निदेशक

New Delhi, the 10th June, 2026

S.O. 1210.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No.70/2024) of the **Central Government Industrial Tribunal cum Labour Court, Chennai** as shown in the Annexure, in the Annexure, in the Industrial dispute between the employers in relation to **The Executive Director, Bharat Heavy Electricals Limited, Tiruchirapalli, The Member-Secretary, BHEL Complex Co-operative Labour Contract Society Ltd., Trichirapalli, The Administrator, BHEL Complex Co-operative Labour Contract Society Ltd. Trichirapalli and The General Secretary, BHEL Valaga Oppandha Thozhilalar Nala Sangam Thiruverumbur, Tiruchirapalli workman.**

[F. No. L-42025/07/2026/09—IR(DU)]

SALONI, Dy. Director

ANNEXURE

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

ID No. 70/2024**Present: SUSHIL KUMAR, PRESIDING OFFICER****Date: 02-02-2026**

The General Secretary,

BHEL Valaga Oppandha Thozhilalar Nala Sangam,

No.5, Dheen Complex, First Floor,

Thiruverumbur, Tiruchirapalli – 620 013 : 1st Party/Petitioner

AND

1.The Executive Director,

Bharat Heavy Electricals Limited,

Tiruchirapalli – 620 014 : 2nd Party / 1st Respondent

2.The Member-Secretary,

BHEL Complex Co-operative Labour

Contract Society Ltd.,

No.Y.T.11. Dr. Ambedkar Nagar, E & R Sector,

Kailasapuram, Trichirapalli – 620 014.: 2nd Party / 2nd Respondent

3. The Administrator,

BHEL Complex Co-operative Labour

Contract Society Ltd.,

Sub-Registrar of Co-operative Societies,

Khaja Malai Colony, Mannarpuram,

Trichirapalli-620 020.

: 2nd Party / 3rd Respondent**Appearance:**For the 1st Party/Petitioner : None

For the Respondent No.1 : M/s. A.V. Arun, Adv

For the Respondent No.2 & 3 : None

ID No.70/2024**AWARD**

The Central Government, Ministry of Labour & Employment vide its Order No. 8/13/2023/B4/300084314/ADJ/A1, dated 11.09.2024 referred the following Industrial Dispute to this Tribunal for adjudication.

The schedule mentioned in that order is:

“Whether, BHEL Valaga Oppandha Thozhilalar Nala Sangam, is justified in raising the dispute for inviting all Labour Contract Society Unions to initiate wage revision and medical facility discussions, against the Principal Employer management i.e. BHEL Tiruchirapalli and its contractor i.e. BHEL Complex Co-operative Labour Contract Society Ltd? If not, what relief BHEL Valaga Oppandha Thozhilalar Nala Sangam, is entitled to?

2. On receipt of the above reference dated 11.09.2024 from the appropriate Government, the dispute was registered as ID No. 70/2024 and due notices were issued to both the parties for their appearance fixing the case to 17.12.2024. Neither the Petitioner nor any Counsel / Authorized Representative turned up resulting further adjournments to 18.02.2025, 13.05.2025, 04.07.2025, 28.08.2025, 23.10.2025 and 04.12.2025. The Petitioner did not turn up whereas the Respondent No.1 filed Vakalat Nama. 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 02.02.2026. 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. The Respondent No.1 is present. 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.

ID 70/2024

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, 10 जून, 2026

का.आ. 1211.— औद्योगिक विवाद अधिनियम (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय मद्रास फर्टिलाइजर्स लिमिटेड, चेन्नई के महाप्रबंधक के प्रबंधतंत्र के संबद्ध नियोजकों और मद्रास फर्टिलाइजर्स डॉ. अंबेडकर कर्मचारी संघ, चेन्नई के महासचिव, कर्मचारी के बीच अनुबंध में निर्दिष्ट केन्द्रीय सरकार औद्योगिक अधिकरण- सह- श्रम न्यायालय, चेन्नई पंचाट(संदर्भ संख्या-68/2024) को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है।

[फा. सं. एल-42025/07/2026/15-आईआर (डीयू)]

सलोनी, उप निदेशक

New Delhi, the 10th June, 2026

S.O. 1211.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 68/2024) of the **Central Government Industrial Tribunal cum Labour Court, Chennai** as shown in the Annexure, in the Annexure, in the Industrial dispute between the employers in relation to **The General Manager, Madras Fertilizers Limited, Chennai** and **The General Secretary, Madras Fertilizer Dr. Ambedkar Employees Union, Chennai**, workman.

[F. No. L-42025/07/2026/15-IR(DU)]

SALONI, Dy. Director

ANNEXURE

TRIBUNAL- CUM - LABOUR COURT

CHENNAI

ID No. 68/2024

Present: SUSHIL KUMAR, PRESIDING OFFICER

Date: 02-02-2026

The General Secretary,

Madras Fertilizer Dr. Ambedkar Employees Union,

Manali, Chennai – 600 068

: 1st Party/Petitioner

AND

The General Manager,

Madras Fertilizers Limited,

Manali, Chennai – 600 068.

: 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. 8/42/2024/B4/300030407/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 following demands of the Madras Fertilizers Dr. Ambedkar Employees Union is legal and justified?

- i. To implement promotions with retrospective effect and prospective date may kindly be removed from Non-supervisory promotion policy.
- ii. To change Clause 3.01 Non-supervisory promotion policy as per the following order

Existing Seniority Order		Proposed Seniority Order	
a.	The marks obtained as per formula given in Schedule C	a.	Date of joining
b.	Date of grade	b.	Date of Birth
c.	Date of joining	c.	Date of eligibility
d.	Date of birth	d.	The marks obtained as per formula given in Schedule C

ID No.68/2024

- iii. To implement the Non-supervisory promotion policy-Unskilled labour-the existing educational qualification for promotion from attendant Grade-1 to Attendant Grade-II should be reduced to Eighth pass / fail and the experience for subsequent promotion should be fixed as 5 years.

Existing		Proposed	
Minimum Qualification	Minimum Experience	Minimum Qualification	Minimum Experience
SSLC PASS	6 years 7 years	8 th Pass / Fail	5 years

If not, to what relief the Madras Fertilizers Dr. Ambedkar Employees Union is entitled to?

2. On receipt of the above reference dated 11.09.2024 from the appropriate Government, the dispute was registered as ID No. 68/2024 and due notices were issued to both the parties for their appearance fixing the case to 17.12.2024. Neither the Petitioner nor any Counsel / Authorized Representative turned up resulting further adjournments to 18.02.2025, 13.05.2025, 04.07.2025, 28.08.2025, 23.10.2025 and 04.12.2025. The Petitioner did not turn up. 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 02.02.2026. 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.

ID No.68/2024

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

An Award is passed accordingly.

SUSHIL KUMAR-II, Presiding Officer

नई दिल्ली, 10 जून, 2026

का.आ. 1212.— औद्योगिक विवाद अधिनियम (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय कार्यकारी निदेशक, भारत हेवी इलेक्ट्रिकल लिमिटेड, तिरुचिरापल्ली; सदस्य-सचिव, बीएचईएल कॉम्प्लेक्स को-ऑपरेटिव लेबर कॉन्ट्रैक्ट सोसाइटी लिमिटेड, तिरुचिरापल्ली; प्रशासक, बीएचईएल कॉम्प्लेक्स को-ऑपरेटिव लेबर कॉन्ट्रैक्ट सोसाइटी लिमिटेड, तिरुचिरापल्ली के प्रबंधन के संबद्ध नियोजकों और महासचिव, डॉ. बाबासाहेब एलसीएस यूनियन/बीएचईएल; मेसर्स ए.वी. अरुण, एडवोकेट कर्मकार के बीच अनुबंध में निर्दिष्ट केन्द्रीय सरकार औद्योगिक अधिकरण- सह- श्रम न्यायालय, चेन्नई पंचाट(संदर्भ संख्या-67/2024) को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है।

[फा. सं. एल-42025/07/2026/11-आईआर (डीयू)]

सलोनी, उप निदेशक

New Delhi, the 10th June, 2026

S.O. 1212.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No.67/2024) of the **Central Government Industrial Tribunal cum Labour Court, Chennai** as shown in the Annexure, in the Industrial dispute between the employers in relation to **The Executive Director, Bharat Heavy Electricals Limited, Tiruchirapalli The Member-Secretary, BHEL Complex Co-operative Labour Contract Society Ltd, Trichirapalli The Administrator, BHEL Complex Co-operative Labour Contract Society Ltd, Trichirapalli and The General Secretary, Dr. Baba Saheb LCS Union / BHEL, M/s. A.V. Arun, Adv workman.**

[F. No. L-42025/07/2026/11-IR(DU)]

SALONI, Dy. Director

ANNEXURE

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

ID No. 67/2024**Present: SUSHIL KUMAR, PRESIDING OFFICER****Date: 02-02-2026**

The General Secretary,

Dr. Baba Saheb LCS Union / BHEL,

C/o BHEL, Trichirapalli – 620 014 : 1st Party/Petitioner

AND

1. The Executive Director,

Bharat Heavy Electricals Limited,

Tiruchirapalli – 620 014 : 2nd Party / 1st Respondent

2. The Member-Secretary,

BHEL Complex Co-operative Labour

Contract Society Ltd.,

No.Y.T.11. Dr. Ambedkar Nagar, E & R Sector,

Kailasapuram, Trichirapalli – 620 014.: 2nd Party / 2nd Respondent

3. The Administrator,

BHEL Complex Co-operative Labour

Contract Society Ltd.,

Sub-Registrar of Co-operative Societies,

Khaja Malai Colony, Mannarpuram,

Trichirapalli-620 020. : 2nd Party / 3rd Respondent

Appearance:

For the 1st Party/Petitioner : None
For the Respondent No.1 : M/s. A.V. Arun, Adv
For the Respondent No.2 & 3 : None

ID No.67/2024**AWARD**

The Central Government, Ministry of Labour & Employment vide its Order No. 8/12/2023/B4/300084297/ADJ/A1, dated 11.09.2024 referred the following Industrial Dispute to this Tribunal for adjudication.

The schedule mentioned in that order is:

“Whether, Dr. Baba Saheb LCS Union / BHEL, is justified in raising the dispute for inviting all Labour Contract Society Unions to initiate wage revision and medical facility discussions, against the Principal Employer management i.e. BHEL Tiruchirapalli and its contractor i.e. BEHL Complex Co-operative Labour Contract Society Ltd? If not, what relief Dr. Baba Saheb LCS Union / BHEL, is entitled to?”

2. On receipt of the above reference dated 11.09.2024 from the appropriate Government, the dispute was registered as ID No. 67/2024 and due notices were issued to both the parties for their appearance fixing the case to 17.12.2024. Neither the Petitioner nor any Counsel / Authorized Representative turned up resulting further adjournments to 18.02.2025, 13.05.2025, 04.07.2025, 28.08.2025, 23.10.2025 and 04.12.2025. The Petitioner did not turn up whereas the Respondent No.1 filed Vakalat Nama. 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 02.02.2026. 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. The Respondent No.1 is present. 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.

ID 67/2024

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, 10 जून, 2026

का.आ. 1213.— औद्योगिक विवाद अधिनियम (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार गांधीग्राम ग्रामीण स्वास्थ्य एवं परिवार कल्याण संस्थान ट्रस्ट, दिंडीगु के निदेशक के प्रबंधन के संबंध में नियोजकों और श्री पी. थिरुमैसामी, कर्मचारी के बीच अनुबंध में निर्दिष्ट केन्द्रीय सरकार औद्योगिक अधिकरण- सह- श्रम न्यायालय, चेन्नई पंचाट (संदर्भ संख्या-30/2025) को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है।

[फा. सं. एल-42025/07/2026/12-आईआर (डीयू)]

सलोनी, उप निदेशक

New Delhi, the 10th June, 2026

S.O. 1213.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No.30/2025) 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 the **The Director, The Gandhigram Institute of Rural Health& Family Welfare Trust, Dindigu** and **Sh. P. Thirumaisamy**, workman.

[F. No. L-42025/07/2026/12-IR(DU)]

SALONI, Dy. Director

ANNEXURE
BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL
TRIBUNAL- CUM - LABOUR COURT
CHENNAI
ID No. 30/2025

Present: SUSHIL KUMAR-II, PRESIDING OFFICER

Date: 05-02-2026

Sh. P. Thirumaisamy,
No. 1/220, AB, Nagar,
Nagal Nagar Post,
Natham Road,
Dindigul-624 003.

: 1st Party/Petitioner

AND

The Director,
The Gandhigram Institute of Rural Health&
Family Welfare Trust,
Soundram Nagar, Gandhigram Post,
Dindigul District-624 302.

: 2nd Party/ Respondent

Appearance:

For the 1st Party/Petitioner : None

For the 2nd Party/ Respondent : Shri. S. Albert Jesudoss, Adv

AWARD

The Central Government, Ministry of Labour& Employment vide its Order No.8/29/2023/RM/300035851/ADJ/A1, dated 14.02.2025 referred the following Industrial Dispute to this Tribunal for adjudication.

The schedule mentioned in that order is:

Whether the action of Shri. P. Thirumalaisamy, Digitizer, Mapper, refusing to collect his graduation certificates sent to him by the management of The Gandhigram Institute of Rural Health & Family Welfare Trust, Dindigul and alleging that he could not get employment since his graduation certificate was not returned to him and claiming retrenchment compensation of Rs.36,500/- and compensation from April, 2023 to November 2023 from the management is fair, legal and justified? If not, to what relief Shri. P. Thirumalaisamy is entitled to?

ID No.30/2025

2. On receipt of the above reference dated 14.02.2025 from the appropriate Government, the dispute was registered as ID No. 30g

/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 whereas the Respondent filed Vakalat Nama. It reveals from the body of reference that while the appropriate Govt. sent the reference dated 14.02.2025 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, 10 जून, 2026

का.आ. 1214.—औद्योगिक विवाद अधिनियम (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार मद्रास फर्टिलाइजर लिमिटेड, चेन्नई के महाप्रबंधक के प्रबंधतंत्र के संबद्ध नियोजकों और मद्रास फर्टिलाइजर्स डॉ. अंबेडकर कर्मचारी संघ, चेन्नई के महासचिव, कर्मचारी के बीच अनुबंध में निर्दिष्ट केन्द्रीय सरकार औद्योगिक अधिकरण- सह- श्रम न्यायालय, चेन्नई पंचाट(संदर्भ संख्या-43/2024) को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है।

[फा. सं. एल-42025/07/2026/14-आईआर (डीयू)]

सलोनी, उप निदेशक

New Delhi, the 10th June, 2026

S.O. 1214.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 43/2024) of the **Central Government Industrial Tribunal cum Labour Court, Chennai** as shown in the Annexure, in the Industrial dispute between the employers in relation to **The General Manager, Madras Fertilizer Ltd, Chennai** and **The General Secretary, Madras Fertilizers Dr. Ambedkar Employees Union, Chennai**, workman.

[F. No. L-42025/07/2026/14-IR(DU)]

SALONI, Dy. Director

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL
TRIBUNAL- CUM - LABOUR COURT
CHENNAI
ID No. 43/2024

Present: SUSHIL KUMAR-II, PRESIDING OFFICER

Date: 05-02-2026

The General Secretary,

Madras Fertilizers Dr. Ambedkar Employees Union,

MFL, Manali, Chennai-600 011.

: 1st Party/Petitioner

AND

The General Manager,

Madras Fertilizer Ltd,

Manali, Chennai-600 081

: 2nd Party/ Respondent

Appearance:

For the 1st Party/Petitioner : None

For the 2nd Party/ 2nd Respondent : None

AWARD

The Central Government, Ministry of Labour & Employment vide its Order No. 8/24/2024/B4/300018837/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 General Secretary, Madars Fertilizers Dr. Ambedkar Employees union to reduce the rates of food items provided at Staff Canteen in Madars Fertilizers Limited Manali is legal and Justified? If not, what relief the Madars Fertilizers Dr. Ambedkar Employees Union is entitled to?

ID No.43/2024

2. On receipt of the above reference dated 10.07.2024 from the appropriate Government, the dispute was registered as ID No. 43/2024 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, 03.03.2024, 26.05.2024, 17.07.2024, 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, 6 अप्रैल, 2026

का.आ. 1215.— औद्योगिक विवाद अधिनियम (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार कार्यकारी निदेशक, कल्पक्कम स्थित परमाणु ऊर्जा कर्मचारी संघ के महासचिव के प्रबंधन के संबद्ध नियोजकों और इंदिरा गांधी परमाणु अनुसंधान केंद्र, परमाणु ऊर्जा विभाग के महानिदेशक, श्री आर. कुमार, एडवोकेट कर्मचारी के बीच अनुबंध में निर्दिष्ट केन्द्रीय सरकार औद्योगिक अधिकरण- सह- श्रम न्यायालय, चेन्नई पंचाट(संदर्भ संख्या-114/2024) को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है।

[फा. सं. एल-42025/07/2026/10-आईआर (डीयू)]

सलोनी, उप निदेशक

New Delhi, the 6th April, 2026

S.O. 1215.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No.114/2024) of the **Central Government Industrial Tribunal cum Labour Court, Chennai** as shown in the Annexure, in the Industrial dispute between the employers in relation to **The General Secretary, Atomic Energy Employees Association, Kalpakkam** and **The General Director, Indira Gandhi Centre for Atomic Research, Department of Atomic Energy, M/s R. Kumar, Adv workman.**

[F. No. L-42025/07/2026/10—IR(DU)]

SALONI, Dy. Director

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

ID No. 114/2024

Present: SUSHIL KUMAR, PRESIDING OFFICER

Date: 04-02-2026

The General Secretary,

Atomic Energy Employees Association,

No.237, JCM Office, CDO Building,

IGCAR, Kalpakkam – 603 102.

: 1st Party/Petitioner

AND

The General Director,

Indira Gandhi Centre for Atomic Research,

Department of Atomic Energy,

Kalpakkam-603 102

: 2nd Party / Respondent

Appearance:

For the 1st Party/Petitioner : None

For the 2nd Party/Respondent : M/s R. Kumar, Adv

AWARD

The Central Government, Ministry of Labour & Employment vide its Order No. 8/23/2024/B3/300097727/ADJ/A1, dated 05.12.2024 referred the following Industrial Dispute to this Tribunal for adjudication.

The schedule mentioned in that order is:

“Whether the demand raised by the petitioner union (Atomic Energy Employees Association) against the Respondent Management (M/s Indira Gandhi Centre for Atomic Research, Kalpakkam-IGCAR) to pay Overtime Allowance to the Non-Gazetted employees is legal and justified? If not, to what relief the petitioner union is entitled to?”

ID No.114/2024

2. On receipt of the above reference dated 05.12.2024 from the appropriate Government, the dispute was registered as ID No. 114/2024 and due notices were issued to both the parties for their appearance fixing the case to 19.02.2025. Neither the Petitioner nor any Counsel / Authorized Representative turned up resulting further adjournments to 14.05.2025, 14.07.2025, 01.09.2025, 27.10.2025 and 22.12.2025. 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 05.12.2024 to this Tribunal for adjudication, copies of the reference were sent to the Petitioner and all the opposite parties. It is therefore well presumed that both parties must have received the reference. Even then, in the interest of justice, the Petitioner was once again directed to appear and to file claim statement fixing the case to 04.02.2026. 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, 10 जून, 2026

का.आ. 1216.—औद्योगिक विवाद अधिनियम (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार भारतीय दूरसंचार कर्मचारी संघ (बीएसएनएल)-बीएमएस के महाप्रबंधक, मानव संसाधन एवं प्रशासन, चेन्नई के प्रबंधतंत्र के संबद्ध नियोजकों और शिकायत समिति सदस्य (तमिलनाडु), कर्मचारी के बीच अनुबंध में निर्दिष्ट केन्द्रीय सरकार औद्योगिक अधिकरण- सह- श्रम न्यायालय, चेन्नई पंचाट (संदर्भ संख्या-113/2024) को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है।

[फा. सं. एल-42025/07/2026/13-आईआर (डीयू)]

सलोनी, उप निदेशक

New Delhi, the 10th June, 2026

S.O. 1216.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No.113/2024) of the **Central Government Industrial Tribunal cum Labour Court, Chennai** as shown in the Annexure, in the Industrial dispute between the employers in relation to **The General Manager, HR & Admin, Chennai** and **The Grievance Committee Member (Tamilnadu) Bharatiya Telecom Employees Union (BSNL)-BMS, workman.**

[F. No. L-42025/07/2026/13-IR(DU)]

SALONI, Dy. Director

ANNEXURE
BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL
TRIBUNAL- CUM - LABOUR COURT
CHENNAI
ID No. 113/2024

Present: SUSHIL KUMAR, PRESIDING OFFICER

Date: 04-02-2026

The Grievance Committee Member (Tamilnadu)

Bharatiya Telecom Employees Union (BSNL)-BMS,

Plot No.5, Arunachalam Nagar,

Alagapuram,

Pudur, Salem – 636 016

: 1st Party/Petitioner

AND

The General Manager,

HR & Admin,

O/o the BSNL,

No.78, Purasaivakkam High Road,

Chennai – 600 010.

: 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. 8/51/2024/B3/300092309/ADJ/A1, dated 03.12.2024 referred the following Industrial Dispute to this Tribunal for adjudication.

The schedule mentioned in that order is:

“Whether the transfer of K. Nandhagopal, as claimed by the Bharathiya Telecom Employees Union (BSNL), is driven by vindictive motives and whether it is legal and justified? If not, to what relief the Bharatiya Telecom Employees Union (BSNL) Chennai is entitled to?”

ID No.113/2024

2. On receipt of the above reference dated 03.12.2024 from the appropriate Government, the dispute was registered as ID No. 113/2024 and due notices were issued to both the parties for their appearance fixing the case to 19.02.2025. Neither the Petitioner nor any Counsel / Authorized Representative turned up resulting further adjournments to 14.05.2025, 14.07.2025, 01.09.2025, 27.10.2025 and 22.12.2025. 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 03.12.2024 to this Tribunal for adjudication, copies of the reference were sent to the Petitioner and all the opposite parties. It is therefore well presumed that both parties must have received the reference. Even then, in the interest of justice, the Petitioner was once again directed to appear and to file claim statement fixing the case to 04.02.2026. 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, 10 जून, 2026

का.आ. 1217.—औद्योगिक विवाद अधिनियम (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार भारतीय प्रौद्योगिकी संस्थान, चेन्नई, श्री वी. श्रीनिवासन, मुख्य बागवानी अधिकारी, चेन्नई, मेसर्स भरथियार महिला स्वयं सहायता समूह, चेन्नई के प्रबंधन के संबद्ध नियोजकों और श्री सी. चंदर, श्रीमती कोलंगी, श्रीमती आर. रानी, श्रीमती आर. पप्पथी, श्रीमती मुनियम्मल, श्री ई. सुरेश, श्री पी. चार्ल्स, श्री एम. पोन्नसामी, श्रीमती पद्मावती, कर्मचारी के बीच अनुबंध में निर्दिष्ट केन्द्रीय सरकार औद्योगिक अधिकरण- सह- श्रम न्यायालय, चेन्नई पंचाट(संदर्भ संख्या-24 to 32/2017) को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है।

[फा. सं. एल-42025 / 07 / 2026 / 18-आईआर (डीयू)]

सलोनी, उप निदेशक

New Delhi, the 10th June, 2026

S.O. 1217.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 24 to 32/2017) of the **Central Government Industrial Tribunal cum Labour Court, Chennai** as shown in the Annexure, in in the Industrial dispute between the employers in relation to the **The Indian Institute of Technology, Chennai, Shri V. Srinivasan, Chief Horticulture Officer, Chennai .M/s. Bharathiyar Women Self Help Group Chennai** and **Shri C. Chander, Smt. Kolangi, Smt. R. Rani, Smt. R. Pappathi, Smt. Muniyammal, Shri. E. Suresh, Shri .p. Charles, Shri. M. ponnusamy, Smt. Padmavathy workman.**

[F. No. L-42025/07/2026/18-IR(DU)]

SALONI, Dy. Director

ANNEXURE

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

Date: 04-02-2026

Present: SUSHIL KUMAR-II, PRESIDING OFFICER

I.D. No.24 to 32/2017

S.No.	ID No.	1 st Party/Petitioner	II Party/Management
1.	24/2017	Shri C.Chander S/o.late Chellaiah, No.14 Nataraja Street, Velacherry, Chennai-600042.	1.The Indian Institute of Technology, Rep.by its Director, Chennai-600 036. 2. Shri V.Srinivasan, Chief Horticulture Officer, I.I.T., Chennai-600036. 3.M/s.Bharathiyar Women Self Help Group Represented by its President P.Vijaya, No.20, Kalaingar Street MGR Nagar, Taramani,Chennai-600113
2.	25/2017	Smt. Kolangi, W/o.V.Chandran, No.5,Kamarajar Street, MGR Nagar, Taramani, Chennai-600113.	1.The Indian Institute of Technology, Rep.by its Director, Chennai-600 036. 2. Shri V.Srinivasan, Chief Horticulture Officer, I.I.T., Chennai-600036. 3.M/s.Bharathiyar Women Self Help Group Represented by its President P.Vijaya, No.20, Kalaingar Street MGR Nagar, Taramani,Chennai-600113
3.	26/2017	Smt. R.Rani, W/o. late Ramadoss, Perumal Koil Street, Taramani, Chennai-600113.	1.The Indian Institute of Technology, Rep.by its Director, Chennai-600 036. 2. Shri V.Srinivasan, Chief Horticulture Officer, I.I.T., Chennai-600036. 3.M/s.Bharathiyar Women Self Help Group Represented by its President P.Vijaya, No.20, Kalaingar Street MGR Nagar, Taramani,Chennai-600113
4.	27/2017	Smt.R.Pappathi W/o. late Ramalingam, 11, Kannagi Street, Anbazhagan Nagar, Taramani, Chennai-600113.	1.The Indian Institute of Technology, Rep.by its Director, Chennai-600 036. 2. Shri V.Srinivasan, Chief Horticulture Officer, I.I.T., Chennai-600036. 3.M/s.Bharathiyar Women Self Help Group Represented by its President P.Vijaya, No.20, Kalaingar Street MGR Nagar, Taramani,Chennai-600113
5.	28/2017	Smt.Muniyammal, W/o. late Murugaian Door No.14/9, Thoroughpathy Amman Koil 2 nd Street,	1.The Indian Institute of Technology, Rep.by its Director, Chennai-600 036. 2. Shri V.Srinivasan, Chief Horticulture Officer, I.I.T., Chennai-600036.

		Velachery, Chennai-600 042.	3.M/s.Bharathiyar Women Self Help Group Represented by its President P.Vijaya, No.20, Kalaingar Street MGR Nagar, Taramani, Chennai-600113
6.	29/2017	Shri E.Suresh, S/o. late Ettiyappan, No.22 (Old No.9) Kabali Street, Velachery, Chennai-600 042.	1.The Indian Institute of Technology, Rep.by its Director, Chennai-600 036. 2. Shri V.Srinivasan, Chief Horticulture Officer, I.I.T., Chennai-600036. 3.M/s.Bharathiyar Women Self Help Group Represented by its President P.Vijaya, No.20, Kalaingar Street MGR Nagar, Taramani, Chennai-600113
7.	30/2017	Shri P.Charles S/o. late Perumal, No.31 (Old 12/A) Nataraja Street, Velacherry, Chennai-600 042.	1.The Indian Institute of Technology, Rep.by its Director, Chennai-600 036. 2. Shri V.Srinivasan, Chief Horticulture Officer, I.I.T., Chennai-600036. 3.M/s.Bharathiyar Women Self Help Group Represented by its President P.Vijaya, No.20, Kalaingar Street MGR Nagar, Taramani, Chennai-600113
8.	31/2017	Shri M.Ponnusamy, S/o.late Manickam, 6A, Ambedkar Street, MGR Nagar, Taramani Chennai-600 113.	1.The Indian Institute of Technology, Rep.by its Director, Chennai-600 036. 2. Shri V.Srinivasan, Chief Horticulture Officer, I.I.T., Chennai-600036. 3.M/s.Bharathiyar Women Self Help Group Represented by its President P.Vijaya, No.20, Kalaingar Street MGR Nagar, Taramani, Chennai-600113
9.	32/2017	Smt.Padmavathy W/o.late Dhanapal 8/3, Kalaingar Karunanidhi 1 st Street, Taramani, Chennai-600113.	1.The Indian Institute of Technology, Rep.by its Director, Chennai-600 036. 2. Shri V.Srinivasan, Chief Horticulture Officer, I.I.T., Chennai-600036. 3.M/s.Bharathiyar Women Self Help Group Represented by its President P.Vijaya, No.20, Kalaingar Street MGR Nagar, Taramani, Chennai-600113

Appearance:

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

For the 2nd Party/ Respondents No.1 & 2: M/s. R.Parthiban, Advocates

All these nine Industrial Disputes have been filed by the Petitioners directly u/s.2A of the Industrial Disputes Act, 1947. The facts in all these Industrial Disputes are similar and the legal issues raised by the Petitioners are same and the cases arise against the same Respondent for the same relief. Therefore, a common order is being passed in all these cases. I take up the I.D. No.24/2017 as lead case, filed by the Petitioner for disposal of these nine appeals and finding being rendered in this order will equally apply to all the other appeals filed by the Petitioners.

2. As per the case of the Petitioner in ID No.24/2017 Shri C.Chander, he was allowed to work in the month of April, 2001 by the Respondent as Gardener on monthly salary of Rs.250/-, although there was no appointment letter. The Petitioner worked from 2001 to 2015. In the month of February, 2015, he was paid monthly salary of Rs.21,600/- per month. The monthly salaries were remitted in the bank account of the Petitioner maintained by State Bank of India / Canara Bank, IIT Branch. Without assigning any reason, all the Petitioners were orally terminated without following any principles of law. The claim of the Petitioners are as under:-

- a) Direct the Respondent to reinstate the Petitioner into service in
in its establishment with back wages and other statutory benefits;
- b) To regularize the services of the Petitioner in the establishment of the 1st Respondent ; &
- c) Any other order as this Hon'ble Court deems fit and proper.

3. The Respondent in its reply statement stated that there is no post as gardener in the 1st Respondent institution. M/s Bharathiyar Women Self Help Group (hereinafter called as 'SHG') SHG is engaged to carry out the work of gardening and lawn maintenance in the IIT., Madras campus. The SHGs was selected as L1 through tender. The IIT Madras is not an employer of the Petitioner. It engaged SHGs on lumpsum payment basis and it had no control over the number of workmen engaged by SHGs. The second Respondent as a Senior Horticulture Officer in the IIT., Madras Institute and as such, he is responsible for supervising the gardening and lawn maintenance. The SGHs used to engage or remove workers depends upon the requirement for the task undertaken. The 1st & 2nd Respondent never had any employer-employee relationship with the Petitioners.

4. The mode of payment was pretty transparent. The amount is payable to SHGs as per agreement executed between the 1st Respondent and the SHGs. The salary was not directly disbursed either by 1st Respondent or 2nd Respondent. Only lump sum amount payable to SHGs as per agreement was credited into bank account of the respective SHGs. Due to change of maintenance policy in the year 2015, the management decided to float a tender for gardening and lawn maintenance work. The 1st Respondent never engaged the Petitioners nor terminated the service of the Petitioners. They were working under SHGs and receiving salary from that group. Therefore, the claim petitions filed by the Petitioners are liable to be dismissed.

5. All the Petitioners have filed proof of affidavit respectively and documents which are marked as Ex.W1 to W7 in support of their stand. Similar documents filed by all the other Petitioners are considered and for the sake of brevity, the same are not extracted. On behalf of the Respondent No.1 & 2 proof of affidavit is filed by Shri V.Srinivasan and documents are marked as M1 to M7.

Witnesses Examined:

For the First Party Petitioner : WW1 Shri C.Chander

For the 2nd Party/Management : MW1 Shri V.Srinivasan

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

Ex.No.	Date	Description
Ex.W1	19.04.1999	Employment Certificate from 1996 to 1999 (I.D. No.24/2017)
Ex.W2	09.11.2000	Employment Certificate from 1999 to 2000 (I.D. No.24/2017)
Ex.W3	2001-2015	Bunch of entry passes (I.D. No.24/2017)
Ex.W4	01.04.2012 to 13.08.2015	Bank Statements (I.D. No.24/2017)
Ex.W5	13.08.2000	Copy of order in W.P.No.14681 of 2000
Ex.W6	27.12.2016	Copy of order of Labour Commissioner
Ex.W7	02.06.2017	Copy of order of reference by Central Govt.

Documents Marked:

On behalf of Respondent/Management :

Ex.No.	Date	Description
Ex.M1	17.07.2014	Agreement with Bharathiyar Women's Self Help Group with Annexures
Ex.M2	-	Pan Card of BSHG
Ex.M3	Aug, Nov.2014	Payment made by the 1st Respondent to the BSHG with Vouchers
Ex.M4	25.01.2015	Certificate for TDS of BSHG
Ex.M5	2013 & 2015 to 2019	Certificate for TDS in favour of Chander
Ex.M6	17.10.2012	Work order for removal of Tested Materials around Structural Engineering Laboratory
Ex.M7	11.09.2012	Work order for transporting debris

6. Heard learned counsels for both the parties and perused the record. The issue that arises for determination is whether the Petitioners are employees of Respondent No.1 & 2, if yes, consequences thereof?

7. All the Petitioners filed their affidavits with the statement that they were appointed by the Respondent No.1 & 2 and they were getting salary through their bank account upto February, 2015. All the Petitioner(s) stated that he has been included in the Respondent No.3 group and not raised any protest to it or made any written complaint before the Respondent No.1 & 2. Every employee stated that "I can't say as to who has been disbursing salary to my SB account as salary." This statement of the Petitioners clearly establish the fact that salary was not paid by Respondent No.1 & 2. The Petitioners were members of the SHGs i.e., Respondent No.3

8. Shri V.Srinivasan, Respondent No.2 stated in his affidavit that SHG was engaging workers depending upon the quantum of work to be executed. A contract has been entered into between the IIT Institute and SHGs and the amount payable was credited into the bank account of SHG group and IIT.,Madras was not the employer of the Petitioners. It was engaging SHG after due tender process and it

had no control over the number of workers engaged for the work entrusted. In his cross examination, the Respondent No.2 denied the knowledge of whether Respondent No.3 is a registered contractor or not. He further denied that whether the contractor was a licensed contractor or not. But, denied that Respondent No.3 is managed but for the purpose of the case against Respondent No.1.

9. The Respondent submitted an agreement which is marked as Ex.M1 which contained pages 01 to 24 of the paper book. This exhibit makes the position clear that agreement was executed between the 1st Respondent and SHG to maintain the work of gardening of the IIT., Madras. Ex.M3 is the document which reveals the payment made by the IIT., Madras for an amount of Rs.28,592/-. Ex.M4 is certificate of TDS of BSHG. All these documents prove that the Petitioners were workers of the Respondent No.3 and they were under the control of Respondent No.3. The payment of salary was made as per agreement by Respondent No.3 with 1st Respondent IIT, Madras and not to the workers directly.

10. The learned counsel appearing on behalf of the Petitioners argued that Respondent No.3 was not a registered contractor and it was not having due license. Therefore, the Respondent No.3 cannot be treated as independent contractor and Petitioners must be considered as employees of Respondent Nos.1 & 2.

11. The learned counsel appearing for the Appellant relied upon the judgement delivered by the Hon'ble Gujarat High Court in the case of General Manager, (Project) ONGC Corporation Ltd and another in S.C.A. No.4119/2002 dated 17.04.2002. In the said case, the ONGC pleaded that 18 workers in its services were contract workers. The Industrial Tribunal gave a finding adverse to the Corporation. Hence, the Corporation filed a Writ Petition before the Hon'ble High Court, wherein it was held that workmen were working under the ONGC for more than 10 years and the alleged contract was bogus and accordingly, dismissed the petition filed by the Corporation.

12. The learned counsel appearing for the Respondent argued that there is no need to obtain license u/s.12 of the Contract Labour Act by the contractor and failure of the contractor through whom contract labourers are engaged has not brought out the relationship of employer -employee between contract labour and the 1st Respondent. He also relied upon the judgement of Hon'ble Karnataka High Court in the case of Sail Authority of India Ltd Vs SAIL Contract Workers' Union MANU/KA/0478/1991, wherein the Hon'ble Court held that the Act has two main aspects namely –

- i) to prohibit employment of contract labour;
- ii) to regulate working conditions of the contract labour.

The court further held that failure of the contractor to obtain license would not result in bringing direct relationship of employer-employee between the contract labourers and principal employer.

13. The learned counsel for the Respondent further relied upon another case law of the Hon'ble Supreme Court in Bharat Heavy Electricals Ltd. Vs.Mahendra Prasad Jakhmola & Ors (MANU/SC/0364/2019). In that case, the Hon'ble Supreme Court held that gate passes were issued for the sake of safety and also from the administrative point of view and the idea was security, otherwise any person could enter into then precincts of the factory, and therefore, direct relationship ought to be inferred from this fact alone that when the workmen admitted that payments of their services were made by contractors, then it cannot be said that payment was made by the establishment.

14. In the aforesaid case, the Hon'ble Court pointed out relevant factors to be taken into consideration to establish employer-employee relationship as under:-

“65. Thus, it can be concluded that the relevant factors to be taken into consideration to establish an employer-employee relationship would include, inter alia:

- (i) who appoints 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.”

15. In the present case, the Petitioners are appointed by the contractor BWSHG and it has paid salary to the Petitioners. The said contractor has only the control or authority to dismiss the employees and it can take disciplinary action and not by the Respondent No.1 or 2. The Respondent has never issued any appointment letter in favour of the Petitioners and never paid salary to them and never taken any disciplinary action against the Petitioners.

16. The Hon'ble Supreme Court further held that workmen themselves admitted that there is no appointment letter, no PF was deducted, no pay slip was issued by BHEL, as they were in the service of the contractor and therefore, allowed the petition of the BHEL and dismissed the claim of workmen. This judgement of the Hon'ble Supreme Court is squarely applicable to the facts of the present case.

17. As per the discussion above, the above Petitioners are the employees of the contractor Bharathiyar Women Self Help Group and not the Respondent No.1 or 2. Therefore, the Petitioners are not entitled for the relief claimed.

AWARD

The aforesaid nine Industrial Disputes are dismissed as devoid of any merit.

Record be consigned to the record room.

SUSHIL KUMAR-II, Presiding Officer

नई दिल्ली, 10 जून, 2026

का.आ. 1218.— औद्योगिक विवाद अधिनियम (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार श्रीरंगम डाकघर के वरिष्ठ अधीक्षक, इरोड डाकघर के सहायक अधीक्षक और श्री एम. मणिवन्नन। कर्मचारी के बीच अनुबंध में निर्दिष्ट केन्द्रीय सरकार औद्योगिक अधिकरण- सह- श्रम न्यायालय, चेन्नई पंचाट(संदर्भ संख्या-21/2021) को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है।

[फा. सं. एल-42025/07/2026/16-आईआर (डीयू)]

सलोनी, उप निदेशक

New Delhi, the 10th June, 2026

S.O. 1218.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 21/2021) of the **Central Government Industrial Tribunal cum Labour Court, Chennai** as shown in the Annexure, in the Industrial dispute between the employers in relation to **The Senior Superintendent of Post Office, Srirangam, The Asst. Superintendent of Post Office, Erode and Shri M. Manivannan** workman.

[F. No. L-42025/07/2026/16-IR(DU)]

SALONI, Dy. Director

ANNEXURE

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

Date: 02-02-2026

Present: SUSHIL KUMAR-II, PRESIDING OFFICER

I.D. No.21/2021

BETWEEN

Shri M.Manivannan

S/o. Mahalingam

No.3/31, Poonga Nagar, Erakudi SO,

Duraiyur Taluk,

Tiruchirapalli Dist.-621 001.

: 1st Party/ Petitioner

AND

1.The Senior Superintendent of Post Office,

Srirangam Division,

Srirangam-620 006.

2.The Asst. Superintendent of Post Office,

Erode North Sub Division,

Erode-638 003.

: 2ⁿ Party/Respondents

Appearance:

For the 1st Party/ Petitioner : M/s. R.Malaichamy, Advocates

For the 2nd Party/ Respondents No.1 & 2: M/s. R.Kumar, Advocates

The Petitioner has filed this petition u/s.2A of the Industrial Disputes Act, 1947 by amending the pleadings, on the direction of the Hon'ble High Court of Madras in Writ Petition No.1901 of 2020 dated 20.02.2020, wherein, the Hon'ble Court has set aside the impugned order dated 08.09.2019 passed by this Tribunal, ex-parte order at S.R. stage, as the Petitioner has failed to mention date of termination or refusal of employment and remitted the matter back to this Tribunal to decide the issue on merits in accordance with law.

2. Brief facts of the case are as under:-

In the Additional Claim statement filed by the Petitioner, it was stated that the Petitioner was engaged as BPM (Branch Postmaster) at C.N. College BO (Branch Office), a/w V.Chatiram SO (Sub-Office) with effect from 17.06.1999 in the 2nd respondent Division against a clear vacant post and worked as such for more than 7 months without any break. The respondents also obtained Security Bond from the petitioner. As per GDS (C & E) Rules, only in the cases of regular appointment, the said Bond is obtained by the authority. Therefore, it is very evident that the petitioner was engaged on regular basis. Thereafter, the petitioner was posted at V.Chatiram SO from 07.02.2000 and worked as ED (Extra Departmental) Packer, ED Stamp Vendor (SV) and EDDA as such till 2001. From 01.03.2002 to 22.03.2003, the petitioner worked in the capacity of stop gap arrangement at Kottaiyur BO, a/w Erakudi SO under the 1st Respondent Division. Thereafter, he was working at Karungalpalayam SO, Nathiyanur SO as EDDA and Mullampattai BO as BPM till May 2011. The petitioner had rendered nearly 18 years service as Village Postman. The staff attendance register(s) and the Acquaintance Roll of BOs and SOs would prove that he was working in the 1 & 2nd respondents Divisions. Therefore, he made several requests to the respondents 1 & 2 to absorb him against any one of the clear vacant post as GDS, but was not considered. Again he requested the authorities to consider his claim, but it ended in failure. The petitioner states that lastly he was working as GDS BPM at Kottaiyur BO from 26.06.2014, he was denied work regularly, but the respondents engaged him in the leave places for some time till April 2015. Thereafter, the authority directed the petitioner not to come to the Office without passing any order in writing by saying that he was engaged only on stop gap arrangement. Therefore, his efforts to make the Postal authorities to absorb him into service became futile. The petitioner was working in the respondents 1 & 2 Divisions only after duly approved by the competent authority. In the earlier occasion, the Postal Department used to absorb similarly placed persons like the petitioner on completion of 240 days of work. The petitioner states that as per the old Recruitment Rules, i.e. the Rule in force as on 2000, he was entitled to absorption as GDS, since the petitioner has put more than 240 days of work. As per GDS Rules, the substitute/outsider is a person who should be approved by the authority competent to sanction leave to the regular GDS. Such approval should be obtained in writing. Therefore, it is evident that the petitioner's appointment as provisional/substitute/outsider also was approved by the competent authority. Therefore, it is prayed that the Petitioner is entitled to be reinstated into service as GDS with all attendant benefits.

3. In the Counter statement, it is stated by the Respondent that the Petitioner was only an outsider engaged purely on temporary basis in the vacant post of Gramin Dak Sevak mail carrier, Kottaiyur branch

post office during the period 01.03.2002 to 22.03.2003 only on intermittent spells. Further, outsiders who were engaged before 11.02.1988 has been considered for regular absorption into service as per Circle Office letter dated 23.12.1993. Therefore, outsiders engaged after 11.02.1988 cannot be brought into dovetailed list. Now, the engagement of Gramin Dak Sevak is being done as per provisions of Gramin Dak Sevaks (Conduct & Engagement) Rules, 2020 and thus, there is no provision to absorb outsiders like the Petitioner as regular Gramin Dak Sevak. Further, it is submitted that there is no violation of provisions of Section 25F of the Industrial Disputes Act, 1947 in the case of the Petitioner. It is the claim of the Respondent that no records are available with them regarding engagement of the Petitioner. But, it is admitted that Petitioner has worked as outsider purely on temporary basis in Kottaiyur Branch Office with Erakudi Sub Office from 01.03.2002 to 22.03.2003 and his services were not utilized w.e.f. 23.03.2003. It is submitted that as per order of the Chief Postmaster General, Tamilnadu Circle, Chennai letter date 23.12.1993 outsiders initially engaged after 11.02.1988 are not eligible for regularization even if they have completed 240 days of service and hence, the claim petition is liable to be dismissed.

Witnesses Examined:

For the First Party Petitioner : WW1 Shri M.Manivannan

For the 2nd Party/Management : MW1 Shri A.Asaithambi

Documents Marked:

On the Petitioner's side:

Ex.No.	Date	Description
Ex.W1	03.01.2002	Security bond for the period from 03.01.2002 to 02.01.2003.
Ex.W2	02.01.2003	Security bond for the period from 01.01.2003 to 31.12.2003.
Ex.W3	09.08.2010	Representation to 2 nd opposite party.
Ex.W4	04.05.2011	Acquaintance Roll (May 2011) issued by Postmaster Bhavani HPO
Ex.W5	21.05.2011	Acquaintance Roll issued by Branch Postmaster Mullampatti BO
Ex.W6	-	Statement of days of duties performed
Ex.W7	14.12.2017	Petition u/s.2A of Industrial Disputes Act, 1947 before conciliation officer
Ex.W8	05.03.2018	Call letter from conciliation officer
Ex.W9	28.03.2018	Order of conciliation officer, Chennai.

Documents Marked:

On behalf of Respondent/Management :

Ex.No.	Date	Description
Ex.M1	23.12.1993	Chief Postmaster General, Chennai letter REP/84-73/93 dt.23.12.1993
Ex.M2	24.11.2005	Judgement in W.P.No.5026 of 2003 in UOI Vs A.Suguna & Ors
Ex.M3	18.05.2015	Chief Postmaster General, Chennai letter dated 13.05.2015 communicated to Regional Office Trichy letter No.STB/1-1/2014/TR dt 18.05.2015
Ex.M4	10.04.2006	Judgement of Hon'ble Supreme Court in the case of Umadevi & Others.

4. Heard both the parties and perused the records. The first point that arises for determination is what is the length of service of the Petitioner.

5. The Petitioner in his claim petition stated that he was appointed by the Respondent w.e.f. 17.06.1999 under the 2nd Respondent Division against clear vacancy and worked for more than seven months. Thereafter, the Petitioner was posted at V.Chatiram SO from 07.02.2000 and worked as ED Packer, ED Stamp Vendor (SV) and EDDA as such till 2001. From 01.03.2002 to 22.03.2003, the petitioner worked in the capacity of stop gap arrangement at Kottaiyur BO and thereafter, the Respondent engaged him in the leave places for some time till April, 2015. This fact is proved by the Respondent by filing an affidavit through MW1 in his cross examination. The Respondent nowhere suggested that the Petitioner is telling lie and he has not served upto April, 2015 in the office of the Respondent. Only this was suggested that the Petitioner is not entitled to the relief as sought for. It was not suggested by the Respondent that length of service is false.

6. The Petitioner had executed security bonds for the period 03.01.2003 to 02.01.2003 and 01.01.2003 to 31.12.2003, which are marked as Ex.W1 & Ex.W2. The Petitioner submitted a representation dated 09.08.2010 to the Respondent which is marked as Ex.W3. The acquittance rolls issued by Postmaster Bhavani HPO and Mullampatti are marked as Ex.W4 & Ex.W5. All these documents suggest that Petitioner performed his duties with the Respondent for several years. The Respondent failed to deny the period of service specifically and only mentioned that it is informed by the Sr. Superintendent of Office, Erode Division that there are no records available with them regarding engagement of the Petitioner as averred by him. Although, it is admitted that Petitioner has worked as an outsider in Kottaiyur branch office for the period from 01.03.2002 to 22.03.2003, the MW1 in his cross-examination admitted that Petitioner was paid wages by way of cash as no appointment order was ever issued. He further stated that it is not a fact that the Petitioner has worked continuously for more than 240 days in the calendar year preceding his disengagement i.e., May, 2011. Thus, the Respondent witness admitted that the Petitioner was disengaged in the month of May, 2011.

7. The Respondent has submitted various documents in the typeset. However, none of these document is helpful to determine length of service of the Petitioner. Thus, in view of the discussion above, this fact is established that Petitioner has worked continuously for more than 240 days with the Respondent office. Therefore, this issue is decided in favour of the Petitioner.

8. The Second issue that arises for consideration is whether the Petitioner is entitled for regularization of his service?

9. It is argued on behalf of the Petitioner that cutoff date fixed for absorption of casual labour as 01.09.1993, i.e., in violative of Article of 14 & 16 of the Constitution of India. Therefore, the Petitioner is entitled to the benefit of judgement of Hon'ble Supreme Court in the case of Narendra Kumar Tiwari & Others Vs. State of Jharkhand & Ors in Civil Appeal Nos.7423-7429 of 2018 dated 01.08.2018. In that case, the Appellant served for ten years. But, in the present case, the Petitioner has worked for more than 240 days and the fact is not established that he has worked for more than ten years against vacant post.

10. It is argued on behalf of the Respondent that policy regarding appointment of casual labourers in Central Government has been reviewed by Government, keeping in view the judgement delivered by the Hon'ble Supreme Court on 17.01.1986 in the case of Shri Surinder Singh & Others Vs. Union of India AIR 1986 SC 584 and it has been decided to lay down some guidelines in the matter of recruitment of casual workers on daily wage basis. It is submitted that the Petitioner being an outsider who have engaged before 1978 has been considered for appointment on regular basis and outsider after 11.02.1988 cannot be brought into dovetailed list as per guidelines given by the Hon'ble Madras High Court, the Petitioner is not entitled for regularization. On perusal of record, it appears that those persons who were appointed on daily wages were not entitled for regularization for the work of regular in nature.

11. The learned counsel for the Appellant relied upon the judgment of Hon'ble Karnataka High Court in the case of State of Karnataka Vs. Umadevi & Others Appeal (Civil) 3595-3612 of 1999. In this case, the Hon'ble Supreme Court in Civil Appeal No.3595-3612 of 1999, 3520-3524 of 2002 arising out of SLP 9103-9105 of 2001 dated 10.04.2006 has directed the Union of India, State Governments and their instrumentalities should take steps to regularize as one time measure the services of such irregularly appointed persons who have worked more than 10 years in the duly sanctioned posts but under cover of orders of Courts or Tribunals and further ensure that regular recruitments are undertaken to fill up the vacant posts.

12. On perusal of the said judgement, it appears that some persons were appointed irregularly against sanctioned posts. In the present case, Petitioner was not appointed regularly against sanctioned post, but was appointed on casual basis from the inception of service. Therefore, this case law is not applicable in favour of the Petitioner.

13. In this case, the Respondent stand was that substitutes engaged before 11/02/1988 and were completed 240 days in any two years before 11.02.1988, they were brought to dovetailed list and considered for absorption as EDDAs as and when their turn comes. This contention was affirmed by the Hon'ble Court. Because, in this case the post of Branch Postmaster fell vacant on 04.03.1998 till regular incumbent is selected and posted the Respondent A.Suguna was appointed purely on temporary basis for the period from 04.03.1998 to 03.05.1998 and it was subsequently extended from 04.05.1998 to 15.11.1998. The said appointment was made with a specific condition that she would be terminated when regular appointment is made and she shall not have any claim to appoint to any post. The post was notified and selection was done on 20.09.1998. One Saraswathi who has secured highest marks in Xth Standard was selected and appointed w.e.f 16.11.1998. The first Respondent who applied for the post but was not considered as she did not fulfil the eligibility conditions and temporary appointment was given to the 1st Respondent was terminated on 16.11.1998. The first Respondent cannot challenge the appointment of Saraswathi. The Tribunal held that she cannot claim regularization post on her temporary service. She filed another application seeking direction to include her name in the dovetailed list based on her temporary service from 04.03.1998 to 16.11.1998 and this application was disposed off with a direction to the Respondent to consider the request of the Applicant.

14. The Chief Postmaster General, Tamil Nadu Circle vide instruction No.REP/84-7 3/93 dated 23.12.1993 has instructed that substitutes are not to be engaged in ED vacancies for long periods indefinitely and provisional appointment should be made through employment exchange after observing the due process.

15. As per the case of the Appellant before the Hon'ble Madras High Court that the 1st Respondent who worked as Branch Postmaster from 04.03.1998 to 16.11.1998 on an arrangement without any due process of selection is not eligible to include her name in the dovetailed list. The Hon'ble Court held that department is not required to consider other persons after coming into force of Department of Posts GDS (Conduct & Employment) Rules, 2001 and the appointment of substitutes for outsiders or provisional appointees are not made based on the scheme and rules alone are being followed. This judgement is squarely applicable to the facts of the present case.

16. The third point that arises for my consideration is whether the Petitioner is entitled for compensation as claimed in the petition?

17. Section 25F of the Industrial Disputes Act, 1947 runs as under:-

“25F. Conditions precedent to retrenchment of workmen.

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

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

[* * *]

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

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

18. The Respondent itself admitted in its reply that Petitioner worked from 01.03.2002 to 22.03.2003. Therefore the Petitioner has served continuously for more than a year. Before retrenchment of the Petitioner from service, the conditions provided under the provisions 25F(1) must be fulfilled. The Respondent admitted in its reply that conditions provided u/s.25F were not fulfilled. No notice was served on the Petitioner before retrenchment as well as no payment was made. Therefore, the Petitioner is

entitled to get benefit u/s.25F of the Act, which provides if no notice is given, then one month wages to be given to the employee and employee shall be entitled to get equivalent to fifteen days average pay.

AWARD

Therefore, this Industrial Dispute is allowed to that extent. Since the Petitioner was not given notice or one month wages in lieu of notice, therefore, he is entitled for compensation of Rs.2,00,000/- (Rupees Two lakhs only). The Respondent is directed to pay the following amounts to the Petitioner within three months:

- a) One month wages in lieu of notice along with interest @ 6% per annum from the date of removal till the date of payment;
- b) Fifteen days average pay of the Petitioner along with interest @ 6% per annum from the date of removal till the date of payment;
- c) Compensation amounting to Rs.2 lakhs.

All the above payments must be made within three months.

Ordered accordingly.

Record be consigned to the record room.

SUSHIL KUMAR-II, Presiding Officer

नई दिल्ली, 10 जून, 2026

का.आ. 1219.—औद्योगिक विवाद अधिनियम (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार हिमालयी जैवसंसाधन प्रौद्योगिकी संस्थान (सीएसआईआर परिसर), पालमपुर, हिमाचल प्रदेश के निदेशक, ओम प्रकाश (सरकारी ठेकेदार), हिमाचल प्रदेश के प्रबंधन के संबद्ध नियोजकों और श्री कुलदीप कुमार, कर्मचारी के बीच अनुबंध में निर्दिष्ट केन्द्रीय सरकार औद्योगिक अधिकरण- सह- श्रम न्यायालय, चंडीगढ़ पंचाट (संदर्भ संख्या-143/2015) को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है।

[फा. सं. एल-42025/07/2026/26-आईआर (डीयू)]

सलोनी, उप निदेशक

New Delhi, the 10th June, 2026

S.O. 1219.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No.143/2015) of the **Central Government Industrial Tribunal cum Labour Court, Chandigarh** as shown in the Annexure, in the Industrial dispute between the employers in relation to the **Director Institute of Himalayan Bioresource Technology, (CSIR Complex) Palampur, Himachal Pradesh, Om Parkash (Govt. Contractor) Himachal Pradesh and Shri. Kuldeep Kumar workman.**

[F. No. L-42025/07/2026/26—IR(DU)]

SALONI, Dy. Director

ANNEXURE

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

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

ID No.143/2015

Kuldeep Kumar S/o Sh. Parkash Chand through R K Singh Parmar, General Secretary Punjab INTUC L-211 Brari PO Partap Nagar, Nangal, Tehsil Nangal, District Rupnagar (Punjab)

----- Workman

Versus

1. Director Institute of Himalayan Bioresource Technology, (CSIR Complex) Palampur, District Kangra, Himachal Pradesh.
2. Om Parkash (Govt. Contractor) S/o Sh. Dumnoo Ram, R/o VPO Kandral, Tehsil Bajinath, District Kangra, Himachal Pradesh.

---Respondents

Present:- Sh. R P Rana, AR for workmen.

Sh. G S Sidhu, AR for respondent no.1.

Sh. K B Sharma, AR for respondent no.2.

AWARD :28.01.2026

1. Workman has filed the present petition/complaint under Section 33 of the Industrial Disputes Act, 1947 (hereinafter called the Act) against his termination by respondent no.1 & 2 on 28.11.2024.
2. The brief facts, related to the case are that the workman was terminated orally by respondents on 28.11.2014 during the pendency of the main reference bearing no.255 of 2013 contravening Section 33 of the Act. It is prayed that termination be set aside and appropriate order be passed.
3. Notice of complaint was given to the respondents.
4. Respondent no.1 filed reply thereof maintaining therein that the workman was never employed by respondent no.1 and no master and servant relation exists between respondent no.1 and the workman. Workman was deployed by respondent no.2 as a part of the man-force for executing the work in terms of the agreement dated 18.07.2013 which expired in July, 2014 and thereafter no further contract was awarded to respondent no.2 nor any man-force has been deployed. The respondent No.2 had been paid the bills submitted by him, in terms of the agreement with him. Termination of service of the workman is on the part of respondent No.2 i.e. contractor. In any case, since the workman was never employed in the service of respondent no.1, the question of violation of any service condition during the pendency of the reference No.255 2013 does not arise against respondent no.1. It is prayed that the application may be rejected against respondent no.1.
5. Respondent no.2 also filed reply, maintaining therein that respondent no.2 himself earlier was a worker with respondent no.1 since 1988 and it is only in the year 1995 respondent no.2 was registered as Government Contractor. The workman was already working with respondent no.1, when the contract was allotted to respondent no.2. Neither the workman was engaged by respondent no.2 nor the services of the workman were ever terminated by respondent no.2. It is the respondent no.1 who used to select the employees like workman and respondent no.2 has no role in the same. Thus, it shows that the contract was just an eyewash and respondent no. 1 is selecting and terminating the workman and other workmen. Respondent no.2 was allotted contract by the respondent no.1 in different years and sometime the contract was allotted to other contractor, whereas the employees/workers remains same despite the change of contractor. Meaning thereby respondent no.1 is the controlling authority of the workman including their engagement, termination etc. and the even the wages of workman were also decided by respondent no. 1 only and the contractor has no role to play in the same. From 2017, onwards contract was not allotted to the answering respondent. The services of the workman were not terminated by the answering respondent and the same were terminated by the respondent no.1. It is prayed that the present petition against respondent no.2 may be dismissed.

Evidence of parties:-

6. In order to prove his case, workman examined himself as WW1 and tendered into evidence his affidavit Ex.WW1/A and has been cross examined by the AR for respondent no.1. AR for workman closed the evidence on 15.10.2019.
7. List of documents, original exhibited with ID No.85/2015 Bir Singh Vs IHBT, photocopy placed in file:-

Sr. No.	Document	Dated	Exhibit
8.	Bill	24.05.2013	Ex.W-1
9.	Bill	22.03.2021	Ex.W-2
10.	Bill	22.03.2021	Ex.W-3
11.	Bill	22.07.2010	Ex.W-4
12.	Bill	23.03.2007	Ex.W-5
13.	Bill	28.03.2007	Ex.W-6
14.	Bill	07.09.2010	Ex.W-7

8. Respondent no.1 has examined Sh. Virender Lamba, Administrative Officer, CSIR-IHBT, Palampur as RW1, who tendered into evidence his affidavit RW1/A along with documents RW1/1 and RW1/2 and has been cross examined by AR for workman. AR for respondent no.1 closed the evidence on 12.02.2025.

List of documents:-

Sr. No.	Agreement	Dated	Period
1.	Agreement with M/s Om Prakash Kapoor (Part of Ex.RW-1/1 Colly)	05.05.1999	01.05.1999 to 30.04.2000
2.	Agreement with M/s Om Prakash Kapoor (Part of Ex.RW-1/1 Colly)	05.05.1999	01.04.1999 to 31.03.2000
3.	Letter (Part of Ex.RW-1/1 Colly)	16.07.2001	16.07.2001 to 15.07.2002
4.	Agreement with M/s Om Prakash Kapoor (Part of Ex.RW-1/1 Colly)	17.07.2002	16.07.2002 to 15.01.2003
5.	Agreement with M/s Om Prakash Kapoor (Part of Ex.RW-1/1 Colly)	16.10.2008	06.10.2008 to 05.10.2009
6.	Agreement with M/s Om Prakash Kapoor (Part of Ex.RW-1/1 Colly)	16.10.2008	06.10.2008 to 05.10.2009
7.	Agreement with M/s Om Prakash Kapoor (Part of Ex.RW-1/1 Colly)	16.10.2008	06.10.2008 to 05.10.2009
8.	Agreement with M/s Om Prakash Kapoor (Ex.RW-1/1 Colly)	07.01.2010	Two years
9.	Agreement with M/s Om Prakash Kapoor (Part of Ex.RW-1/1 Colly)	07.12.2010	Two years
10.	Letter (Part of Ex.RW-1/1 Colly)	01.12.2010	01.12.2010 to 30.11.2012
11.	Agreement with M/s Om Prakash Kapoor (Part of Ex.RW-1/1 Colly)	07.12.2010	Two years
12.	Agreement with M/s Om Prakash Kapoor (Part of Ex.RW-1/1 Colly)	07.12.2010	Two years
13.	Letter (Part of Ex.RW-1/1 Colly)	01.12.2010	01.12.2010 to 30.11.2012
14.	Agreement with M/s Om Prakash Kapoor (Part of	09.12.2012	Two years

	Ex.RW-1/1 Colly)		
15.	Letter (Part of Ex.RW-1/1 Colly)	04.12.2012	07.12.2012 to 06.12.2014
16.	Agreement with M/s Om Prakash Kapoor (Part of Ex.RW-1/1 Colly)	09.12.2012	Two years
17.	Letter (Part of Ex.RW-1/1 Colly)	04.12.2012	07.12.2012 to 06.12.2014
18.	Agreement with M/s Om Prakash Kapoor (Part of Ex.RW-1/2)	19.12.2012	19.12.2014

9. Respondent no.2 has examined Sh. Om Parkash S/o Sh. Dumnoo Ram, who tendered into evidence his affidavit MW2/A along with documents MW2/1 to MW2/5 and has been cross examined by AR for workman as well as by AR for respondent no.1. AR for respondent no.2 closed the evidence on 08.10.2025.

List of documents:-

Sr. No.	Document	Date	Exhibit
1.	Experience Certificate	01.01.1994	MW2/1
2.	EPF slips of Suresh Kumar and Tilak Raj		MW2/2
3.	Pay Slip		MW2/3
4.	Attendance Register		MW2/4
5.	Agreement	24.05.1996	MW2/5
6.	Agreement	05.04.2016	MW2/6
7.	Letter	07.10.2014	Mark 2/A
8.	Undertaking		Mark 2/B

Submissions of workman:-

10. While arguing the case, AR for workman contended that in this case, reference was pending before this Tribunal bearing **ID No.255 of 2013 titled as The General Secretary, Institute of Himalayan Bio-Source Technology (CSIR) Shramik Sangh, Palampur, Distt. Kangra versus The Director, Himalayan Bio-source Technology (CSIR)** regarding regularization of service and accepting all other demands raised by union of workers, of which present workman is also a party. During the pendency of that reference, workman was removed from service orally on 28.11.2014 by respondent no.2 without seeking permission from this Court under Section 33(2)(b) of the Act, which is illegal. Workman would be deemed to be in the service of respondent no.1. He further contended that in this case, respondent no.2 was allotted contract by respondent no.1 for the period 19.12.2012 to 18.12.2014. However, the said period was reduced to 30.11.2014 as per Mark 2/A and the workman was paid salary upto 28.11.2014 and on that date, his services were dispensed with. He thus contended that the workman is liable to be reinstated into service.

Submissions of respondent no.1:-

11. While arguing the case, AR for respondent no.1 contended that IHBT i.e. respondent no.1 being subsidiary of CSIR is not covered under the definition of Industry as defined under the Act. To support this view, he place reliance upon **Central Institute of Medicinal and Aromatic Plants and others versus Sri Rishi Dev Mishra and other (Writ –C No.1005010 of 2006)**.

12. He further contended that there is no master and servant relation between respondent no.1 and the workman. To support this view, he placed reliance upon **The Joint Secretary, Central Board of Secondary**

education and another versus Raj Kumar Mishra and another (SLP (C) No.22030 of 2023. He further placed reliance upon Kirlosker Brothers Ltd. Vs. Ramcharan and others (2022 INSC 1255). He further contended that CSIR Service Rules are not applicable to the workman. No appointment letter was given to the workman. He thus contended that the complaint be dismissed.

Submissions of respondent no.2:-

13. While arguing the case, AR for respondent no.2 contended that respondent no.2 has engaged workman and other workmen, who have already filed reference bearing ID No.255/2013 and during the pendency of the case, workman was removed from the service on the asking of respondent no.1 principle employer as per Mark 2/A. Further no permission from the competent authority was taken before terminating the services of the workman as it was not necessitated.

Findings:-

14. I have given due consideration to the arguments advanced by Sh. R P Rana (AR for workman), Sh. G S Sidhu (AR for respondent no.1) and Sh. K B Sharma (AR for respondent no.2).

15. First question which arise for consideration is whether the applicant is workman as defined under Section 2(s) of the Act. To my mind, the claimant is a workman within the definition of Section 2(s) of the Act. In this regard, reliance can be made to the decision in the case of Devinder Singh Vs. Municipal Council, Sanaur, AIR 2011 Supreme Court 2532, wherein the Hon'ble Apex Court while interpreting the provisions of Section 2(s) of the Act which deals with the definition of "workman" has observed as under :

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

It is clear from the perusal of aforesaid observations that even if a person is engaged on temporary, part time or contract basis or for doing any other kind of work and is duly paid wages for the said work, in that eventuality such a person would be covered by the definition of "workman" as provided in Section 2(s) of the Act. Thus, nature of appointment or source of appointment is not relevant to be a "workman" within the Act. Since, the workman was engaged on contract basis by respondent no.2 for the work of respondent no.1, thus it would be termed as workman under Section 2(s) of the Act.

16. Next question which arises for consideration is whether respondent no.1 is an industry. The Hon'ble Apex Court in the case of Banglore Water Supply & Sewerage Board Vs. A. Rajappa 1978(36) FLR 266 dealt at length with the ambit and scope of expression "industry" as defined in Section 2(j) of the Act, and has laid down triple test for determining whether a particular establishment is industry or not. The triple test is where (a) systematic activity (b) organised by cooperation between employer and employee (the direct and substantial element is commercial) (c) for the production or distribution of goods and services to calculated to satisfy human wants and wishes prima facie is an "Industry" in that enterprise. Relevant part of judgment of Banglore Water Supply & Sewerage Board (supra) is reproduced as under:-

"Does research involve collaboration between employer and employee? It does. The employer is the institution, the employees are the scientists, para-scientists and other personnel. Is scientific research service? Undoubtedly it is. Its discoveries are valuable contributions to the wealth of the nation. Such discoveries may be sold for a heavy price in the industrial or other markets. Technology has to be plate for and technological inventions and innovations may be patented and sold. In our scientific and technological age nothing has more cash value, as intangible goods and invaluable services, than discoveries. For instance, the discoveries of Thomas Alva Edison made him fabulously rich. It has been said that his brain had the highest cash value in history for he made the world vibrate with the miraculous discovery of recorded, sound. Unlike most inventors, he did not have to wait to get his reward in heaven; he received, it munificently on this gratified and grateful earth,

thanks to conversion of his inventions into, money a plenty. Research benefits industry. Even though a research institute may be a separate entity disconnected from the many industries which funded the institute itself, it can be regarded as an Organisation, propelled by systematic activity, modeled on co-operation between employer and employee and calculated to throw up discoveries and inventions and useful solutions which benefit individual industries and the nation in terms of goods and services and wealth. It follows that research institutes, albeit run without profit-motive, are industries."

17. In the present case, respondent no.1 is doing research work and as per RW1 Sh. Virender Lamba, black tea, rose water, stevia plant, harar, amla and other medicinal plants are sold in the institute. He has also admitted that vide Ex.W1 to W7, various products of the institute have been sold to the customers. Thus, respondent no.1 is engaged in systematic activity organized by cooperation between employer and employee (employees being workmen in the present case) for the production or distribution of goods and services to calculated to satisfy human wants. In this regard, it is carrying out research. In addition to this, from the research work, benefits are being driven by respondent no.1 and as per observation of Hon'ble Supreme Court in **Banglore Water Supply & Sewerage Board (supra)**, respondent no.1 falls under the definition of 'industry' as defined under the Act.

18. So far as argument of AR for respondent no.1 that respondent no.1 being instrument of state does not fall under the definition of 'industry'. In this regard, Hon'ble Supreme Court in case titled as **Chief Conservator of Forest Versus Jagannath Maruti Kondhare (1996 (2) SCT 164)**, has held that work, which was not be regarded as a part of inalienable of inescapable function of the State and which work can be well undertaken by a private agency does not require an instrumentality of State, such functions of the State fall within the ambit of Industry. Thus, function of doing research and other allied works of selling of goods and earning from research cannot be said to be sovereign function of the State and thus for this purpose of industrial dispute, respondents would be termed as industry.

19. Thus, from every angle, respondent no.1 is an industry. Moreover, its employees are not governed by IHBT Rules or CCS Rules, thus it is an industry. In view of the judgment of Hon'ble Supreme Court titled as **Banglore Water Supply & Sewerage Board (supra)**, decided by Hon'ble Supreme Court the case law **Central Institute of Medicinal and Aromatic Plants and others (supra)** decided by Hon'ble High Court at Allahabad cited by AR for respondent no.1 is not attracted to the facts and circumstances of the present case.

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

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

21. The workman was doing work i.e. systematic activity for respondent no.1 at the asking of respondent no.2 and there was cooperation between the workman and respondent no.2, which involve substantial commercial element for rendering service to satisfy human wants. Thus, as per **Banglore Water Supply (supra)**, respondent no.2 would be termed as industry.

22. Next question, which arises for consideration is whether there exists relationship of employer and employee between respondent no.1 and present workman. In this regard, it is pointed out that admittedly in this case, union of workmen has filed **ID No.255 of 2013 titled as The General Secretary, Institute of Himalayan Bio-Source Technology (CSIR) (supra)**, wherein name of the worker appeared at Sr. No.23 of the list of enclosed by union as Annexure P-5. It is further pointed out that in order to prove relationship of employer and employee i.e. master and servant, the Hon'ble Supreme Court after analyzing the catena of cases has laid down in **Balwant Raj Saluja Vs. Air India Limited in Civil Appeal No.10266 dated 25.08.2014**, two well recognized tests to find out whether the labours are the contract employees of the principal employer are:-

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

In this case, admittedly, as per statement of Sh. Om Parkash (MW2), wages were paid by respondent no.2, however, control was of the respondent no.1. This fact got proved in statement of MW2. Thus, under these circumstances, it is held that there exist relationship of master and servant between respondent no.1 and workman.

23. Further, in the present case, admittedly respondent no.1 is entering into different contract agreements with respondent no.2 (Ex.RW1/1 Colly and Ex.RW2/2 as detailed above) by retaining same workmen and thus contracts are sham in view of the observation of Hon'ble Delhi High Court in similar matter in **Management of CPWD versus Anand Kumar Gautam and ors. (2024:DHC:2757)** which is as under:

“Contract labourers can be engaged for the work of contractor only and not for the work of any establishment. In the present case the work is of the establishment and not of the contractor. The term supply of labour by a contractor is against human dignity. No one can be a supplier of human labour to any establishment. It is the duty of State to give employment to citizen and not of the contractors. Contractors cannot supply labour to any establishment. In view of the above discussion it becomes quite obvious that the contractors workmen in the instant case have been retained all along and contractors have been changed. So the contractor is only a label of a bottle. This label is changed from time to time but the contents of the bottle always remain the same. The contractors have been changed and the workmen have been retained. Such a system is in-human. The contractors are the direct employees of the respondent/management.

*From the foregoing it becomes quite obvious that these two workmen have been working regularly and even without artificial breaks since 1995-96. **The contract is camouflage. There is direct relation of master and servant between the respondent and the workmen.**”*

24. Hon'ble Supreme Court in case titled as **Bhilwara Dugdh Utpadak Sahakari S. Ltd. Versus Vinod Kumar Sharma dead by LRs and others (AIR 2011 Supreme Court 3546)** has held as under:-

4. In order to avoid their liability under various labour statutes employers are very often resorting to subterfuge by trying to show that their employees are in fact, the employees of a contractor. It is high time that this subterfuge must come to an end.

5. Labour statutes were meant to protect the employees/workmen because it was realized that the employers and the employees are not on an equal bargaining position. Hence, protection of employees was required so that they may not be exploited. However, this new technique of subterfuge has been adopted by some employers in recent years in order to deny the rights of the workmen under various labour statutes by showing that the concerned workmen are not their employees but are the employees/workmen of a contractor, or that they are merely daily wage or short term or casual employees when in fact they are doing the work of regular employees.

25. Thus, from the above observation of Hon'ble Supreme Court, it is clear that respondent no.1 has resorted to subterfuge by trying to show that workman was employee of respondent no.2.

26. Moreover, respondent no.2 contractor while appearing in the witness box in his deposition has stated that in IHBT, there is practice that the contract for engagement of the employer/labour through contractors is for one year only and it changes on the basis of bid of the contractors every year. The contractor may change but the employees/labourers always remains same. The workman was already working with the management when the contract was tendered to the respondent no.2. Neither the workman was engaged by respondent no.2 nor the services of workman were terminated by respondent no.2. It is the respondent no.1 who uses to select/engage and terminate the labour/workman and respondent no.2 has no role in the same. Thus, it shows that the contract was just an eyewash. It is further submitted that contract was allotted to respondent no.2 by respondent no.1 on different years as per Ex.RW1/1 (colly) and Ex.RW2/2 and sometime to other contractors, meaning thereby the respondent no.1 is controlling authority of the workmen including their engagement, termination etc. and even the wages of workman

were also decided by respondent no.1 only and respondent no.2 has no role to play in the same. So, there exist relationship of employees/servant and employer/master between the workmen and respondent no.1. Thus, the judgment **The Joint Secretary, Central Board of Secondary education and another (supra)** cited by AR for respondent no.1 is not attracted to the present case as in this case, time and again, same workers were being engaged through contractor and in view of clear cut dictum of Hon'ble Delhi High Court in **Management of CPWD (supra)**, the aforementioned case law is not attracted.

27. So far as **Kirlosker Brothers Ltd. Vs. Ramcharan and others (supra)** relied upon by the AR for respondent no.1 is concerned, facts and circumstances of this case are distinguishable. In the said **Kirlosker Brothers Ltd. Vs. Ramcharan and others (supra)**, Court has held that that when there are no allegations or findings of sham and bogus contract then the contention of the reinstatement or the absorption of the workman cannot be sustained but the facts of the matter at hand is different from the facts of the case as in the instant case. In this case, workman was working since long and the work was of perennial nature. Thus, it tantamount to unfair labour practice.

28. It is added here that admittedly in this case, workman was discharged by the respondent no.1 & 2 and as per agreement Ex.RW1/2, contract was awarded to respondent no.2 by respondent no.1 for a period of two years i.e. from 19.12.2012 to 19.12.2014. However, workman was discharged prior to that on 28.11.2014 as per Mark-2/A, wherein it is stated by respondent no.1 as under :-

The contract for the related forms and field work, as per this institute's letter dated 04-12-2012, is scheduled to expire on November 30, 2014. Therefore, you are hereby informed that you must submit the fully completed EPF payment documents for all the workers employed under these contracts to the concerned EPF department, along with a copy to the institute, by October 2014, so that your final bill can be processed on time. Furthermore, please ensure that there are no outstanding financial dues of any kind for any worker; otherwise, these dues may be recovered from your security deposit.

29. No prior permission was taken by respondent no.1 & 2 before the discharging the services of workman. Section 33(2)(b) of the Act is very material and the same is reproduced below:-

“(b) for any misconduct not connected with the dispute, or discharge or punish, whether by dismissal or otherwise, that workman:

Provided that no such workman shall be discharged or dismissed, unless he has been paid wages for one month and an application has been made by the employer to the authority before which the proceeding is pending for approval of the action taken by the employer.”

30. As per aforesaid provision, the workman can be discharged or dismissed after paying one month wages and after getting approval of the competent authority. In this case, no wages for one month was paid nor any permission from competent authority was taken before discharging the workman and consequently, it would be considered that workman was in regular services of the workman. A **Full Constitutional Bench of Hon'ble Supreme Court** in case titled as **Jaipur Zila Sahakari Bhoomi Vikas Bank Ltd. versus Ram Gopal Sharma and others (2002 SCC (L & S) 279)** has held that failure to make application for approval of the order of discharge or dismissal or withdrawal of such application after making it, held, renders the order of discharge or dismissal void and inoperative.

31. The present application under Section 33A is well maintainable and purpose has also been defined by the Hon'ble Supreme Court in **Jaipur Zila Sahakari Bhoomi Vikas Bank Ltd. (supra)** case, which read as follows:-

Section 33A is available to an employee and is intended to save his time and trouble in as much as he can straightway make a complaint before the very authority, where the industrial dispute is already pending between the parties, challenging the order of approval instead of making efforts to raise an industrial dispute, get a reference and thereafter adjudication. Section 31 speaks of penalty in respect of the offences stated therein. This provision is not intended to give any remedy to an aggrieved employee. It is only to punish the offender. Merely because penal provision is available or a workman has a further remedy under Section 33A to challenge the approval granted, it cannot be said that the order of discharge or dismissal does not become inoperative or invalid unless set aside under Section 33A.

32. In view of the above discussion, the termination of workman on 28.11.2014 is bad in law and hence is set aside. In this case, both the respondents in connivance with each other has dispensed the services of the workman. Hence, both respondents are liable. The workman is entitled for reinstatement along with full back wages. It is ordered accordingly. The services of the workman would not be discharged/terminated during the pendency of the ID No.255 of 2013, wherein, they have claimed various demands vide charter of demands dated 09.05.2011. However, in case workman has attained the age of retirement, then he would be entitled for full back wages along with other consequential benefits instead of reinstatement in service.

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

KAMAL KANT, Presiding Officer

नई दिल्ली, 10 जून, 2026

का.आ. 1220.— औद्योगिक विवाद अधिनियम (1947 का 14) की धारा 17 के अनुसरण में, सेंट्रल यूनिवर्सिटी ऑफ पंजाब, बठिंडा, प्रोप्राइटर, मेसर्स चेकमेट फैसिलिटी एंड इलेक्ट्रॉनिक सॉल्यूशन मोहाली के प्रबंधन के संबद्ध नियोजकों और श्री सिकंदर सिंह कर्मचारी के बीच अनुबंध में निर्दिष्ट केन्द्रीय सरकार औद्योगिक अधिकरण- सह- श्रम न्यायालय, चंडीगढ़ पंचाट (संदर्भ संख्या-**168/2018**) को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है।

[सं. एल-42012 / 180 / 2018-आईआर (डीयू)]

सलोनी, उप निदेशक

New Delhi, the 10th June, 2026

S.O. 1220.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. **168/2018**) of the **Central Government Industrial Tribunal cum Labour Court, Chandigarh** as shown in the Annexure, in the Industrial dispute between the employers in relation to the **Central University of Punjab, Bathinda, Proprietor, M/s Checkmate Facility and Electronic Solution Mohali** and **Shri. Sikander Singh** workman.

[No. L-42012/180/2018—IR(DU)]

SALONI, Dy. Director

ANNEXURE

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

(Presided over by Mr. Kamal Kant, PO-cum-Link Officer).

ID No.168/2018

Registered on: 25.02.2019

Sikander Singh son of Sh. Sukhdev Singh, R/o Village Jassi Powali, Tehsil and Distt. Bathinda.

----- Workman

Versus

1. Central University of Punjab, Bathinda.

2. Proprietor, M/s Checkmate Facility and Electronic Solution PVT. LTD SCF 128, Phase 3B-2, Mohali.

----Management

Present:- Sh. Navinderjeet Singh, AR for workman.

Sh. Vikas Kashyap, AR for Respondent No.1.

Respondent No.2 (already ex-parte).

AWARD :19.01.2026

Central Government vide Notification No.L-42012/180/2018-(IR(DU)) dated 24.01.2019, under clause (d) of sub-section (1) and sub-section (2A) of Section 10 of the Industrial Disputes Act, 1947 (hereinafter called the Act), has referred the following Industrial dispute for adjudication to this Tribunal:-

“Whether the action of the management of Central University of Punjab, Bathinda and Checkmate Facility and Electronic Solutions Pvt. Ltd. in terminating the services of Sh. Sikander Singh w.e.f. 30.09.2012 who was working since May 2009 on the post of Mali is legal fair and justified? If not, what relief the workman is entitled to and from what date?”

1. In this case, workman had expired on 06.11.2024. Today, AR for workman stated that the legal heirs of Sikander Singh telephonically informed him that they don't want to pursue the case and the same be dismissed in default.

2. Thus, in view of the above statement, this Tribunal is left with no choice, except to pass a 'No Claim Award'. Accordingly, 'No Claim Award' is passed in the present reference.

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

KAMAL KANT, Presiding Officer

नई दिल्ली, 10 जून, 2026

का.आ. 1221.—औद्योगिक विवाद अधिनियम (1947 का 14) की धारा 17 के अनुसरण में, हिमालयी जैवसंसाधन प्रौद्योगिकी संस्थान (सीएसआईआर परिसर), पालमपुर, हिमाचल प्रदेश के निदेशक, ओम प्रकाश (सरकारी ठेकेदार), हिमाचल प्रदेश प्रबंधन के संबद्ध नियोजकों और श्री मुंशी राम, कर्मचारी के बीच अनुबंध में निर्दिष्ट केन्द्रीय सरकार औद्योगिक अधिकरण- सह- श्रम न्यायालय, चंडीगढ़ पंचाट(संदर्भ संख्या-72/2015) को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है।

[सं. एल-42025 / 07 / 2026 / 28-आईआर (डीयू)]

सलोनी, उप निदेशक

New Delhi, the 10th June, 2026

S.O. 1221.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No.72/2015) of the **Central Government Industrial Tribunal cum Labour Court, Chandigarh** as shown in the Annexure, in the Industrial dispute between the employers in relation to the **Director Institute of Himalayan Bioresource Technology, (CSIR Complex) Palampur, Himachal Pradesh, Om Parkash (Govt. Contractor) Himachal Pradesh and Shri. Munshi Ram** workman.

[No. L-42025/07/2026/28-IR(DU)]

SALONI, Dy. Director

ANNEXURE**In the Central Government Industrial Tribunal-cum-Labour Court-II, Chandigarh****(Present:- Mr. Kamal Kant, Presiding Officer).**

ID No.72/2015

Munshi Ram S/o Sh. Prabhu Ram through R K Singh Parmar, General Secretary Punjab INTUC L-211
Brari PO Partap Nagar, Nangal, Tehsil Nangal, District Rupnagar (Punjab)

----- Workman

Versus

1. Director Institute of Himalayan Bioresource Technology, (CSIR Complex) Palampur, District Kangra, Himachal Pradesh.
2. Om Parkash (Govt. Contractor) S/o Sh. Dumnoo Ram, R/o VPO Kandral, Tehsil Bajinath, District Kangra, Himachal Pradesh.

----Respondents

Present:- Sh. R P Rana, AR for workman.

Sh. G S Sidhu, AR for respondent no.1.

Sh. K B Sharma, AR for respondent no.2.

AWARD :28.01.2026

1. Workman has filed the present petition/complaint under Section 33 of the Industrial Disputes Act, 1947 (hereinafter called the Act) against his termination by respondent no.1 & 2 on 28.11.2024.
2. The brief facts, related to the case are that the workman was terminated orally by respondents on 28.11.2014 during the pendency of the main reference bearing no.255 of 2013 contravening Section 33 of the Act. It is prayed that termination be set aside and appropriate order be passed.
3. Notice of complaint was given to the respondents.
4. Respondent no.1 filed reply thereof maintaining therein that the workman was never employed by respondent no.1 and no master and servant relation exists between respondent no.1 and the workman. Workman was deployed by respondent no.2 as a part of the man-force for executing the work in terms of the agreement dated 18.07.2013 which expired in July, 2014 and thereafter no further contract was awarded to respondent no.2 nor any man-force has been deployed. The respondent No.2 had been paid the bills submitted by him, in terms of the agreement with him. Termination of service of the workman is on the part of respondent No.2 i.e. contractor. In any case, since the workman was never employed in the service of respondent no.1, the question of violation of any service condition during the pendency of the reference No.255 2013 does not arise against respondent no.1. It is prayed that the application may be rejected against respondent no.1.
5. Respondent no.2 also filed reply, maintaining therein that respondent no.2 himself earlier was a worker with respondent no.1 since 1988 and it is only in the year 1995 respondent no.2 was registered as Government Contractor. The workman was already working with respondent no.1, when the contract was allotted to respondent no.2. Neither the workman was engaged by respondent no.2 nor the services of the workman were ever terminated by respondent no.2. It is the respondent no.1 who used to select the employees like workman and respondent no.2 has no role in the same. Thus, it shows that the contract was just an eyewash and respondent no. 1 is selecting and terminating the workman and other workmen. Respondent no.2 was allotted contract by the respondent no.1 in different years and sometime the contract was allotted to other contractor, whereas the employees/workers remains same despite the change of contractor. Meaning thereby respondent no.1 is the controlling authority of the workman including their engagement, termination etc. and the even the wages of workman were also decided by respondent no. 1 only and the contractor has no role to play in the same. From 2017, onwards contract was not allotted to the answering respondent. The services of the workman were not terminated by the answering respondent and

the same were terminated by the respondent no.1. It is prayed that the present petition against respondent no.2 may be dismissed.

Evidence of parties:-

6. In order to prove his case, workman examined himself as WW1 and tendered into evidence his affidavit Ex.WW1/A and has been cross examined by the AR for respondent no.1. AR for workman closed the evidence on 15.10.2019.

7. List of documents, original exhibited with ID No.85/2015 Bir Singh Vs IHBT, photocopy placed in file:-

Sr. No.	Document	Dated	Exhibit
1.	Bill	24.05.2013	Ex.W-1
2.	Bill	22.03.2021	Ex.W-2
3.	Bill	22.03.2021	Ex.W-3
4.	Bill	22.07.2010	Ex.W-4
5.	Bill	23.03.2007	Ex.W-5
6.	Bill	28.03.2007	Ex.W-6
7.	Bill	07.09.2010	Ex.W-7

8. Respondent no.1 has examined Sh. Virender Lamba, Administrative Officer, CSIR-IHBT, Palampur as RW1, who tendered into evidence his affidavit RW1/A along with documents RW1/1 and RW1/2 and has been cross examined by AR for workman. AR for respondent no.1 closed the evidence on 12.02.2025.

List of documents:-

Sr. No.	Agreement	Dated	Period
1.	Agreement with M/s Om Prakash Kapoor (Part of Ex.RW-1/1 Colly)	05.05.1999	01.05.1999 to 30.04.2000
2.	Agreement with M/s Om Prakash Kapoor (Part of Ex.RW-1/1 Colly)	05.05.1999	01.04.1999 to 31.03.2000
3.	Letter (Part of Ex.RW-1/1 Colly)	16.07.2001	16.07.2001 to 15.07.2002
4.	Agreement with M/s Om Prakash Kapoor (Part of Ex.RW-1/1 Colly)	17.07.2002	16.07.2002 to 15.01.2003
5.	Agreement with M/s Om Prakash Kapoor (Part of Ex.RW-1/1 Colly)	16.10.2008	06.10.2008 to 05.10.2009
6.	Agreement with M/s Om Prakash Kapoor (Part of Ex.RW-1/1 Colly)	16.10.2008	06.10.2008 to 05.10.2009
7.	Agreement with M/s Om Prakash Kapoor (Part of Ex.RW-1/1 Colly)	16.10.2008	06.10.2008 to 05.10.2009
8.	Agreement with M/s Om Prakash Kapoor (Ex.RW-1/1 Colly)	07.01.2010	Two years
9.	Agreement with M/s Om Prakash Kapoor (Part of Ex.RW-1/1 Colly)	07.12.2010	Two years
10.	Letter (Part of Ex.RW-1/1 Colly)	01.12.2010	01.12.2010 to 30.11.2012

11.	Agreement with M/s Om Prakash Kapoor (Part of Ex.RW-1/1 Colly)	07.12.2010	Two years
12.	Agreement with M/s Om Prakash Kapoor (Part of Ex.RW-1/1 Colly)	07.12.2010	Two years
13.	Letter (Part of Ex.RW-1/1 Colly)	01.12.2010	01.12.2010 to 30.11.2012
14.	Agreement with M/s Om Prakash Kapoor (Part of Ex.RW-1/1 Colly)	09.12.2012	Two years
15.	Letter (Part of Ex.RW-1/1 Colly)	04.12.2012	07.12.2012 to 06.12.2014
16.	Agreement with M/s Om Prakash Kapoor (Part of Ex.RW-1/1 Colly)	09.12.2012	Two years
17.	Letter (Part of Ex.RW-1/1 Colly)	04.12.2012	07.12.2012 to 06.12.2014
18.	Agreement with M/s Om Prakash Kapoor (Part of Ex.RW-1/2)	19.12.2012	19.12.2014

9. Respondent no.2 has examined Sh. Om Parkash S/o Sh. Dumnoo Ram, who tendered into evidence his affidavit MW2/A along with documents MW2/1 to MW2/5 and has been cross examined by AR for workman as well as by AR for respondent no.1. AR for respondent no.2 closed the evidence on 08.10.2025.

List of documents:-

Sr. No.	Document	Date	Exhibit
1.	Experience Certificate	01.01.1994	MW2/1
2.	EPF slips of Suresh Kumar and Tilak Raj		MW2/2
3.	Pay Slip		MW2/3
4.	Attendance Register		MW2/4
5.	Agreement	24.05.1996	MW2/5
6.	Agreement	05.04.2016	MW2/6
7.	Letter	07.10.2014	Mark 2/A
8.	Undertaking		Mark 2/B

Submissions of workman:-

10. While arguing the case, AR for workman contended that in this case, reference was pending before this Tribunal bearing **ID No.255 of 2013 titled as The General Secretary, Institute of Himalayan Bio-Source Technology (CSIR) Shramik Sangh, Palampur, Distt. Kangra versus The Director, Himalayan Bio-source Technology (CSIR)** regarding regularization of service and accepting all other demands raised by union of workers, of which present workman is also a party. During the pendency of that reference, workman was removed from service orally on 28.11.2014 by respondent no.2 without seeking permission from this Court under Section 33(2)(b) of the Act, which is illegal. Workman would be deemed to be in the service of respondent no.1. He further contended that in this case, respondent no.2 was allotted contract by respondent no.1 for the period 19.12.2012 to 18.12.2014. However, the said period was reduced to 30.11.2014 as per Mark 2/A and the workman was paid salary upto 28.11.2014 and on that date, his services were dispensed with. He thus contended that the workman is liable to be reinstated into service.

Submissions of respondent no.1:-

11. While arguing the case, AR for respondent no.1 contended that IHBT i.e. respondent no.1 being subsidiary of CSIR is not covered under the definition of Industry as defined under the Act. To support this view, he place reliance upon **Central Institute of Medicinal and Aromatic Plants and others versus Sri Rishi Dev Mishra and other (Writ –C No.1005010 of 2006)**.

12. He further contended that there is no master and servant relation between respondent no.1 and the workman. To support this view, he placed reliance upon **The Joint Secretary, Central Board of Secondary education and another versus Raj Kumar Mishra and another (SLP (C) No.22030 of 2023)**. He further placed reliance upon **Kirlosker Brothers Ltd. Vs. Ramcharan and others (2022 INSC 1255)**. He further contended that CSIR Service Rules are not applicable to the workman. No appointment letter was given to the workman. He thus contended that the complaint be dismissed.

Submissions of respondent no.2:-

13. While arguing the case, AR for respondent no.2 contended that respondent no.2 has engaged workman and other workmen, who have already filed reference bearing ID No.255/2013 and during the pendency of the case, workman was removed from the service on the asking of respondent no.1 principle employer as per Mark 2/A. Further no permission from the competent authority was taken before terminating the services of the workman as it was not necessitated.

Findings:-

14. I have given due consideration to the arguments advanced by Sh. R P Rana (AR for workman), Sh. G S Sidhu (AR for respondent no.1) and Sh. K B Sharma (AR for respondent no.2).

15. First question which arise for consideration is whether the applicant is workman as defined under Section 2(s) of the Act. To my mind, the claimant is a workman within the definition of Section 2(s) of the Act. In this regard, reliance can be made to the decision in the case of **Devinder Singh Vs. Municipal Council, Sanaur, AIR 2011 Supreme Court 2532**, wherein the Hon'ble Apex Court while interpreting the provisions of Section 2(s) of the Act which deals with the definition of "workman" has observed as under :

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

It is clear from the perusal of aforesaid observations that even if a person is engaged on temporary, part time or contract basis or for doing any other kind of work and is duly paid wages for the said work, in that eventuality such a person would be covered by the definition of "workman" as provided in Section 2(s) of the Act. Thus, nature of appointment or source of appointment is not relevant to be a "workman" within the Act. Since, the workman was engaged on contract basis by respondent no.2 for the work of respondent no.1, thus it would be termed as workman under Section 2(s) of the Act.

16. Next question which arises for consideration is whether respondent no.1 is an industry. The Hon'ble Apex Court in the case of **Banglore Water Supply & Sewerage Board Vs. A. Rajappa 1978(36) FLR 266** dealt at length with the ambit and scope of expression "industry" as defined in Section 2(j) of the Act, and has laid down triple test for determining whether a particular establishment is industry or not. The triple test is where (a) systematic activity (b) organised by cooperation between employer and employee (the direct and substantial element is commercial) (c) for the production or distribution of goods and services to calculated to satisfy human wants and wishes prima facie is an "Industry" in that enterprise. Relevant part of judgment of **Banglore Water Supply & Sewerage Board (supra)** is reproduced as under:-

"Does research involve collaboration between employer and employee? It does. The employer is the institution, the employees are the scientists, para-scientists and other personnel. Is scientific research service? Undoubtedly it is. Its discoveries are valuable

contributions to the wealth of the nation. Such discoveries may be sold for a heavy price in the industrial or other markets. Technology has to be placed for and technological inventions and innovations may be patented and sold. In our scientific and technological age nothing has more cash value, as intangible goods and invaluable services, than discoveries. For instance, the discoveries of Thomas Alva Edison made him fabulously rich. It has been said that his brain had the highest cash value in history for he made the world vibrate with the miraculous discovery of recorded, sound. Unlike most inventors, he did not have to wait to get his reward in heaven; he received, it munificently on this gratified and grateful earth, thanks to conversion of his inventions into, money a plenty. Research benefits industry. Even though a research institute may be a separate entity disconnected from the many industries which funded the institute itself, it can be regarded as an Organisation, propelled by systematic activity, modeled on co-operation between employer and employee and calculated to throw up discoveries and inventions and useful solutions which benefit individual industries and the nation in terms of goods and services and wealth. It follows that research institutes, albeit run without profit-motive, are industries.”

17. In the present case, respondent no.1 is doing research work and as per RW1 Sh. Virender Lamba, black tea, rose water, stevia plant, harar, amla and other medicinal plants are sold in the institute. He has also admitted that vide Ex.W1 to W7, various products of the institute have been sold to the customers. Thus, respondent no.1 is engaged in systematic activity organized by cooperation between employer and employee (employees being workmen in the present case) for the production or distribution of goods and services to calculated to satisfy human wants. In this regard, it is carrying out research. In addition to this, from the research work, benefits are being driven by respondent no.1 and as per observation of Hon'ble Supreme Court in **Bangalore Water Supply & Sewerage Board (supra)**, respondent no.1 falls under the definition of 'industry' as defined under the Act.

18. So far as argument of AR for respondent no.1 that respondent no.1 being instrument of state does not fall under the definition of 'industry'. In this regard, Hon'ble Supreme Court in case titled as **Chief Conservator of Forest Versus Jagannath Maruti Kondhare (1996 (2) SCT 164)**, has held that work, which was not be regarded as a part of inalienable or inescapable function of the State and which work can be well undertaken by a private agency does not require an instrumentality of State, such functions of the State fall within the ambit of Industry. Thus, function of doing research and other allied works of selling of goods and earning from research cannot be said to be sovereign function of the State and thus for this purpose of industrial dispute, respondents would be termed as industry.

19. Thus, from every angle, respondent no.1 is an industry. Moreover, its employees are not governed by IHBT Rules or CCS Rules, thus it is an industry. In view of the judgment of Hon'ble Supreme Court titled as **Bangalore Water Supply & Sewerage Board (supra)**, decided by Hon'ble Supreme Court the case law **Central Institute of Medicinal and Aromatic Plants and others (supra)** decided by Hon'ble High Court at Allahabad cited by AR for respondent no.1 is not attracted to the facts and circumstances of the present case.

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

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

21. The workman was doing work i.e. systematic activity for respondent no.1 at the asking of respondent no.2 and there was cooperation between the workman and respondent no.2, which involve substantial commercial element for rendering service to satisfy human wants. Thus, as per **Bangalore Water Supply (supra)**, respondent no.2 would be termed as industry.

22. Next question, which arises for consideration is whether there exists relationship of employer and employee between respondent no.1 and present workman. In this regard, it is pointed out that admittedly in this case, union of workmen has filed **ID No.255 of 2013 titled as The General Secretary, Institute of**

Himalayan Bio-Source Technology (CSIR) (supra), wherein name of the worker appeared at Sr. No.5 of the list of enclosed by union as Annexure P-5. It is further pointed out that in order to prove relationship of employer and employee i.e. master and servant, the Hon'ble Supreme Court after analyzing the catena of cases has laid down in ***Balwant Raj Saluja Vs. Air India Limited in Civil Appeal No.10266 dated 25.08.2014***, two well recognized tests to find out whether the labours are the contract employees of the principal employer are:-

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

In this case, admittedly, as per statement of Sh. Om Parkash (MW2), wages were paid by respondent no.2, however, control was of the respondent no.1. This fact got proved in statement of MW2. Thus, under these circumstances, it is held that there exist relationship of master and servant between respondent no.1 and workman.

23. Further, in the present case, admittedly respondent no.1 is entering into different contract agreements with respondent no.2 (Ex.RW1/1 Colly and Ex.RW2/2 as detailed above) by retaining same workmen and thus contracts are sham in view of the observation of Hon'ble Delhi High Court in similar matter in ***Management of CPWD versus Anand Kumar Gautam and ors. (2024:DHC:2757)*** which is as under:

“Contract labourers can be engaged for the work of contractor only and not for the work of any establishment. In the present case the work is of the establishment and not of the contractor. The term supply of labour by a contractor is against human dignity. No one can be a supplier of human labour to any establishment. It is the duty of State to give employment to citizen and not of the contractors. Contractors cannot supply labour to any establishment. In view of the above discussion it becomes quite obvious that the contractors workmen in the instant case have been retained all along and contractors have been changed. So the contractor is only a label of a bottle. This label is changed from time to time but the contents of the bottle always remain the same. The contractors have been changed and the workmen have been retained. Such a system is in-human. The contractors are the direct employees of the respondent/management.

*From the foregoing it becomes quite obvious that these two workmen have been working regularly and even without artificial breaks since 1995-96. **The contract is camouflage. There is direct relation of master and servant between the respondent and the workmen.**”*

24. Hon'ble Supreme Court in case titled as ***Bhilwara Dugdh Utpadak Sahakari S. Ltd. Versus Vinod Kumar Sharma dead by LRs and others (AIR 2011 Supreme Court 3546)*** has held as under:-

4. In order to avoid their liability under various labour statutes employers are very often resorting to subterfuge by trying to show that their employees are in fact, the employees of a contractor. It is high time that this subterfuge must come to an end.

5. Labour statutes were meant to protect the employees/workmen because it was realized that the employers and the employees are not on an equal bargaining position. Hence, protection of employees was required so that they may not be exploited. However, this new technique of subterfuge has been adopted by some employers in recent years in order to deny the rights of the workmen under various labour statutes by showing that the concerned workmen are not their employees but are the employees/workmen of a contractor, or that they are merely daily wage or short term or casual employees when in fact they are doing the work of regular employees.

25. Thus, from the above observation of Hon'ble Supreme Court, it is clear that respondent no.1 has resorted to subterfuge by trying to show that workman was employee of respondent no.2.

26. Moreover, respondent no.2 contractor while appearing in the witness box in his deposition has stated that in IHBT, there is practice that the contract for engagement of the employer/labour through contractors is for one year only and it changes on the basis of bid of the contractors every year. The contractor may change but the employees/labourers always remains same. The workman was already

working with the management when the contract was tendered to the respondent no.2. Neither the workman was engaged by respondent no.2 nor the services of workman were terminated by respondent no.2. It is the respondent no.1 who uses to select/engage and terminate the labour/workman and respondent no.2 has no role in the same. Thus, it shows that the contract was just an eyewash. It is further submitted that contract was allotted to respondent no.2 by respondent no.1 on different years as per Ex.RW1/1 (colly) and Ex.RW2/2 and sometime to other contractors, meaning thereby the respondent no.1 is controlling authority of the workmen including their engagement, termination etc. and even the wages of workman were also decided by respondent no.1 only and respondent no.2 has no role to play in the same. So, there exist relationship of employees/servant and employer/master between the workmen and respondent no.1. Thus, the judgment **The Joint Secretary, Central Board of Secondary education and another (supra)** cited by AR for respondent no.1 is not attracted to the present case as in this case, time and again, same workers were being engaged through contractor and in view of clear cut dictum of Hon'ble Delhi High Court in **Management of CPWD (supra)**, the aforementioned case law is not attracted.

27. So far as **Kirlosker Brothers Ltd. Vs. Ramcharan and others (supra)** relied upon by the AR for respondent no.1 is concerned, facts and circumstances of this case are distinguishable. In the said **Kirlosker Brothers Ltd. Vs. Ramcharan and others (supra)**, Court has held that that when there are no allegations or findings of sham and bogus contract then the contention of the reinstatement or the absorption of the workman cannot be sustained but the facts of the matter at hand is different from the facts of the case as in the instant case. In this case, workman was working since long and the work was of perennial nature. Thus, it tantamount to unfair labour practice.

28. It is added here that admittedly in this case, workman was discharged by the respondent no.1 & 2 and as per agreement Ex.RW1/2, contract was awarded to respondent no.2 by respondent no.1 for a period of two years i.e. from 19.12.2012 to 19.12.2014. However, workman was discharged prior to that on 28.11.2014 as per Mark-2/A, wherein it is stated by respondent no.1 as under :-

The contract for the related forms and field work, as per this institute's letter dated 04-12-2012, is scheduled to expire on November 30, 2014. Therefore, you are hereby informed that you must submit the fully completed EPF payment documents for all the workers employed under these contracts to the concerned EPF department, along with a copy to the institute, by October 2014, so that your final bill can be processed on time. Furthermore, please ensure that there are no outstanding financial dues of any kind for any worker; otherwise, these dues may be recovered from your security deposit.

29. No prior permission was taken by respondent no.1 & 2 before the discharging the services of workman. Section 33(2)(b) of the Act is very material and the same is reproduced below:-

“(b) for any misconduct not connected with the dispute, or discharge or punish, whether by dismissal or otherwise, that workman:

Provided that no such workman shall be discharged or dismissed, unless he has been paid wages for one month and an application has been made by the employer to the authority before which the proceeding is pending for approval of the action taken by the employer.”

30. As per aforesaid provision, the workman can be discharged or dismissed after paying one month wages and after getting approval of the competent authority. In this case, no wages for one month was paid nor any permission from competent authority was taken before discharging the workman and consequently, it would be considered that workman was in regular services of the workman. A **Full Constitutional Bench of Hon'ble Supreme Court** in case titled as **Jaipur Zila Sahakari Bhoomi Vikas Bank Ltd. versus Ram Gopal Sharma and others (2002 SCC (L & S) 279)** has held that failure to make application for approval of the order of discharge or dismissal or withdrawal of such application after making it, held, renders the order of discharge or dismissal void and inoperative.

31. The present application under Section 33A is well maintainable and purpose has also been defined by the Hon'ble Supreme Court in **Jaipur Zila Sahakari Bhoomi Vikas Bank Ltd. (supra)** case, which read as follows:-

Section 33A is available to an employee and is intended to save his time and trouble in as much as he can straightway make a complaint before the very authority, where the industrial dispute is already pending between the parties, challenging the order of approval instead of

making efforts to raise an industrial dispute, get a reference and thereafter adjudication. Section 31 speaks of penalty in respect of the offences stated therein. This provision is not intended to give any remedy to an aggrieved employee. It is only to punish the offender. Merely because penal provision is available or a workman has a further remedy under Section 33A to challenge the approval granted, it cannot be said that the order of discharge or dismissal does not become inoperative or invalid unless set aside under Section 33A.

32. In view of the above discussion, the termination of workman on 28.11.2014 is bad in law and hence is set aside. In this case, both the respondents in connivance with each other has dispensed the services of the workman. Hence, both respondents are liable. The workman is entitled for reinstatement along with full back wages. It is ordered accordingly. The services of the workman would not be discharged/terminated during the pendency of the ID No.255 of 2013, wherein, they have claimed various demands vide charter of demands dated 09.05.2011. However, in case workman has attained the age of retirement, then he would be entitled for full back wages along with other consequential benefits instead of reinstatement in service.

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

KAMAL KANT, Presiding Officer

नई दिल्ली, 10 जून, 2026

का.आ. 1222.— औद्योगिक विवाद अधिनियम (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार हिमाचल प्रदेश स्थित हिमालयी जैवसंसाधन प्रौद्योगिकी संस्थान के निदेशक ओम प्रकाश, निवासी वीपीओ कंद्राल, हिमाचल प्रदेश के प्रबंधन के संबंध में नियोजकों और श्री सुरेश कुमार, कर्मचारी के बीच अनुबंध में निर्दिष्ट केन्द्रीय सरकार औद्योगिक अधिकरण- सह- श्रम न्यायालय, चंडीगढ़ पंचाट(संदर्भ संख्या-**163/2015**) को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है।

[सं. एल-42025 / 07 / 2026 / 21-आईआर (डीयू)]

सलोनी, उप निदेशक

New Delhi, the 10th June, 2026

S.O. 1222.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. **163/2015**) of the **Central Government Industrial Tribunal cum Labour Court, Chandigarh** as shown in the Annexure, in the Industrial dispute between the employers in relation to the **Director Institute of Himalayan Bioresource Technology, Himachal Pradesh, Om Parkash R/o VPO Kandral, Himachal Pradesh** and **Shri. Suresh Kumar, workman.**

[No. L-42025/07/2026/21-IR(DU)]

SALONI, Dy. Director

ANNEXURE

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

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

ID No.163/2015

Suresh Kumar S/o Sh. Surat Ram through R K Singh Parmar, General Secretary Punjab INTUC L-211 Brari PO Partap Nagar, Nangal, Tehsil Nangal, District Rupnagar (Punjab)

----- Workman

Versus

1. Director Institute of Himalayan Bioresource Technology, (CSIR Complex) Palampur, District Kangra, Himachal Pradesh.

2. Om Parkash (Govt. Contractor) S/o Sh. Dumnool Ram, R/o VPO Kandral, Tehsil Baijnath, District Kangra, Himachal Pradesh.

----Respondents

Present:- Sh. R P Rana, AR for workmen.
Sh. G S Sidhu, AR for respondent no.1.
Sh. K B Sharma, AR for respondent no.2.

AWARD :27.01.2026

1. Workman has filed the present petition/complaint under Section 33A of the Industrial Disputes Act, 1947 (hereinafter called the Act) against his termination by respondent no.1 & 2 on 28.11.2024.
2. The brief facts, related to the case are that the workman was terminated orally by respondents on 28.11.2014 during the pendency of the main reference bearing no.255 of 2013 contravening Section 33 of the Act. It is prayed that termination be set aside and appropriate order be passed.
3. Notice of complaint was given to the respondents.
4. Respondent no.1 filed reply thereof maintaining therein that the workman was never employed by respondent no.1 and no master and servant relation exists between respondent no.1 and the workman. Workman was deployed by respondent no.2 as a part of the man-force for executing the work in terms of the agreement dated 18.07.2013 which expired in July, 2014 and thereafter no further contract was awarded to respondent no.2 nor any man-force has been deployed. The respondent No.2 had been paid the bills submitted by him, in terms of the agreement with him. Termination of service of the workman is on the part of respondent No. 2 i.e. contractor. In any case, since the workman was never employed in the service of respondent no.1, the question of violation of any service condition during the pendency of the reference No.255 2013 does not arise against respondent no.1. It is prayed that the application may be rejected against respondent no.1.
5. Respondent no.2 also filed reply, maintaining therein that respondent no.2 himself earlier was a worker with respondent no.1 since 1988 and it is only in the year 1995 respondent no.2 was registered as Government Contractor. The workman was already working with respondent no.1, when the contract was allotted to respondent no.2. Neither the workman was engaged by respondent no.2 nor the services of the workman were ever terminated by respondent no.2. It is the respondent no.1 who used to select the employees like workman and respondent no.2 has no role in the same. Thus, it shows that the contract was just an eyewash and respondent no. 1 is selecting and terminating the workman and other workmen. Respondent no.2 was allotted contract by the respondent no.1 in different years and sometime the contract was allotted to other contractor, whereas the employees/workers remains same despite the change of contractor. Meaning thereby respondent no.1 is the controlling authority of the workman including their engagement, termination etc. and the even the wages of workman were also decided by respondent no. 1 only and the contractor has no role to play in the same. From 2017, onwards contract was not allotted to the answering respondent. The services of the workman were not terminated by the answering respondent and the same were terminated by the respondent no. 1. It is prayed that the present petition against respondent no.2 may be dismissed.

Evidence of parties:-

6. In order to prove his case, workman examined himself as WW1 and tendered into evidence his affidavit Ex.WW1/A and cross examined by the AR for respondent no.1. AR for workman closed the evidence on 29.01.2021.
7. List of documents, original exhibited with ID No.85/2015 Bir Singh Vs IHBT, photocopy placed in file:-

Sr. No.	Document	Dated	Exhibit
1.	Bill	24.05.2013	Ex.W-1
2.	Bill	22.03.2021	Ex.W-2
3.	Bill	22.03.2021	Ex.W-3

4.	Bill	22.07.2010	Ex.W-4
5.	Bill	23.03.2007	Ex.W-5
6.	Bill	28.03.2007	Ex.W-6
7.	Bill	07.09.2010	Ex.W-7

8. Respondent no.1 has examined Sh. Virender Lamba, Administrative Officer, CSIR-IHBT, Palampur as RW1, who tendered into evidence his affidavit RW1/A along with documents RW1/1 and RW1/2 and has been cross examined by AR for workman. AR for respondent no.1 closed the evidence on 12.02.2025.

List of documents:-

Sr. No.	Agreement	Dated	Period
1.	Agreement with M/s Om Prakash Kapoor (Part of Ex.RW-1/1 Colly)	05.05.1999	01.05.1999 to 30.04.2000
2.	Agreement with M/s Om Prakash Kapoor (Part of Ex.RW-1/1 Colly)	05.05.1999	01.04.1999 to 31.03.2000
3.	Letter (Part of Ex.RW-1/1 Colly)	16.07.2001	16.07.2001 to 15.07.2002
4.	Agreement with M/s Om Prakash Kapoor (Part of Ex.RW-1/1 Colly)	17.07.2002	16.07.2002 to 15.01.2003
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11.	Agreement with M/s Om Prakash Kapoor (Part of Ex.RW-1/1 Colly)	07.12.2010	Two years
12.	Agreement with M/s Om Prakash Kapoor (Part of Ex.RW-1/1 Colly)	07.12.2010	Two years
13.	Letter (Part of Ex.RW-1/1 Colly)	01.12.2010	01.12.2010 to 30.11.2012
14.	Agreement with M/s Om Prakash Kapoor (Part of Ex.RW-1/1 Colly)	09.12.2012	Two years
15.	Letter (Part of Ex.RW-1/1 Colly)	04.12.2012	07.12.2012 to 06.12.2014
16.	Agreement with M/s Om Prakash Kapoor (Part of Ex.RW-1/1 Colly)	09.12.2012	Two years
17.	Letter (Part of Ex.RW-1/1 Colly)	04.12.2012	07.12.2012 to 06.12.2014
18.	Agreement with M/s Om Prakash Kapoor (Part of Ex.RW-1/2)	19.12.2012	19.12.2014

9. Respondent no.2 has examined Sh. Om Parkash S/o Sh. Dumnoo Ram, who tendered into evidence his affidavit MW2/A along with documents MW2/1 to MW2/5 and has been cross examined by AR for workman as well as by AR for respondent no.1. AR for respondent no.2 closed the evidence on 08.10.2025.

List of documents:-

Sr. No.	Document	Date	Exhibit
1.	Experience Certificate	01.01.1994	MW2/1
2.	EPF slips of Suresh Kumar and Tilak Raj		MW2/2
3.	Pay Slip		MW2/3
4.	Attendance Register		MW2/4
5.	Agreement	24.05.1996	MW2/5
6.	Agreement	05.04.2016	MW2/6
7.	Letter	07.10.2014	Mark 2/A
8.	Undertaking		Mark 2/B

Submissions of workman:-

10. While arguing the case, AR for workman contended that in this case, reference was pending before this Tribunal bearing **ID No.255 of 2013 titled as The General Secretary, Institute of Himalayan Bio-Source Technology (CSIR) Shramik Sangh, Palampur, Distt. Kangra versus The Director, Himalayan Bio-source Technology (CSIR)** regarding regularization of service and accepting all other demands raised by union of workers, of which present workman is also a party. During the pendency of that reference, workman was removed from service orally on 28.11.2014 by respondent no.2 without seeking permission from this Court under Section 33(2)(b) of the Act, which is illegal. Workman would be deemed to be in the service of respondent no.1. He further contended that in this case, respondent no.2 was allotted contract by respondent no.1 for the period 19.12.2012 to 18.12.2014. However, the said period was reduced to 30.11.2014 as per Mark 2/A and the workman was paid salary upto 28.11.2014 and on that date, his services were dispensed with. He thus contended that the workman is liable to be reinstated into service.

Submissions of respondent no.1:-

11. While arguing the case, AR for respondent no.1 contended that IHBT i.e. respondent no.1 being subsidiary of CSIR is not covered under the definition of Industry as defined under the Act. To support this view, he place reliance upon **Central Institute of Medicinal and Aromatic Plants and others versus Sri Rishi Dev Mishra and other (Writ –C No.1005010 of 2006)**.

12. He further contended that there is no master and servant relation between respondent no.1 and the workman. To support this view, he placed reliance upon **The Joint Secretary, Central Board of Secondary education and another versus Raj Kumar Mishra and another (SLP (C) No.22030 of 2023)**. He further placed reliance upon **Kirlosker Brothers Ltd. Vs. Ramcharan and others (2022 INSC 1255)**. He further contended that CSIR Service Rules are not applicable to the workman. No appointment letter was given to the workman. He thus contended that the complaint be dismissed.

Submissions of respondent no.2:-

13. While arguing the case, AR for respondent no.2 contended that respondent no.2 has engaged workman and other workmen, who have already filed reference bearing ID No.255/2013 and during the pendency of the case, workman was removed from the service on the asking of respondent no.1 principle employer as per Mark 2/A. Further no permission from the competent authority was taken before terminating the services of the workman as it was not necessitated.

Findings:-

14. I have given due consideration to the arguments advanced by Sh. R P Rana (AR for workman), Sh. G S Sidhu (AR for respondent no.1) and Sh. K B Sharma (AR for respondent no.2).

15. First question which arise for consideration is whether the applicant is workman as defined under Section 2(s) of the Act. To my mind, the claimant is a workman within the definition of Section 2(s) of the Act. In this regard, reliance can be made to the decision in the case of **Devinder Singh Vs. Municipal Council, Sanaur, AIR 2011 Supreme Court 2532**, wherein the Hon'ble Apex Court while interpreting the provisions of Section 2(s) of the Act which deals with the definition of "workman" has observed as under :

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

It is clear from the perusal of aforesaid observations that even if a person is engaged on temporary, part time or contract basis or for doing any other kind of work and is duly paid wages for the said work, in that eventuality such a person would be covered by the definition of "workman" as provided in Section 2(s) of the Act. Thus, nature of appointment or source of appointment is not relevant to be a "workman" within the Act. Since, the workman was engaged on contract basis by respondent no.2 for the work of respondent no.1, thus it would be termed as workman under Section 2(s) of the Act.

16. Next question which arises for consideration is whether respondent no.1 is an industry. The Hon'ble Apex Court in the case of **Banglore Water Supply & Sewerage Board Vs. A. Rajappa 1978(36) FLR 266** dealt at length with the ambit and scope of expression "industry" as defined in Section 2(j) of the Act, and has laid down triple test for determining whether a particular establishment is industry or not. The triple test is where (a) systematic activity (b) organised by cooperation between employer and employee (the direct and substantial element is commercial (c) for the production or distribution of goods and services to calculated to satisfy human wants and wishes prima facie is an "Industry" in that enterprise. Relevant part of judgment of **Banglore Water Supply & Sewerage Board (supra)** is reproduced as under:-

"Does research involve collaboration between employer and employee? It does. The employer is the institution, the employees are the scientists, para-scientists and other personnel. Is scientific research service? Undoubtedly it is. Its discoveries are valuable contributions to the wealth of the nation. Such discoveries may be sold for a heavy price in the industrial or other markets. Technology has to be plate for and technological inventions and innovations may be patented and sold. In our scientific and technological age nothing has more cash value, as intangible goods and invaluable services, than discoveries. For instance, the discoveries of Thomas Alva Edison made him fabulously rich. It has been said that his brain had the highest cash value in history for he made the world vibrate with the miraculous discovery of recorded, sound. Unlike most inventors, he did not have to wait to get his reward in heaven; he received, it munificently on this gratified and grateful earth, thanks to conversion of his inventions into, money a plenty. Research benefits industry. Even though a research institute may be a separate entity disconnected from the many industries which funded the institute itself, it can be regarded as an Organisation, propelled by systematic activity, modeled on co-operation between employer and employee and calculated to throw up discoveries and inventions and useful solutions which benefit individual industries and the nation in terms of goods and services and wealth. It follows that research institutes, albeit run without profit-motive, are industries."

17. In the present case, respondent no.1 is doing research work and as per RW1 Sh. Virender Lamba, black tea, rose water, stevia plant, harar, amla and other medicinal plants are sold in the institute. He has also admitted that vide Ex.W1 to W7, various products of the institute have been sold to the customers.

Thus, respondent no.1 is engaged in systematic activity organized by cooperation between employer and employee (employees being workmen in the present case) for the production or distribution of goods and services to calculated to satisfy human wants. In this regard, it is carrying out research. In addition to this, from the research work, benefits are being driven by respondent no.1 and as per observation of Hon'ble Supreme Court in **Banglore Water Supply & Sewerage Board (supra)**, respondent no.1 falls under the definition of 'industry' as defined under the Act.

18. So far as argument of AR for respondent no.1 that respondent no.1 being instrument of state does not fall under the definition of 'industry'. In this regard, Hon'ble Supreme Court in case titled as **Chief Conservator of Forest Versus Jagannath Maruti Kondhare (1996 (2) SCT 164)**, has held that work, which was not be regarded as a part of inalienable of inescapable function of the State and which work can be well undertaken by a private agency does not require an instrumentality of State, such functions of the State fall within the ambit of Industry. Thus, function of doing research and other allied works of selling of goods and earning from research cannot be said to be sovereign function of the State and thus for this purpose of industrial dispute, respondents would be termed as industry.

19. Thus, from every angle, respondent no.1 is an industry. Moreover, its employees are not governed by IHBT Rules or CCS Rules, thus it is an industry. In view of the judgment of Hon'ble Supreme Court titled as **Banglore Water Supply & Sewerage Board (supra)**, decided by Hon'ble Supreme Court the case law **Central Institute of Medicinal and Aromatic Plants and others (supra)** decided by Hon'ble High Court at Allahabad cited by AR for respondent no.1 is not attracted to the facts and circumstances of the present case.

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

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

21. The workman was doing work i.e. systematic activity for respondent no.1 at the asking of respondent no.2 and there was cooperation between the workman and respondent no.2, which involve substantial commercial element for rendering service to satisfy human wants. Thus, as per **Banglore Water Supply (supra)**, respondent no.2 would be termed as industry.

22. Next question, which arises for consideration is whether there exists relationship of employer and employee between respondent no.1 and present workman. In this regard, it is pointed out that admittedly in this case, union of workmen has filed **ID No.255 of 2013 titled as The General Secretary, Institute of Himalayan Bio-Source Technology (CSIR) (supra)**, wherein name of the worker appeared at Sr. No.41 of the list of enclosed by union as Annexure P-5. It is further pointed out that in order to prove relationship of employer and employee i.e. master and servant, the Hon'ble Supreme Court after analyzing the catena of cases has laid down in **Balwant Raj Saluja Vs. Air India Limited in Civil Appeal No.10266 dated 25.08.2014**, two well recognized tests to find out whether the labours are the contract employees of the principal employer are:-

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

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

In this case, admittedly, as per statement of Sh. Om Parkash (MW2), wages were paid by respondent no.2, however, control was of the respondent no.1. This fact got proved in statement of MW2. Thus, under these circumstances, it is held that there exist relationship of master and servant between respondent no.1 and workman.

23. Further, in the present case, admittedly respondent no.1 is entering into different contract agreements with respondent no.2 (Ex.RW1/1 Colly and Ex.RW2/2 as detailed above) by retaining same workmen and thus contracts are sham in view of the observation of Hon'ble Delhi High Court in similar

matter in **Management of CPWD versus Anand Kumar Gautam and ors. (2024:DHC:2757)** which is as under:

“Contract labourers can be engaged for the work of contractor only and not for the work of any establishment. In the present case the work is of the establishment and not of the contractor. The term supply of labour by a contractor is against human dignity. No one can be a supplier of human labour to any establishment. It is the duty of State to give employment to citizen and not of the contractors. Contractors cannot supply labour to any establishment. In view of the above discussion it becomes quite obvious that the contractors workmen in the instant case have been retained all along and contractors have been changed. So the contractor is only a label of a bottle. This label is changed from time to time but the contents of the bottle always remain the same. The contractors have been changed and the workmen have been retained. Such a system is in-human. The contractors are the direct employees of the respondent/management.

*From the foregoing it becomes quite obvious that these two workmen have been working regularly and even without artificial breaks since 1995-96. **The contract is camouflage. There is direct relation of master and servant between the respondent and the workmen.***

24. Hon'ble Supreme Court in case titled as **Bhilwara Dugdh Utpadak Sahakari S. Ltd. Versus Vinod Kumar Sharma dead by LRs and others (AIR 2011 Supreme Court 3546)** has held as under:-

4. In order to avoid their liability under various labour statutes employers are very often resorting to subterfuge by trying to show that their employees are in fact, the employees of a contractor. It is high time that this subterfuge must come to an end.

5. Labour statutes were meant to protect the employees/workmen because it was realized that the employers and the employees are not on an equal bargaining position. Hence, protection of employees was required so that they may not be exploited. However, this new technique of subterfuge has been adopted by some employers in recent years in order to deny the rights of the workmen under various labour statutes by showing that the concerned workmen are not their employees but are the employees/workmen of a contractor, or that they are merely daily wage or short term or casual employees when in fact they are doing the work of regular employees.

25. Thus, from the above observation of Hon'ble Supreme Court, it is clear that respondent no.1 has resorted to subterfuge by trying to show that workman was employee of respondent no.2.

26. Moreover, respondent no.2 contractor while appearing in the witness box in his deposition has stated that in IHBT, there is practice that the contract for engagement of the employer/labour through contractors is for one year only and it changes on the basis of bid of the contractors every year. The contractor may change but the employees/labourers always remains same. The workman was already working with the management when the contract was tendered to the respondent no.2. Neither the workman was engaged by respondent no.2 nor the services of workman were terminated by respondent no.2. It is the respondent no.1 who uses to select/engage and terminate the labour/workman and respondent no.2 has no role in the same. Thus, it shows that the contract was just an eyewash. It is further submitted that contract was allotted to respondent no.2 by respondent no.1 on different years as per Ex.RW1/1 (colly) and Ex.RW2/2 and sometime to other contractors, meaning thereby the respondent no.1 is controlling authority of the workmen including their engagement, termination etc. and even the wages of workman were also decided by respondent no.1 only and respondent no.2 has no role to play in the same. So, there exist relationship of employees/servant and employer/master between the workmen and respondent no.1. Thus, the judgment **The Joint Secretary, Central Board of Secondary education and another (supra)** cited by AR for respondent no.1 is not attracted to the present case as in this case, time and again, same workers were being engaged through contractor and in view of clear cut dictum of Hon'ble Delhi High Court in **Management of CPWD (supra)**, the aforementioned case law is not attracted.

27. So far as **Kirlosker Brothers Ltd. Vs. Ramcharan and others (supra)** relied upon by the AR for respondent no.1 is concerned, facts and circumstances of this case are distinguishable. In the said **Kirlosker Brothers Ltd. Vs. Ramcharan and others (supra)**, Court has held that that when there are no allegations or findings of sham and bogus contract then the contention of the reinstatement or the absorption of the

workman cannot be sustained but the facts of the matter at hand is different from the facts of the case as in the instant case. In this case, workman was working since long and the work was of perennial nature. Thus, it tantamount to unfair labour practice.

28. It is added here that admittedly in this case, workman was discharged by the respondent no.1 & 2 and as per agreement Ex.RW1/2, contract was awarded to respondent no.2 by respondent no.1 for a period of two years i.e. from 19.12.2012 to 19.12.2014. However, workman was discharged prior to that on 28.11.2014 as per Mark-2/A, wherein it is stated by respondent no.1 as under :-

The contract for the related forms and field work, as per this institute's letter dated 04-12-2012, is scheduled to expire on November 30, 2014. Therefore, you are hereby informed that you must submit the fully completed EPF payment documents for all the workers employed under these contracts to the concerned EPF department, along with a copy to the institute, by October 2014, so that your final bill can be processed on time. Furthermore, please ensure that there are no outstanding financial dues of any kind for any worker; otherwise, these dues may be recovered from your security deposit.

29. No prior permission was taken by respondent no.1 & 2 before the discharging the services of workman. Section 33(2)(b) of the Act is very material and the same is reproduced below:-

“(b) for any misconduct not connected with the dispute, or discharge or punish, whether by dismissal or otherwise, that workman:

Provided that no such workman shall be discharged or dismissed, unless he has been paid wages for one month and an application has been made by the employer to the authority before which the proceeding is pending for approval of the action taken by the employer.”

30. As per aforesaid provision, the workman can be discharged or dismissed after paying one month wages and after getting approval of the competent authority. In this case, no wages for one month was paid nor any permission from competent authority was taken before discharging the workman and consequently, it would be considered that workman was in regular services of the workman. A **Full Constitutional Bench of Hon'ble Supreme Court** in case titled as **Jaipur Zila Sahakari Bhoomi Vikas Bank Ltd. versus Ram Gopal Sharma and others (2002 SCC (L & S) 279)** has held that failure to make application for approval of the order of discharge or dismissal or withdrawal of such application after making it, held, renders the order of discharge or dismissal void and inoperative.

31. The present application under Section 33A is well maintainable and purpose has also been defined by the Hon'ble Supreme Court in **Jaipur Zila Sahakari Bhoomi Vikas Bank Ltd. (supra)** case, which read as follows:-

Section 33A is available to an employee and is intended to save his time and trouble in as much as he can straightway make a complaint before the very authority, where the industrial dispute is already pending between the parties, challenging the order of approval instead of making efforts to raise an industrial dispute, get a reference and thereafter adjudication. Section 31 speaks of penalty in respect of the offences stated therein. This provision is not intended to give any remedy to an aggrieved employee. It is only to punish the offender. Merely because penal provision is available or a workman has a further remedy under Section 33A to challenge the approval granted, it cannot be said that the order of discharge or dismissal does not become inoperative or invalid unless set aside under Section 33A.

32. In view of the above discussion, the termination of workman on 28.11.2014 is bad in law and hence is set aside. In this case, both the respondents in connivance with each other has dispensed the services of the workman. Hence, both respondents are liable. The workman is entitled for reinstatement along with full back wages. It is ordered accordingly. The services of the workman would not be discharged/terminated during the pendency of the ID No.255 of 2013, wherein, they have claimed various demands vide charter of demands dated 09.05.2011. However, in case workman has attained the age of retirement, then he would be entitled for full back wages along with other consequential benefits instead of reinstatement in service.

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

KAMAL KANT, Presiding Officer

नई दिल्ली, 10 जून, 2026

का.आ. 1223.— औद्योगिक विवाद अधिनियम (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार निदेशक इंस्टीट्यूट ऑफ हिमालयन बायोरिसोर्स टेक्नोलॉजी, हिमाचल प्रदेश, ओम निवासी वीपीओ कंद्राल, जिला कांगड़ा, हिमाचल प्रदेश के प्रबंधन के संबद्ध नियोजकों और श्री बब्लू कुमार कर्मचारी के बीच अनुबंध में निर्दिष्ट केन्द्रीय सरकार औद्योगिक अधिकरण- सह- श्रम न्यायालय, चंडीगढ़ पंचाट (संदर्भ संख्या-149/2015) को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है।

[सं. एल-42025 / 07 / 2026 / 22-आईआर (डीयू)]

सलोनी, उप निदेशक

New Delhi, the 10th June, 2026

S.O. 1223.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 149/2015) of the **Central Government Industrial Tribunal cum Labour Court, Chandigarh** as shown in the Annexure, in the Industrial dispute between the employers in relation to the **Director Institute of Himalayan Bioresource Technology, Himachal Pradesh, Om R/o VPO Kandral, District Kangra, Himachal Pradesh** and **Shri Bablu Kumar** workman.

[No. L-42025/07/2026/22-IR(DU)]

SALONI, Dy. Director

ANNEXURE

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

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

ID No.149/2015

Bablu Kumar S/o Sh. Suresh Kumar through R K Singh Parmar, General Secretary Punjab INTUC L-211 Brari PO Partap Nagar, Nangal, Tehsil Nangal, District Rupnagar (Punjab)

----- Workman

Versus

1. Director Institute of Himalayan Bioresource Technology, (CSIR Complex) Palampur, District Kangra, Himachal Pradesh.
2. Om Parkash (Govt. Contractor) S/o Sh. Dumnoo Ram, R/o VPO Kandral, Tehsil Baijnath, District Kangra, Himachal Pradesh.

----Respondents

Present:- Sh. R P Rana, AR for workmen.

Sh. G S Sidhu, AR for respondent no.1.

Sh. K B Sharma, AR for respondent no.2.

AWARD :20.01.2026

1. Workman has filed the present petition/complaint under Section 33A of the Industrial Disputes Act, 1947 (hereinafter called the Act) against his termination by respondent no.1 & 2 on 28.11.2024.
2. The brief facts, related to the case are that the workman was terminated orally by respondents on 28.11.2014 during the pendency of the main reference bearing no.255 of 2013 contravening Section 33 of the Act. It is prayed that termination be set aside and appropriate order be passed.
3. Notice of complaint was given to the respondents.

4. Respondent no.1 filed reply thereof maintaining therein that the workman was never employed by respondent no.1 and no master and servant relation exists between respondent no.1 and the workman. Workman was deployed by respondent no.2 as a part of the man-force for executing the work in terms of the agreement dated 18.07.2013 which expired in July, 2014 and thereafter no further contract was awarded to respondent no.2 nor any man-force has been deployed. The respondent No.2 had been paid the bills submitted by him, in terms of the agreement with him. Termination of service of the workman is on the part of respondent No. 2 i.e. contractor. In any case, since the workman was never employed in the service of respondent no.1, the question of violation of any service condition during the pendency of the reference No.255 2013 does not arise against respondent no.1. It is prayed that the application may be rejected against respondent no.1.

5. Respondent no.2 also filed reply, maintaining therein that respondent no.2 himself earlier was a worker with respondent no.1 since 1988 and it is only in the year 1995 respondent no.2 was registered as Government Contractor. The workman was already working with respondent no.1, when the contract was allotted to respondent no.2. Neither the workman was engaged by respondent no.2 nor the services of the workman were ever terminated by respondent no.2. It is the respondent no.1 who used to select the employees like workman and respondent no.2 has no role in the same. Thus, it shows that the contract was just an eyewash and respondent no. 1 is selecting and terminating the workman and other workmen. Respondent no.2 was allotted contract by the respondent no.1 in different years and sometime the contract was allotted to other contractor, whereas the employees/workers remains same despite the change of contractor. Meaning thereby respondent no.1 is the controlling authority of the workman including their engagement, termination etc. and the even the wages of workman were also decided by respondent no. 1 only and the contractor has no role to play in the same. From 2017, onwards contract was not allotted to the answering respondent. The services of the workman were not terminated by the answering respondent and the same were terminated by the respondent no. 1. It is prayed that the present petition against respondent no.2 may be dismissed.

Evidence of parties:-

6. In order to prove his case, workman examined himself as WW1 and tendered into evidence his affidavit Ex.WW1/A and has been cross examined by the AR for respondent no.1. AR for workman closed the evidence on 17.03.2020. AR for workman closed the evidence on 17.03.2020.

7. List of documents, original exhibited with ID No.85/2015 Bir Singh Vs IHBT, photocopy placed in file:-

Sr. No.	Document	Dated	Exhibit
1.	Bill	24.05.2013	Ex.W-1
2.	Bill	22.03.2021	Ex.W-2
3.	Bill	22.03.2021	Ex.W-3
4.	Bill	22.07.2010	Ex.W-4
5.	Bill	23.03.2007	Ex.W-5
6.	Bill	28.03.2007	Ex.W-6
7.	Bill	07.09.2010	Ex.W-7

8. Respondent no.1 has examined Sh. Virender Lamba, Administrative Officer, CSIR-IHBT, Palampur as RW1, who tendered into evidence his affidavit RW1/A along with documents RW1/1 and RW1/2 and has been cross examined by AR for workman. AR for respondent no.1 closed the evidence on 12.02.2025.

List of documents:-

Sr. No.	Agreement	Dated	Period
1.	Agreement with M/s Om Prakash Kapoor (Part of Ex.RW-1/1 Colly)	05.05.1999	01.05.1999 to 30.04.2000
2.	Agreement with M/s Om Prakash Kapoor (Part of Ex.RW-1/1 Colly)	05.05.1999	01.04.1999 to 31.03.2000
3.	Letter (Part of Ex.RW-1/1 Colly)	16.07.2001	16.07.2001 to 15.07.2002
4.	Agreement with M/s Om Prakash Kapoor (Part of Ex.RW-1/1 Colly)	17.07.2002	16.07.2002 to 15.01.2003
5.	Agreement with M/s Om Prakash Kapoor (Part of Ex.RW-1/1 Colly)	16.10.2008	06.10.2008 to 05.10.2009
6.	Agreement with M/s Om Prakash Kapoor (Part of Ex.RW-1/1 Colly)	16.10.2008	06.10.2008 to 05.10.2009
7.	Agreement with M/s Om Prakash Kapoor (Part of Ex.RW-1/1 Colly)	16.10.2008	06.10.2008 to 05.10.2009
8.	Agreement with M/s Om Prakash Kapoor (Ex.RW-1/1 Colly)	07.01.2010	Two years
9.	Agreement with M/s Om Prakash Kapoor (Part of Ex.RW-1/1 Colly)	07.12.2010	Two years
10.	Letter (Part of Ex.RW-1/1 Colly)	01.12.2010	01.12.2010 to 30.11.2012
11.	Agreement with M/s Om Prakash Kapoor (Part of Ex.RW-1/1 Colly)	07.12.2010	Two years
12.	Agreement with M/s Om Prakash Kapoor (Part of Ex.RW-1/1 Colly)	07.12.2010	Two years
13.	Letter (Part of Ex.RW-1/1 Colly)	01.12.2010	01.12.2010 to 30.11.2012
14.	Agreement with M/s Om Prakash Kapoor (Part of Ex.RW-1/1 Colly)	09.12.2012	Two years
15.	Letter (Part of Ex.RW-1/1 Colly)	04.12.2012	07.12.2012 to 06.12.2014
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17.	Letter (Part of Ex.RW-1/1 Colly)	04.12.2012	07.12.2012 to 06.12.2014
18.	Agreement with M/s Om Prakash Kapoor (Part of Ex.RW-1/2)	19.12.2012	19.12.2014

9. Respondent no.2 has examined Sh. Om Parkash S/o Sh. Dumnoo Ram, who tendered into evidence his affidavit MW2/A along with documents MW2/1 to MW2/5 and has been cross examined by AR for workman as well as by AR for respondent no.1. AR for respondent no.2 closed the evidence on 08.10.2025.

List of documents:-

Sr. No.	Document	Date	Exhibit
1.	Experience Certificate	01.01.1994	MW2/1
2.	EPF slips of Suresh Kumar and Tilak Raj		MW2/2
3.	Pay Slip		MW2/3
4.	Attendance Register		MW2/4
5.	Agreement	24.05.1996	MW2/5
6.	Agreement	05.04.2016	MW2/6
7.	Letter	07.10.2014	Mark 2/A
8.	Undertaking		Mark 2/B

Submissions of workman:-

10. While arguing the case, AR for workman contended that in this case, reference was pending before this Tribunal bearing **ID No.255 of 2013 titled as The General Secretary, Institute of Himalayan Bio-Source Technology (CSIR) Shramik Sangh, Palampur, Distt. Kangra versus The Director, Himalayan Bio-source Technology (CSIR)** regarding regularization of service and accepting all other demands raised by union of workers, of which present workman is also a party. During the pendency of that reference, workman was removed from service orally on 28.11.2014 by respondent no.2 without seeking permission from this Court under Section 33(2)(b) of the Act, which is illegal. Workman would be deemed to be in the service of respondent no.1. He further contended that in this case, respondent no.2 was allotted contract by respondent no.1 for the period 19.12.2012 to 18.12.2014. However, the said period was reduced to 30.11.2014 as per Mark 2/A and the workman was paid salary upto 28.11.2014 and on that date, his services were dispensed with. He thus contended that the workman is liable to be reinstated into service.

Submissions of respondent no.1:-

11. While arguing the case, AR for respondent no.1 contended that IHBT i.e. respondent no.1 being subsidiary of CSIR is not covered under the definition of Industry as defined under the Act. To support this view, he place reliance upon **Central Institute of Medicinal and Aromatic Plants and others versus Sri Rishi Dev Mishra and other (Writ –C No.1005010 of 2006)**.

12. He further contended that there is no master and servant relation between respondent no.1 and the workman. To support this view, he placed reliance upon **The Joint Secretary, Central Board of Secondary education and another versus Raj Kumar Mishra and another (SLP (C) No.22030 of 2023)**. He further placed reliance upon **Kirlosker Brothers Ltd. Vs. Ramcharan and others (2022 INSC 1255)**. He further contended that CSIR Service Rules are not applicable to the workman. No appointment letter was given to the workman. He thus contended that the complaint be dismissed.

Submissions of respondent no.2:-

13. While arguing the case, AR for respondent no.2 contended that respondent no.2 has engaged workman and other workmen, who have already filed reference bearing ID No.255/2013 and during the pendency of the case, workman was removed from the service on the asking of respondent no.1 principle employer as per Mark 2/A. Further no permission from the competent authority was taken before terminating the services of the workman as it was not necessitated.

Findings:-

14. I have given due consideration to the arguments advanced by Sh. R P Rana (AR for workman), Sh. G S Sidhu (AR for respondent no.1) and Sh. K B Sharma (AR for respondent no.2).

15. First question which arise for consideration is whether the applicant is workman as defined under Section 2(s) of the Act. To my mind, the claimant is a workman within the definition of Section 2(s) of the

Act. In this regard, reliance can be made to the decision in the case of **Devinder Singh Vs. Municipal Council, Sanaur, AIR 2011 Supreme Court 2532**, wherein the Hon'ble Apex Court while interpreting the provisions of Section 2(s) of the Act which deals with the definition of "workman" has observed as under :

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

It is clear from the perusal of aforesaid observations that even if a person is engaged on temporary, part time or contract basis or for doing any other kind of work and is duly paid wages for the said work, in that eventuality such a person would be covered by the definition of "workman" as provided in Section 2(s) of the Act. Thus, nature of appointment or source of appointment is not relevant to be a "workman" within the Act. Since, the workman was engaged on contract basis by respondent no.2 for the work of respondent no.1, thus it would be termed as workman under Section 2(s) of the Act.

16. Next question which arises for consideration is whether respondent no.1 is an industry. The Hon'ble Apex Court in the case of **Bangalore Water Supply & Sewerage Board Vs. A. Rajappa 1978(36) FLR 266** dealt at length with the ambit and scope of expression "industry" as defined in Section 2(j) of the Act, and has laid down triple test for determining whether a particular establishment is industry or not. The triple test is where (a) systematic activity (b) organised by cooperation between employer and employee (the direct and substantial element is commercial) (c) for the production or distribution of goods and services to calculated to satisfy human wants and wishes prima facie is an "Industry" in that enterprise. Relevant part of judgment of **Bangalore Water Supply & Sewerage Board (supra)** is reproduced as under:-

"Does research involve collaboration between employer and employee? It does. The employer is the institution, the employees are the scientists, para-scientists and other personnel. Is scientific research service? Undoubtedly it is. Its discoveries are valuable contributions to the wealth of the nation. Such discoveries may be sold for a heavy price in the industrial or other markets. Technology has to be plate for and technological inventions and innovations may be patented and sold. In our scientific and technological age nothing has more cash value, as intangible goods and invaluable services, than discoveries. For instance, the discoveries of Thomas Alva Edison made him fabulously rich. It has been said that his brain had the highest cash value in history for he made the world vibrate with the miraculous discovery of recorded, sound. Unlike most inventors, he did not have to wait to get his reward in heaven; he received, it munificently on this gratified and grateful earth, thanks to conversion of his inventions into, money a plenty. Research benefits industry. Even though a research institute may be a separate entity disconnected from the many industries which funded the institute itself, it can be regarded as an Organisation, propelled by systematic activity, modeled on co-operation between employer and employee and calculated to throw up discoveries and inventions and useful solutions which benefit individual industries and the nation in terms of goods and services and wealth. It follows that research institutes, albeit run without profit-motive, are industries."

17. In the present case, respondent no.1 is doing research work and as per RW1 Sh. Virender Lamba, black tea, rose water, stevia plant, harar, amla and other medicinal plants are sold in the institute. He has also admitted that vide Ex.W1 to W7, various products of the institute have been sold to the customers. Thus, respondent no.1 is engaged in systematic activity organized by cooperation between employer and employee (employees being workmen in the present case) for the production or distribution of goods and services to calculated to satisfy human wants. In this regard, it is carrying out research. In addition to this, from the research work, benefits are being driven by respondent no.1 and as per observation of Hon'ble Supreme Court in **Bangalore Water Supply & Sewerage Board (supra)**, respondent no.1 falls under the definition of 'industry' as defined under the Act.

18. So far as argument of AR for respondent no.1 that respondent no.1 being instrument of state does not fall under the definition of 'industry'. In this regard, Hon'ble Supreme Court in case titled as **Chief Conservator of Forest Versus Jagannath Maruti Kondhare (1996 (2) SCT 164)**, has held that work, which was not be regarded as a part of inalienable of inescapable function of the State and which work can

be well undertaken by a private agency does not require an instrumentality of State, such functions of the State fall within the ambit of Industry. Thus, function of doing research and other allied works of selling of goods and earning from research cannot be said to be sovereign function of the State and thus for this purpose of industrial dispute, respondents would be termed as industry.

19. Thus, from every angle, respondent no.1 is an industry. Moreover, its employees are not governed by IHBT Rules or CCS Rules, thus it is an industry. In view of the judgment of Hon'ble Supreme Court titled as Bangalore Water Supply & Sewerage Board (supra), decided by Hon'ble Supreme Court the case law Central Institute of Medicinal and Aromatic Plants and others (supra) decided by Hon'ble High Court at Allahabad cited by AR for respondent no.1 is not attracted to the facts and circumstances of the present case.

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

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

21. The workman was doing work i.e. systematic activity for respondent no.1 at the asking of respondent no.2 and there was cooperation between the workman and respondent no.2, which involve substantial commercial element for rendering service to satisfy human wants. Thus, as per Bangalore Water Supply (supra), respondent no.2 would be termed as industry.

22. Next question, which arises for consideration is whether there exists relationship of employer and employee between respondent no.1 and present workman. In this regard, it is pointed out that admittedly in this case, union of workmen has filed ID No.255 of 2013 titled as The General Secretary, Institute of Himalayan Bio-Source Technology (CSIR) (supra), wherein name of the worker appeared at Sr. No.81 of the list of enclosed by union as Annexure P-4. It is further pointed out that in order to prove relationship of employer and employee i.e. master and servant, the Hon'ble Supreme Court after analyzing the catena of cases has laid down in Balwant Raj Saluja Vs. Air India Limited in Civil Appeal No.10266 dated 25.08.2014, two well recognized tests to find out whether the labours are the contract employees of the principal employer are:-

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

In this case, admittedly, as per statement of Sh. Om Parkash (MW2), wages were paid by respondent no.2, however, control was of the respondent no.1. This fact got proved in statement of MW2. Thus, under these circumstances, it is held that there exist relationship of master and servant between respondent no.1 and workman.

23. Further, in the present case, admittedly respondent no.1 is entering into different contract agreements with respondent no.2 (Ex.RW1/1 Colly and Ex.RW2/2 as detailed above) by retaining same workmen and thus contracts are sham in view of the observation of Hon'ble Delhi High Court in similar matter in Management of CPWD versus Anand Kumar Gautam and ors. (2024:DHC:2757) which is as under:

“Contract labourers can be engaged for the work of contractor only and not for the work of any establishment. In the present case the work is of the establishment and not of the contractor. The term supply of labour by a contractor is against human dignity. No one can be a supplier of human labour to any establishment. It is the duty of State to give employment to citizen and not of the contractors. Contractors cannot supply labour to any establishment. In view of the above discussion it becomes quite obvious that the contractors workmen in the instant case have been retained all along and contractors have been changed. So the contractor is only a label of a bottle. This label is changed from time to time but the contents of the bottle always remain the same. The contractors have been changed and the workmen have been retained. Such a system is in-human. The contractors are the direct employees of the respondent/management.

*From the foregoing it becomes quite obvious that these two workmen have been working regularly and even without artificial breaks since 1995-96. **The contract is camouflage. There is direct relation of master and servant between the respondent and the workmen.***

24. Hon'ble Supreme Court in case titled as **Bhilwara Dugdh Utpadak Sahakari S. Ltd. Versus Vinod Kumar Sharma dead by LRs and others (AIR 2011 Supreme Court 3546)** has held as under:-

4. *In order to avoid their liability under various labour statutes employers are very often resorting to subterfuge by trying to show that their employees are in fact, the employees of a contractor. It is high time that this subterfuge must come to an end.*

5. *Labour statutes were meant to protect the employees/workmen because it was realized that the employers and the employees are not on an equal bargaining position. Hence, protection of employees was required so that they may not be exploited. However, this new technique of subterfuge has been adopted by some employers in recent years in order to deny the rights of the workmen under various labour statutes by showing that the concerned workmen are not their employees but are the employees/workmen of a contractor, or that they are merely daily wage or short term or casual employees when in fact they are doing the work of regular employees.*

25. Thus, from the above observation of Hon'ble Supreme Court, it is clear that respondent no.1 has resorted to subterfuge by trying to show that workman was employee of respondent no.2.

26. Moreover, respondent no.2 contractor while appearing in the witness box in his deposition has stated that in IHBT, there is practice that the contract for engagement of the employer/labour through contractors is for one year only and it changes on the basis of bid of the contractors every year. The contractor may change but the employees/labourers always remains same. The workman was already working with the management when the contract was tendered to the respondent no.2. Neither the workman was engaged by respondent no.2 nor the services of workman were terminated by respondent no.2. It is the respondent no.1 who uses to select/engage and terminate the labour/workman and respondent no.2 has no role in the same. Thus, it shows that the contract was just an eyewash. It is further submitted that contract was allotted to respondent no.2 by respondent no.1 on different years as per Ex.RW1/1 (colly) and Ex.RW2/2 and sometime to other contractors, meaning thereby the respondent no.1 is controlling authority of the workmen including their engagement, termination etc. and even the wages of workman were also decided by respondent no.1 only and respondent no.2 has no role to play in the same. So, there exist relationship of employees/servant and employer/master between the workmen and respondent no.1. Thus, the judgment **The Joint Secretary, Central Board of Secondary education and another (supra)** cited by AR for respondent no.1 is not attracted to the present case as in this case, time and again, same workers were being engaged through contractor and in view of clear cut dictum of Hon'ble Delhi High Court in **Management of CPWD (supra)**, the aforementioned case law is not attracted.

27. So far as **Kirlosker Brothers Ltd. Vs. Ramcharan and others (supra)** relied upon by the AR for respondent no.1 is concerned, facts and circumstances of this case are distinguishable. In the said **Kirlosker Brothers Ltd. Vs. Ramcharan and others (supra)**, Court has held that that when there are no allegations or findings of sham and bogus contract then the contention of the reinstatement or the absorption of the workman cannot be sustained but the facts of the matter at hand is different from the facts of the case as in the instant case. In this case, workman was working since long and the work was of perennial nature. Thus, it tantamount to unfair labour practice.

28. It is added here that admittedly in this case, workman was discharged by the respondent no.1 & 2 and as per agreement Ex.RW1/2, contract was awarded to respondent no.2 by respondent no.1 for a period of two years i.e. from 19.12.2012 to 19.12.2014. However, workman was discharged prior to that on 28.11.2014 as per Mark-2/A, wherein it is stated by respondent no.1 as under :-

The contract for the related forms and field work, as per this institute's letter dated 04-12-2012, is scheduled to expire on November 30, 2014. Therefore, you are hereby informed that you must submit the fully completed EPF payment documents for all the workers employed under these contracts to the concerned EPF department, along with a copy to the institute, by October 2014, so that your final bill can be processed on time. Furthermore, please ensure that there are no outstanding financial dues of any kind for any worker; otherwise, these dues may be recovered from your security deposit.

29. No prior permission was taken by respondent no.1 & 2 before the discharging the services of workman. Section 33(2)(b) of the Act is very material and the same is reproduced below:-

“(b) for any misconduct not connected with the dispute, or discharge or punish, whether by dismissal or otherwise, that workman:

Provided that no such workman shall be discharged or dismissed, unless he has been paid wages for one month and an application has been made by the employer to the authority before which the proceeding is pending for approval of the action taken by the employer.”

30. As per aforesaid provision, the workman can be discharged or dismissed after paying one month wages and after getting approval of the competent authority. In this case, no wages for one month was paid nor any permission from competent authority was taken before discharging the workman and consequently, it would be considered that workman was in regular services of the workman. A **Full Constitutional Bench of Hon'ble Supreme Court** in case titled as **Jaipur Zila Sahakari Bhoomi Vikas Bank Ltd. versus Ram Gopal Sharma and others (2002 SCC (L & S) 279)** has held that failure to make application for approval of the order of discharge or dismissal or withdrawal of such application after making it, held, renders the order of discharge or dismissal void and inoperative.

31. The present application under Section 33A is well maintainable and purpose has also been defined by the Hon'ble Supreme Court in **Jaipur Zila Sahakari Bhoomi Vikas Bank Ltd. (supra)** case, which read as follows:-

Section 33A is available to an employee and is intended to save his time and trouble in as much as he can straightway make a complaint before the very authority, where the industrial dispute is already pending between the parties, challenging the order of approval instead of making efforts to raise an industrial dispute, get a reference and thereafter adjudication. Section 31 speaks of penalty in respect of the offences stated therein. This provision is not intended to give any remedy to an aggrieved employee. It is only to punish the offender. Merely because penal provision is available or a workman has a further remedy under Section 33A to challenge the approval granted, it canoe be said that the order of discharge or dismissal does not become inoperative or invalid unless set aside under Section 33A.

32. In view of the above discussion, the termination of workman on 28.11.2014 is bad in law and hence is set aside. In this case, both the respondents in connivance with each other has dispensed the services of the workman. Hence, both respondents are liable. The workman is entitled for reinstatement along with full back wages. It is ordered accordingly. The services of the workman would not be discharged/terminated during the pendency of the ID No.255 of 2013, wherein, they have claimed various demands vide charter of demands dated 09.05.2011. However, in case workman has attained the age of retirement, then he would be entitled for full back wages along with other consequential benefits instead of reinstatement in service.

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

KAMAL KANT, Presiding Officer

नई दिल्ली, 10 जून, 2026

का.आ. 1224.—औद्योगिक विवाद अधिनियम (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार हिमालयी जैवसंसाधन प्रौद्योगिकी संस्थान (सीएसआईआर परिसर), पालमपुर, हिमाचल प्रदेश के निदेशक, ओम प्रकाश (सरकारी ठेकेदार), हिमाचल प्रदेश के प्रबंधतंत्र के संबद्ध नियोजकों और श्री सुदर्शन सिंह, कर्मचारी के बीच अनुबंध में निर्दिष्ट केन्द्रीय सरकार औद्योगिक अधिकरण- सह- श्रम न्यायालय, चंडीगढ़ पंचाट(संदर्भ संख्या-90/2015) को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है।

[सं. एल-42025 / 07 / 2026 / 29-आईआर (डीयू)]

सलोनी, उप निदेशक

New Delhi, the 10th June, 2026

S.O. 1224.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No.90/2015) of the **Central Government Industrial Tribunal cum Labour Court, Chandigarh** as shown in the Annexure, in the Industrial dispute between the employers in relation to the **Director Institute of Himalayan Bioresource Technology, (CSIR Complex) Palampur, Himachal Pradesh, Om Parkash (Govt. Contractor) Himachal Pradesh and Shri. Sudarshan Singh** workman.

[No. L-42025/07/2026/29—IR(DU)]

SALONI, Dy. Director

ANNEXURE

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

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

ID No.90/2015

Sudarshan Singh S/o Sh. Kushal Singh through R K Singh Parmar, General Secretary Punjab INTUC L-211 Brari PO Partap Nagar, Nangal, Tehsil Nangal, District Rupnagar (Punjab)

----- Workman

Versus

1. Director Institute of Himalayan Bioresource Technology, (CSIR Complex) Palampur, District Kangra, Himachal Pradesh.

2. Om Parkash (Govt. Contractor) S/o Sh. Dumnoo Ram, R/o VPO Kandral, Tehsil Bajinath, District Kangra, Himachal Pradesh.

----Respondents

Present:- Sh. R P Rana, AR for workmen.

Sh. G S Sidhu, AR for respondent no.1.

Sh. K B Sharma, AR for respondent no.2.

Award :27.01.2026

1. Workman has filed the present petition/complaint under Section 33 of the Industrial Disputes Act, 1947 (hereinafter called the Act) against his termination by respondent no.1 & 2 on 28.11.2024.

2. The brief facts, related to the case are that the workman was terminated orally by respondents on 28.11.2014 during the pendency of the main reference bearing no.255 of 2013 contravening Section 33 of the Act. It is prayed that termination be set aside and appropriate order be passed.

3. Notice of complaint was given to the respondents.

4. Respondent no.1 filed reply thereof maintaining therein that the workman was never employed by respondent no.1. Workman was deployed by respondent No.2 as a part of the man-force for executing the work in terms of the agreement dated 18.07.2013 which expired in July, 2014 and thereafter no further contract was awarded to respondent No.2 nor any man-force has been deployed. The respondent No.2 had been paid the bills submitted by him, in terms of the agreement with him. Termination of service of the workman is on the part of respondent No. 2 i.e. contractor. In any case, since the workman was never employed in the service of respondent no.1, the question of violation of any service condition during the pendency of the reference No.255 2013 does not arise against respondent no.1. It is prayed that the application may be rejected against respondent no.1.

5. Respondent no.2 also filed reply, maintaining therein that respondent no.2 himself earlier was a worker with respondent no.1 since 1988 and it is only in the year 1995 respondent no.2 was registered as Government Contractor. The workman was already working with respondent no.1, when the contract was allotted to respondent no.2. Neither the workman was engaged by respondent no.2 nor the services of the

workman were ever terminated by respondent no.2. It is the respondent no.1 who used to select the employees like workman and respondent no.2 has no role in the same. Thus, it shows that the contract was just an eyewash and respondent no. 1 is selecting and terminating the workman and other workmen. Respondent no.2 was allotted contract by the respondent no.1 in different years and sometime the contract was allotted to other contractor, whereas the employees/workers remains same despite the change of contractor. Meaning thereby respondent no.1 is the controlling authority of the workman including their engagement, termination etc. and the even the wages of workman were also decided by respondent no. 1 only and the contractor has no role to play in the same. From 2017, onwards contract was not allotted to the answering respondent. The services of the workman were not terminated by the answering respondent and the same were terminated by the respondent no.1. It is prayed that the present petition against respondent no.2 may be dismissed.

Evidence of parties:-

6. In order to prove his case, workman examined himself as WW1 and tendered into evidence his affidavit Ex.WW1/A and has been cross examined by the AR for respondent no.1. AR for workman closed the evidence on 29.01.2021.

7. List of documents, original exhibited with ID No.85/2015 Bir Singh Vs IHBT, photocopy placed in file:-

Sr. No.	Document	Dated	Exhibit
1.	Bill	24.05.2013	Ex.W-1
2.	Bill	22.03.2021	Ex.W-2
3.	Bill	22.03.2021	Ex.W-3
4.	Bill	22.07.2010	Ex.W-4
5.	Bill	23.03.2007	Ex.W-5
6.	Bill	28.03.2007	Ex.W-6
7.	Bill	07.09.2010	Ex.W-7

8. Respondent no.1 has examined Sh. Virender Lamba, Administrative Officer, CSIR-IHBT, Palampur as RW1, who tendered into evidence his affidavit RW1/A along with documents RW1/1 and RW1/2 and has been cross examined by AR for workman. AR for respondent no.1 closed the evidence on 12.02.2025.

List of documents:-

Sr. No.	Agreement	Dated	Period
1.	Agreement with M/s Om Prakash Kapoor (Part of Ex.RW-1/1 Colly)	05.05.1999	01.05.1999 to 30.04.2000
2.	Agreement with M/s Om Prakash Kapoor (Part of Ex.RW-1/1 Colly)	05.05.1999	01.04.1999 to 31.03.2000
3.	Letter (Part of Ex.RW-1/1 Colly)	16.07.2001	16.07.2001 to 15.07.2002
4.	Agreement with M/s Om Prakash Kapoor (Part of Ex.RW-1/1 Colly)	17.07.2002	16.07.2002 to 15.01.2003
5.	Agreement with M/s Om Prakash Kapoor (Part of Ex.RW-1/1 Colly)	16.10.2008	06.10.2008 to 05.10.2009
6.	Agreement with M/s Om Prakash Kapoor (Part of Ex.RW-1/1 Colly)	16.10.2008	06.10.2008 to 05.10.2009

7.	Agreement with M/s Om Prakash Kapoor (Part of Ex.RW-1/1 Colly)	16.10.2008	06.10.2008 to 05.10.2009
8.	Agreement with M/s Om Prakash Kapoor (Ex.RW-1/1 Colly)	07.01.2010	Two years
9.	Agreement with M/s Om Prakash Kapoor (Part of Ex.RW-1/1 Colly)	07.12.2010	Two years
10.	Letter (Part of Ex.RW-1/1 Colly)	01.12.2010	01.12.2010 to 30.11.2012
11.	Agreement with M/s Om Prakash Kapoor (Part of Ex.RW-1/1 Colly)	07.12.2010	Two years
12.	Agreement with M/s Om Prakash Kapoor (Part of Ex.RW-1/1 Colly)	07.12.2010	Two years
13.	Letter (Part of Ex.RW-1/1 Colly)	01.12.2010	01.12.2010 to 30.11.2012
14.	Agreement with M/s Om Prakash Kapoor (Part of Ex.RW-1/1 Colly)	09.12.2012	Two years
15.	Letter (Part of Ex.RW-1/1 Colly)	04.12.2012	07.12.2012 to 06.12.2014
16.	Agreement with M/s Om Prakash Kapoor (Part of Ex.RW-1/1 Colly)	09.12.2012	Two years
17.	Letter (Part of Ex.RW-1/1 Colly)	04.12.2012	07.12.2012 to 06.12.2014
18.	Agreement with M/s Om Prakash Kapoor (Part of Ex.RW-1/2)	19.12.2012	19.12.2014

9. Respondent no.2 has examined Sh. Om Parkash S/o Sh. Dumnoo Ram, who tendered into evidence his affidavit MW2/A along with documents MW2/1 to MW2/5 and has been cross examined by AR for workman as well as by AR for respondent no.1. AR for respondent no.2 closed the evidence on 08.10.2025.

List of documents:-

Sr. No.	Document	Date	Exhibit
1.	Experience Certificate	01.01.1994	MW2/1
2.	EPF slips of Suresh Kumar and Tilak Raj		MW2/2
3.	Pay Slip		MW2/3
4.	Attendance Register		MW2/4
5.	Agreement	24.05.1996	MW2/5
6.	Agreement	05.04.2016	MW2/6
7.	Letter	07.10.2014	Mark 2/A
8.	Undertaking		Mark 2/B

Submissions of workman:-

10. While arguing the case, AR for workman contended that in this case, reference was pending before this Tribunal bearing **ID No.255 of 2013 titled as The General Secretary, Institute of Himalayan Bio-Source Technology (CSIR) Shramik Sangh, Palampur, Distt. Kangra versus The Director, Himalayan Bio-source Technology (CSIR)** regarding regularization of service and accepting all other demands raised by union of workers, of which present workman is also a party. During the pendency of that reference, workman was removed from service orally on 28.11.2014 by respondent no.2 without seeking permission from this Court under Section 33(2)(b) of the Act, which is illegal. Workman would be deemed to be in the service of respondent no.1. He further contended that in this case, respondent no.2 was allotted contract by respondent no.1 for the period 19.12.2012 to 18.12.2014. However, the said period was reduced to 30.11.2014 as per Mark 2/A and the workman was paid salary upto 28.11.2014 and on that date, his services were dispensed with. He thus contended that the workman is liable to be reinstated into service.

Submissions of respondent no.1:-

11. While arguing the case, AR for respondent no.1 contended that IHBT i.e. respondent no.1 being subsidiary of CSIR is not covered under the definition of Industry as defined under the Act. To support this view, he place reliance upon **Central Institute of Medicinal and Aromatic Plants and others versus Sri Rishi Dev Mishra and other (Writ – C No.1005010 of 2006)**.

12. He further contended that there is no master and servant relation between respondent no.1 and the workman. To support this view, he placed reliance upon **The Joint Secretary, Central Board of Secondary education and another versus Raj Kumar Mishra and another (SLP (C) No.22030 of 2023)**. He further placed reliance upon **Kirlosker Brothers Ltd. Vs. Ramcharan and others (2022 INSC 1255)**. He further contended that CSIR Service Rules are not applicable to the workman. No appointment letter was given to the workman. He thus contended that the complaint be dismissed.

Submissions of respondent no.2:-

13. While arguing the case, AR for respondent no.2 contended that respondent no.2 has engaged workman and other workmen, who have already filed reference bearing ID No.255/2013 and during the pendency of the case, workman was removed from the service on the asking of respondent no.1 principle employer as per Mark 2/A. Further no permission from the competent authority was taken before terminating the services of the workman as it was not necessitated.

Findings:-

14. I have given due consideration to the arguments advanced by Sh. R P Rana (AR for workman), Sh. G S Sidhu (AR for respondent no.1) and Sh. K B Sharma (AR for respondent no.2).

15. First question which arise for consideration is whether the applicant is workman as defined under Section 2(s) of the Act. To my mind, the claimant is a workman within the definition of Section 2(s) of the Act. In this regard, reliance can be made to the decision in the case of **Devinder Singh Vs. Municipal Council, Sanaur, AIR 2011 Supreme Court 2532**, wherein the Hon'ble Apex Court while interpreting the provisions of Section 2(s) of the Act which deals with the definition of "workman" has observed as under :

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

It is clear from the perusal of aforesaid observations that even if a person is engaged on temporary, part time or contract basis or for doing any other kind of work and is duly paid wages for the said work, in that eventuality such a person would be covered by the definition of "workman" as provided in Section 2(s) of the Act. Thus, nature of appointment or source of appointment is not relevant to be a "workman" within the Act. Since, the workman was engaged on contract basis by respondent no.2 for the work of respondent no.1, thus it would be termed as workman under Section 2(s) of the Act.

16. Next question which arises for consideration is whether respondent no.1 is an industry. The Hon'ble Apex Court in the case of **Banglore Water Supply & Sewerage Board Vs. A. Rajappa 1978(36) FLR 266** dealt at length with the ambit and scope of expression "industry" as defined in Section 2(j) of the Act, and has laid down triple test for determining whether a particular establishment is industry or not. The triple test is where (a) systematic activity (b) organised by cooperation between employer and employee (the direct and substantial element is commercial) (c) for the production or distribution of goods and services to calculated to satisfy human wants and wishes prima facie is an "Industry" in that enterprise. Relevant part of judgment of **Banglore Water Supply & Sewerage Board (supra)** is reproduced as under:-

"Does research involve collaboration between employer and employee? It does. The employer is the institution, the employees are the scientists, para-scientists and other personnel. Is scientific research service? Undoubtedly it is. Its discoveries are valuable contributions to the wealth of the nation. Such discoveries may be sold for a heavy price in the industrial or other markets. Technology has to be plate for and technological inventions and innovations may be patented and sold. In our scientific and technological age nothing has more cash value, as intangible goods and invaluable services, than discoveries. For instance, the discoveries of Thomas Alva Edison made him fabulously rich. It has been said that his brain had the highest cash value in history for he made the world vibrate with the miraculous discovery of recorded, sound. Unlike most inventors, he did not have to wait to get his reward in heaven; he received, it munificently on this gratified and grateful earth, thanks to conversion of his inventions into, money a plenty. Research benefits industry. Even though a research institute may be a separate entity disconnected from the many industries which funded the institute itself, it can be regarded as an Organisation, propelled by systematic activity, modeled on co-operation between employer and employee and calculated to throw up discoveries and inventions and useful solutions which benefit individual industries and the nation in terms of goods and services and wealth. It follows that research institutes, albeit run without profit-motive, are industries."

17. In the present case, respondent no.1 is doing research work and as per RW1 Sh. Virender Lamba, black tea, rose water, stevia plant, harar, amla and other medicinal plants are sold in the institute. He has also admitted that vide Ex.W1 to W7, various products of the institute have been sold to the customers. Thus, respondent no.1 is engaged in systematic activity organized by cooperation between employer and employee (employees being workmen in the present case) for the production or distribution of goods and services to calculated to satisfy human wants. In this regard, it is carrying out research. In addition to this, from the research work, benefits are being driven by respondent no.1 and as per observation of Hon'ble Supreme Court in **Banglore Water Supply & Sewerage Board (supra)**, respondent no.1 falls under the definition of 'industry' as defined under the Act.

18. So far as argument of AR for respondent no.1 that respondent no.1 being instrument of state does not fall under the definition of 'industry'. In this regard, Hon'ble Supreme Court in case titled as **Chief Conservator of Forest Versus Jagannath Maruti Kondhare (1996 (2) SCT 164)**, has held that work, which was not be regarded as a part of inalienable of inescapable function of the State and which work can be well undertaken by a private agency does not require an instrumentality of State, such functions of the State fall within the ambit of Industry. Thus, function of doing research and other allied works of selling of goods and earning from research cannot be said to be sovereign function of the State and thus for this purpose of industrial dispute, respondents would be termed as industry.

19. Thus, from every angle, respondent no.1 is an industry. Moreover, its employees are not governed by IHBT Rules or CCS Rules, thus it is an industry. In view of the judgment of Hon'ble Supreme Court titled as **Banglore Water Supply & Sewerage Board (supra)**, decided by Hon'ble Supreme Court the case law **Central Institute of Medicinal and Aromatic Plants and others (supra)** decided by Hon'ble High Court at Allahabad cited by AR for respondent no.1 is not attracted to the facts and circumstances of the present case.

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

"Contractor", in relation to an establishment, means a person who undertakes to produce a given result for the establishment, other than a mere supply of goods or articles of manufacture to such establishment,

through contract labour or who supplies contract labour for any work of the establishment and includes a sub-contractor;

21. The workman was doing work i.e. systematic activity for respondent no.1 at the asking of respondent no.2 and there was cooperation between the workman and respondent no.2, which involve substantial commercial element for rendering service to satisfy human wants. Thus, as per **Bangalore Water Supply (supra)**, respondent no.2 would be termed as industry.

22. Next question, which arises for consideration is whether there exists relationship of employer and employee between respondent no.1 and present workman. In this regard, it is pointed out that admittedly in this case, union of workmen has filed **ID No.255 of 2013 titled as The General Secretary, Institute of Himalayan Bio-Source Technology (CSIR) (supra)**, wherein name of the worker appeared at Sr. No.9 of the list of enclosed by union as Annexure P-5. It is further pointed out that in order to prove relationship of employer and employee i.e. master and servant, the Hon'ble Supreme Court after analyzing the catena of cases has laid down in **Balwant Raj Saluja Vs. Air India Limited in Civil Appeal No.10266 dated 25.08.2014**, two well recognized tests to find out whether the labours are the contract employees of the principal employer are:-

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

In this case, admittedly, as per statement of Sh. Om Parkash (MW2), wages were paid by respondent no.2, however, control was of the respondent no.1. This fact got proved in statement of MW2. Thus, under these circumstances, it is held that there exist relationship of master and servant between respondent no.1 and workman.

23. Further, in the present case, admittedly respondent no.1 is entering into different contract agreements with respondent no.2 (Ex.RW1/1 Colly and Ex.RW2/2 as detailed above) by retaining same workmen and thus contracts are sham in view of the observation of Hon'ble Delhi High Court in similar matter in **Management of CPWD versus Anand Kumar Gautam and ors. (2024:DHC:2757)** which is as under:

“Contract labourers can be engaged for the work of contractor only and not for the work of any establishment. In the present case the work is of the establishment and not of the contractor. The term supply of labour by a contractor is against human dignity. No one can be a supplier of human labour to any establishment. It is the duty of State to give employment to citizen and not of the contractors. Contractors cannot supply labour to any establishment. In view of the above discussion it becomes quite obvious that the contractors workmen in the instant case have been retained all along and contractors have been changed. So the contractor is only a label of a bottle. This label is changed from time to time but the contents of the bottle always remain the same. The contractors have been changed and the workmen have been retained. Such a system is in-human. The contractors are the direct employees of the respondent/management.

*From the foregoing it becomes quite obvious that these two workmen have been working regularly and even without artificial breaks since 1995-96. **The contract is camouflage. There is direct relation of master and servant between the respondent and the workmen.**”*

24. Hon'ble Supreme Court in case titled as **Bhilwara Dugdh Utpadak Sahakari S. Ltd. Versus Vinod Kumar Sharma dead by LRs and others (AIR 2011 Supreme Court 3546)** has held as under:-

4. In order to avoid their liability under various labour statutes employers are very often resorting to subterfuge by trying to show that their employees are in fact, the employees of a contractor. It is high time that this subterfuge must come to an end.

5. Labour statutes were meant to protect the employees/workmen because it was realized that the employers and the employees are not on an equal bargaining position. Hence, protection of employees was required so that they may not be exploited. However, this new technique of subterfuge has been adopted by some employers in recent years in order to deny the rights of the workmen under various labour statutes by showing that the concerned workmen are not their employees but are the employees/workmen of a contractor, or that they are merely daily wage or short term or casual employees when in fact they are doing the work of regular employees.

25. Thus, from the above observation of Hon'ble Supreme Court, it is clear that respondent no.1 has resorted to subterfuge by trying to show that workman was employee of respondent no.2.

26. Moreover, respondent no.2 contractor while appearing in the witness box in his deposition has stated that in IHBT, there is practice that the contract for engagement of the employer/labour through contractors is for one year only and it changes on the basis of bid of the contractors every year. The contractor may change but the employees/labourers always remains same. The workman was already working with the management when the contract was tendered to the respondent no.2. Neither the workman was engaged by respondent no.2 nor the services of workman were terminated by respondent no.2. It is the respondent no.1 who uses to select/engage and terminate the labour/workman and respondent no.2 has no role in the same. Thus, it shows that the contract was just an eyewash. It is further submitted that contract was allotted to respondent no.2 by respondent no.1 on different years as per Ex.RW1/1 (colly) and Ex.RW2/2 and sometime to other contractors, meaning thereby the respondent no.1 is controlling authority of the workmen including their engagement, termination etc. and even the wages of workman were also decided by respondent no.1 only and respondent no.2 has no role to play in the same. So, there exist relationship of employees/servant and employer/master between the workmen and respondent no.1. Thus, the judgment *The Joint Secretary, Central Board of Secondary education and another (supra)* cited by AR for respondent no.1 is not attracted to the present case as in this case, time and again, same workers were being engaged through contractor and in view of clear cut dictum of Hon'ble Delhi High Court in *Management of CPWD (supra)*, the aforementioned case law is not attracted.

27. So far as *Kirlosker Brothers Ltd. Vs. Ramcharan and others (supra)* relied upon by the AR for respondent no.1 is concerned, facts and circumstances of this case are distinguishable. In the said *Kirlosker Brothers Ltd. Vs. Ramcharan and others (supra)*, Court has held that that when there are no allegations or findings of sham and bogus contract then the contention of the reinstatement or the absorption of the workman cannot be sustained but the facts of the matter at hand is different from the facts of the case as in the instant case. In this case, workman was working since long and the work was of perennial nature. Thus, it tantamount to unfair labour practice.

28. It is added here that admittedly in this case, workman was discharged by the respondent no.1 & 2 and as per agreement Ex.RW1/2, contract was awarded to respondent no.2 by respondent no.1 for a period of two years i.e. from 19.12.2012 to 19.12.2014. However, workman was discharged prior to that on 28.11.2014 as per Mark-2/A, wherein it is stated by respondent no.1 as under :-

The contract for the related forms and field work, as per this institute's letter dated 04-12-2012, is scheduled to expire on November 30, 2014. Therefore, you are hereby informed that you must submit the fully completed EPF payment documents for all the workers employed under these contracts to the concerned EPF department, along with a copy to the institute, by October 2014, so that your final bill can be processed on time. Furthermore, please ensure that there are no outstanding financial dues of any kind for any worker; otherwise, these dues may be recovered from your security deposit.

29. No prior permission was taken by respondent no.1 & 2 before the discharging the services of workman. Section 33(2)(b) of the Act is very material and the same is reproduced below:-

“(b) for any misconduct not connected with the dispute, or discharge or punish, whether by dismissal or otherwise, that workman:

Provided that no such workman shall be discharged or dismissed, unless he has been paid wages for one month and an application has been made by the employer to the authority before which the proceeding is pending for approval of the action taken by the employer.”

30. As per aforesaid provision, the workman can be discharged or dismissed after paying one month wages and after getting approval of the competent authority. In this case, no wages for one month was paid nor any permission from competent authority was taken before discharging the workman and consequently, it would be considered that workman was in regular services of the workman. A *Full Constitutional Bench of Hon'ble Supreme Court* in case titled as *Jaipur Zila Sahakari Bhoomi Vikas Bank Ltd. versus Ram Gopal Sharma and others (2002 SCC (L & S) 279)* has held that failure to make application for approval of the order of discharge or dismissal or withdrawal of such application after making it, held, renders the order of discharge or dismissal void and inoperative.

31. The present application under Section 33A is well maintainable and purpose has also been defined by the Hon'ble Supreme Court in **Jaipur Zila Sahakari Bhoomi Vikas Bank Ltd. (supra)** case, which read as follows:-

Section 33A is available to an employee and is intended to save his time and trouble in as much as he can straightway make a complaint before the very authority, where the industrial dispute is already pending between the parties, challenging the order of approval instead of making efforts to raise an industrial dispute, get a reference and thereafter adjudication. Section 31 speaks of penalty in respect of the offences stated therein. This provision is not intended to give any remedy to an aggrieved employee. It is only to punish the offender. Merely because penal provision is available or a workman has a further remedy under Section 33A to challenge the approval granted, it cannot be said that the order of discharge or dismissal does not become inoperative or invalid unless set aside under Section 33A.

32. In view of the above discussion, the termination of workman on 28.11.2014 is bad in law and hence is set aside. In this case, both the respondents in connivance with each other has dispensed the services of the workman. Hence, both respondents are liable. The workman is entitled for reinstatement along with full back wages. It is ordered accordingly. The services of the workman would not be discharged/terminated during the pendency of the ID No.255 of 2013, wherein, they have claimed various demands vide charter of demands dated 09.05.2011. However, in case workman has attained the age of retirement, then he would be entitled for full back wages along with other consequential benefits instead of reinstatement in service.

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

KAMAL KANT, Presiding Officer

नई दिल्ली, 10 जून, 2026

का.आ. 1225.—औद्योगिक विवाद अधिनियम (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार हिमालयी जैव संसाधन प्रौद्योगिकी संस्थान (सीएसआईआर परिसर), पालमपुर, हिमाचल प्रदेश के निदेशक, ओम प्रकाश (सरकारी ठेकेदार), हिमाचल प्रदेश के प्रबंधन के संबद्ध नियोजकों और श्री किरपाल, कर्मचारी के बीच अनुबंध में निर्दिष्ट केन्द्रीय सरकार औद्योगिक अधिकरण- सह- श्रम न्यायालय, चंडीगढ़ पंचाट(संदर्भ संख्या-148/2015) को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है।

[सं. एल-42025 / 07 / 2026 / 24-आईआर (डीयू)]

सलोनी, उप निदेशक

New Delhi, the 10th June, 2026

S.O. 1225.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No.148/2015) of the **Central Government Industrial Tribunal cum Labour Court, Chandigarh** as shown in the Annexure, in the Industrial dispute between the employers in relation to the **Director Institute of Himalayan Bioresource Technology, (CSIR Complex) Palampur, Himachal Pradesh, Om Parkash (Govt. Contractor) Himachal Pradesh and Shri. Kirpal** workman.

[No. L-42025/07/2026/24-IR(DU)]

SALONI, Dy. Director

ANNEXURE**In the Central Government Industrial Tribunal-cum-Labour Court-II, Chandigarh****(Present:- Mr. Kamal Kant, Presiding Officer).**

ID No.148/2015

Kirpal S/o Sh. Atma Ram through R K Singh Parmar, General Secretary Punjab INTUC L-211 Brari PO Partap Nagar, Nangal, Tehsil Nangal, District Rupnagar (Punjab)

----- Workman

Versus

1. Director Institute of Himalayan Bioresource Technology, (CSIR Complex) Palampur, District Kangra, Himachal Pradesh.
2. Om Parkash (Govt. Contractor) S/o Sh. Dumnoo Ram, R/o VPO Kandral, Tehsil Bajinath, District Kangra, Himachal Pradesh.

----Respondents

Present:- Sh. R P Rana, AR for workmen.
 Sh. G S Sidhu, AR for respondent no.1.
 Sh. K B Sharma, AR for respondent no.2.

AWARD :27.01.2026

1. Workman has filed the present petition/complaint under Section 33 of the Industrial Disputes Act, 1947 (hereinafter called the Act) against his termination by respondent no.1 & 2 on 28.11.2024.
2. The brief facts, related to the case are that the workman was terminated orally by respondents on 28.11.2014 during the pendency of the main reference bearing no.255 of 2013 contravening Section 33 of the Act. It is prayed that termination be set aside and appropriate order be passed.
3. Notice of complaint was given to the respondents.
4. Respondent no.1 filed reply thereof maintaining therein that the workman was never employed by respondent no.1. Workman was deployed by respondent No.2 as a part of the man-force for executing the work in terms of the agreement dated 18.07.2013 which expired in July, 2014 and thereafter no further contract was awarded to respondent No.2 nor any man-force has been deployed. The respondent No.2 had been paid the bills submitted by him, in terms of the agreement with him. Termination of service of the workman is on the part of respondent No. 2 i.e. contractor. In any case, since the workman was never employed in the service of respondent no.1, the question of violation of any service condition during the pendency of the reference No.255 2013 does not arise against respondent no.1. It is prayed that the application may be rejected against respondent no.1.
5. Respondent no.2 also filed reply, maintaining therein that respondent no.2 himself earlier was a worker with respondent no.1 since 1988 and it is only in the year 1995 respondent no.2 was registered as Government Contractor. The workman was already working with respondent no.1, when the contract was allotted to respondent no.2. Neither the workman was engaged by respondent no.2 nor the services of the workman were ever terminated by respondent no.2. It is the respondent no.1 who used to select the employees like workman and respondent no.2 has no role in the same. Thus, it shows that the contract was just an eyewash and respondent no. 1 is selecting and terminating the workman and other workmen. Respondent no.2 was allotted contract by the respondent no.1 in different years and sometime the contract was allotted to other contractor, whereas the employees/workers remains same despite the change of contractor. Meaning thereby respondent no.1 is the controlling authority of the workman including their engagement, termination etc. and the even the wages of workman were also decided by respondent no. 1 only and the contractor has no role to play in the same. From 2017, onwards contract was not allotted to the answering respondent. The services of the workman were not terminated by the answering respondent and the same were terminated by the respondent no.1. It is prayed that the present petition against respondent no.2 may be dismissed.

Evidence of parties:-

6. In order to prove his case, workman examined himself as WW1 and tendered into evidence his affidavit Ex.WW1/A and has been cross examined by the AR for respondent no.1. AR for workman closed the evidence on 29.01.2021.

7. List of documents, original exhibited with ID No.85/2015 Bir Singh Vs IHBT, photocopy placed in file:-

Sr. No.	Document	Dated	Exhibit
1.	Bill	24.05.2013	Ex.W-1
2.	Bill	22.03.2021	Ex.W-2
3.	Bill	22.03.2021	Ex.W-3
4.	Bill	22.07.2010	Ex.W-4
5.	Bill	23.03.2007	Ex.W-5
6.	Bill	28.03.2007	Ex.W-6
7.	Bill	07.09.2010	Ex.W-7

8. Respondent no.1 has examined Sh. Virender Lamba, Administrative Officer, CSIR-IHBT, Palampur as RW1, who tendered into evidence his affidavit RW1/A along with documents RW1/1 and RW1/2 and has been cross examined by AR for workman. AR for respondent no.1 closed the evidence on 12.02.2025.

List of documents:-

Sr. No.	Agreement	Dated	Period
1.	Agreement with M/s Om Prakash Kapoor (Part of Ex.RW-1/1 Colly)	05.05.1999	01.05.1999 to 30.04.2000
2.	Agreement with M/s Om Prakash Kapoor (Part of Ex.RW-1/1 Colly)	05.05.1999	01.04.1999 to 31.03.2000
3.	Letter (Part of Ex.RW-1/1 Colly)	16.07.2001	16.07.2001 to 15.07.2002
4.	Agreement with M/s Om Prakash Kapoor (Part of Ex.RW-1/1 Colly)	17.07.2002	16.07.2002 to 15.01.2003
5.	Agreement with M/s Om Prakash Kapoor (Part of Ex.RW-1/1 Colly)	16.10.2008	06.10.2008 to 05.10.2009
6.	Agreement with M/s Om Prakash Kapoor (Part of Ex.RW-1/1 Colly)	16.10.2008	06.10.2008 to 05.10.2009
7.	Agreement with M/s Om Prakash Kapoor (Part of Ex.RW-1/1 Colly)	16.10.2008	06.10.2008 to 05.10.2009
8.	Agreement with M/s Om Prakash Kapoor (Ex.RW-1/1 Colly)	07.01.2010	Two years
9.	Agreement with M/s Om Prakash Kapoor (Part of Ex.RW-1/1 Colly)	07.12.2010	Two years
10.	Letter (Part of Ex.RW-1/1 Colly)	01.12.2010	01.12.2010 to 30.11.2012
11.	Agreement with M/s Om Prakash Kapoor (Part of Ex.RW-1/1 Colly)	07.12.2010	Two years
12.	Agreement with M/s Om Prakash Kapoor (Part of Ex.RW-1/1 Colly)	07.12.2010	Two years

13.	Letter (Part of Ex.RW-1/1 Colly)	01.12.2010	01.12.2010 to 30.11.2012
14.	Agreement with M/s Om Prakash Kapoor (Part of Ex.RW-1/1 Colly)	09.12.2012	Two years
15.	Letter (Part of Ex.RW-1/1 Colly)	04.12.2012	07.12.2012 to 06.12.2014
16.	Agreement with M/s Om Prakash Kapoor (Part of Ex.RW-1/1 Colly)	09.12.2012	Two years
17.	Letter (Part of Ex.RW-1/1 Colly)	04.12.2012	07.12.2012 to 06.12.2014
18.	Agreement with M/s Om Prakash Kapoor (Part of Ex.RW-1/2)	19.12.2012	19.12.2014

9. Respondent no.2 has examined Sh. Om Parkash S/o Sh. Dumnoo Ram, who tendered into evidence his affidavit MW2/A along with documents MW2/1 to MW2/5 and has been cross examined by AR for workman as well as by AR for respondent no.1. AR for respondent no.2 closed the evidence on 08.10.2025.

List of documents:-

Sr. No.	Document	Date	Exhibit
1.	Experience Certificate	01.01.1994	MW2/1
2.	EPF slips of Suresh Kumar and Tilak Raj		MW2/2
3.	Pay Slip		MW2/3
4.	Attendance Register		MW2/4
5.	Agreement	24.05.1996	MW2/5
6.	Agreement	05.04.2016	MW2/6
7.	Letter	07.10.2014	Mark 2/A
8.	Undertaking		Mark 2/B

Submissions of workman:-

10. While arguing the case, AR for workman contended that in this case, reference was pending before this Tribunal bearing **ID No.255 of 2013 titled as The General Secretary, Institute of Himalayan Bio-Source Technology (CSIR) Shramik Sangh, Palampur, Distt. Kangra versus The Director, Himalayan Bio-source Technology (CSIR)** regarding regularization of service and accepting all other demands raised by union of workers, of which present workman is also a party. During the pendency of that reference, workman was removed from service orally on 28.11.2014 by respondent no.2 without seeking permission from this Court under Section 33(2)(b) of the Act, which is illegal. Workman would be deemed to be in the service of respondent no.1. He further contended that in this case, respondent no.2 was allotted contract by respondent no.1 for the period 19.12.2012 to 18.12.2014. However, the said period was reduced to 30.11.2014 as per Mark 2/A and the workman was paid salary upto 28.11.2014 and on that date, his services were dispensed with. He thus contended that the workman is liable to be reinstated into service.

Submissions of respondent no.1:-

11. While arguing the case, AR for respondent no.1 contended that IHBT i.e. respondent no.1 being subsidiary of CSIR is not covered under the definition of Industry as defined under the Act. To support this view, he place reliance upon **Central Institute of Medicinal and Aromatic Plants and others versus Sri Rishi Dev Mishra and other (Writ –C No.1005010 of 2006)**.

12. He further contended that there is no master and servant relation between respondent no.1 and the workman. To support this view, he placed reliance upon **The Joint Secretary, Central Board of Secondary**

education and another versus Raj Kumar Mishra and another (SLP (C) No.22030 of 2023. He further placed reliance upon Kirlosker Brothers Ltd. Vs. Ramcharan and others (2022 INSC 1255). He further contended that CSIR Service Rules are not applicable to the workman. No appointment letter was given to the workman. He thus contended that the complaint be dismissed.

Submissions of respondent no.2:-

13. While arguing the case, AR for respondent no.2 contended that respondent no.2 has engaged workman and other workmen, who have already filed reference bearing ID No.255/2013 and during the pendency of the case, workman was removed from the service on the asking of respondent no.1 principle employer as per Mark 2/A. Further no permission from the competent authority was taken before terminating the services of the workman as it was not necessitated.

Findings:-

14. I have given due consideration to the arguments advanced by Sh. R P Rana (AR for workman), Sh. G S Sidhu (AR for respondent no.1) and Sh. K B Sharma (AR for respondent no.2).

15. First question which arise for consideration is whether the applicant is workman as defined under Section 2(s) of the Act. To my mind, the claimant is a workman within the definition of Section 2(s) of the Act. In this regard, reliance can be made to the decision in the case of Devinder Singh Vs. Municipal Council, Sanaur, AIR 2011 Supreme Court 2532, wherein the Hon'ble Apex Court while interpreting the provisions of Section 2(s) of the Act which deals with the definition of "workman" has observed as under :

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

It is clear from the perusal of aforesaid observations that even if a person is engaged on temporary, part time or contract basis or for doing any other kind of work and is duly paid wages for the said work, in that eventuality such a person would be covered by the definition of "workman" as provided in Section 2(s) of the Act. Thus, nature of appointment or source of appointment is not relevant to be a "workman" within the Act. Since, the workman was engaged on contract basis by respondent no.2 for the work of respondent no.1, thus it would be termed as workman under Section 2(s) of the Act.

16. Next question which arises for consideration is whether respondent no.1 is an industry. The Hon'ble Apex Court in the case of Banglore Water Supply & Sewerage Board Vs. A. Rajappa 1978(36) FLR 266 dealt at length with the ambit and scope of expression "industry" as defined in Section 2(j) of the Act, and has laid down triple test for determining whether a particular establishment is industry or not. The triple test is where (a) systematic activity (b) organised by cooperation between employer and employee (the direct and substantial element is commercial) (c) for the production or distribution of goods and services to calculated to satisfy human wants and wishes prima facie is an "Industry" in that enterprise. Relevant part of judgment of Banglore Water Supply & Sewerage Board (supra) is reproduced as under:-

"Does research involve collaboration between employer and employee? It does. The employer is the institution, the employees are the scientists, para-scientists and other personnel. Is scientific research service? Undoubtedly it is. Its discoveries are valuable contributions to the wealth of the nation. Such discoveries may be sold for a heavy price in the industrial or other markets. Technology has to be plate for and technological inventions and innovations may be patented and sold. In our scientific and technological age nothing has more cash value, as intangible goods and invaluable services, than discoveries. For instance, the discoveries of Thomas Alva Edison made him fabulously rich. It has been said that his brain had the highest cash value in history for he made the world vibrate with the miraculous discovery of recorded, sound. Unlike most inventors, he did not have to wait to get his reward in heaven; he received, it munificently on this gratified and grateful earth, thanks to conversion of his inventions into, money a plenty. Research benefits industry. Even though a research institute may be a separate entity disconnected from the many industries which funded the institute itself, it can be regarded as an Organisation, propelled

by systematic activity, modeled on co-operation between employer and employee and calculated to throw up discoveries and inventions and useful solutions which benefit individual industries and the nation in terms of goods and services and wealth. It follows that research institutes, albeit run without profit-motive, are industries."

17. In the present case, respondent no.1 is doing research work and as per RW1 Sh. Virender Lamba, black tea, rose water, stevia plant, harar, amla and other medicinal plants are sold in the institute. He has also admitted that vide Ex.W1 to W7, various products of the institute have been sold to the customers. Thus, respondent no.1 is engaged in systematic activity organized by cooperation between employer and employee (employees being workmen in the present case) for the production or distribution of goods and services to calculated to satisfy human wants. In this regard, it is carrying out research. In addition to this, from the research work, benefits are being driven by respondent no.1 and as per observation of Hon'ble Supreme Court in **Banglore Water Supply & Sewerage Board (supra)**, respondent no.1 falls under the definition of 'industry' as defined under the Act.

18. So far as argument of AR for respondent no.1 that respondent no.1 being instrument of state does not fall under the definition of 'industry'. In this regard, Hon'ble Supreme Court in case titled as **Chief Conservator of Forest Versus Jagannath Maruti Kondhare (1996 (2) SCT 164)**, has held that work, which was not be regarded as a part of inalienable of inescapable function of the State and which work can be well undertaken by a private agency does not require an instrumentality of State, such functions of the State fall within the ambit of Industry. Thus, function of doing research and other allied works of selling of goods and earning from research cannot be said to be sovereign function of the State and thus for this purpose of industrial dispute, respondents would be termed as industry.

19. Thus, from every angle, respondent no.1 is an industry. Moreover, its employees are not governed by IHBT Rules or CCS Rules, thus it is an industry. In view of the judgment of Hon'ble Supreme Court titled as **Banglore Water Supply & Sewerage Board (supra)**, decided by Hon'ble Supreme Court the case law **Central Institute of Medicinal and Aromatic Plants and others (supra)** decided by Hon'ble High Court at Allahabad cited by AR for respondent no.1 is not attracted to the facts and circumstances of the present case.

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

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

21. The workman was doing work i.e. systematic activity for respondent no.1 at the asking of respondent no.2 and there was cooperation between the workman and respondent no.2, which involve substantial commercial element for rendering service to satisfy human wants. Thus, as per **Banglore Water Supply (supra)**, respondent no.2 would be termed as industry.

22. Next question, which arises for consideration is whether there exists relationship of employer and employee between respondent no.1 and present workman. In this regard, it is pointed out that admittedly in this case, union of workmen has filed **ID No.255 of 2013 titled as The General Secretary, Institute of Himalayan Bio-Source Technology (CSIR) (supra)**, wherein name of the worker appeared at Sr. No.19 of the list of enclosed by union as Annexure P-4. It is further pointed out that in order to prove relationship of employer and employee i.e. master and servant, the Hon'ble Supreme Court after analyzing the catena of cases has laid down in **Balwant Raj Saluja Vs. Air India Limited in Civil Appeal No.10266 dated 25.08.2014**, two well recognized tests to find out whether the labours are the contract employees of the principal employer are:-

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

In this case, admittedly, as per statement of Sh. Om Parkash (MW2), wages were paid by respondent no.2, however, control was of the respondent no.1. This fact got proved in statement of MW2. Thus, under these

circumstances, it is held that there exist relationship of master and servant between respondent no.1 and workman.

23. Further, in the present case, admittedly respondent no.1 is entering into different contract agreements with respondent no.2 (Ex.RW1/1 Colly and Ex.RW2/2 as detailed above) by retaining same workmen and thus contracts are sham in view of the observation of Hon'ble Delhi High Court in similar matter in **Management of CPWD versus Anand Kumar Gautam and ors. (2024:DHC:2757)** which is as under:

“Contract labourers can be engaged for the work of contractor only and not for the work of any establishment. In the present case the work is of the establishment and not of the contractor. The term supply of labour by a contractor is against human dignity. No one can be a supplier of human labour to any establishment. It is the duty of State to give employment to citizen and not of the contractors. Contractors cannot supply labour to any establishment. In view of the above discussion it becomes quite obvious that the contractors workmen in the instant case have been retained all along and contractors have been changed. So the contractor is only a label of a bottle. This label is changed from time to time but the contents of the bottle always remain the same. The contractors have been changed and the workmen have been retained. Such a system is in-human. The contractors are the direct employees of the respondent/management.

*From the foregoing it becomes quite obvious that these two workmen have been working regularly and even without artificial breaks since 1995-96. **The contract is camouflage. There is direct relation of master and servant between the respondent and the workmen.**”*

24. Hon'ble Supreme Court in case titled as **Bhilwara Dugdh Utpadak Sahakari S. Ltd. Versus Vinod Kumar Sharma dead by LRs and others (AIR 2011 Supreme Court 3546)** has held as under:-

4. In order to avoid their liability under various labour statutes employers are very often resorting to subterfuge by trying to show that their employees are in fact, the employees of a contractor. It is high time that this subterfuge must come to an end.

5. Labour statutes were meant to protect the employees/workmen because it was realized that the employers and the employees are not on an equal bargaining position. Hence, protection of employees was required so that they may not be exploited. However, this new technique of subterfuge has been adopted by some employers in recent years in order to deny the rights of the workmen under various labour statutes by showing that the concerned workmen are not their employees but are the employees/workmen of a contractor, or that they are merely daily wage or short term or casual employees when in fact they are doing the work of regular employees.

25. Thus, from the above observation of Hon'ble Supreme Court, it is clear that respondent no.1 has resorted to subterfuge by trying to show that workman was employee of respondent no.2.

26. Moreover, respondent no.2 contractor while appearing in the witness box in his deposition has stated that in IHBT, there is practice that the contract for engagement of the employer/labour through contractors is for one year only and it changes on the basis of bid of the contractors every year. The contractor may change but the employees/labourers always remains same. The workman was already working with the management when the contract was tendered to the respondent no.2. Neither the workman was engaged by respondent no.2 nor the services of workman were terminated by respondent no.2. It is the respondent no.1 who uses to select/engage and terminate the labour/workman and respondent no.2 has no role in the same. Thus, it shows that the contract was just an eyewash. It is further submitted that contract was allotted to respondent no.2 by respondent no.1 on different years as per Ex.RW1/1 (colly) and Ex.RW2/2 and sometime to other contractors, meaning thereby the respondent no.1 is controlling authority of the workmen including their engagement, termination etc. and even the wages of workman were also decided by respondent no.1 only and respondent no.2 has no role to play in the same. So, there exist relationship of employees/servant and employer/master between the workmen and respondent no.1. Thus, the judgment **The Joint Secretary, Central Board of Secondary education and another (supra)** cited by AR for respondent no.1 is not attracted to the present case as in this case, time and again, same workers were being engaged through contractor and in view of clear cut dictum of Hon'ble Delhi High Court in **Management of CPWD (supra)**, the aforementioned case law is not attracted.

27. So far as **Kirlosker Brothers Ltd. Vs. Ramcharan and others (supra)** relied upon by the AR for respondent no.1 is concerned, facts and circumstances of this case are distinguishable. In the said **Kirlosker**

Brothers Ltd. Vs. Ramcharan and others (supra), Court has held that that when there are no allegations or findings of sham and bogus contract then the contention of the reinstatement or the absorption of the workman cannot be sustained but the facts of the matter at hand is different from the facts of the case as in the instant case. In this case, workman was working since long and the work was of perennial nature. Thus, it tantamount to unfair labour practice.

28. It is added here that admittedly in this case, workman was discharged by the respondent no.1 & 2 and as per agreement Ex.RW1/2, contract was awarded to respondent no.2 by respondent no.1 for a period of two years i.e. from 19.12.2012 to 19.12.2014. However, workman was discharged prior to that on 28.11.2014 as per Mark-2/A, wherein it is stated by respondent no.1 as under :-

The contract for the related forms and field work, as per this institute's letter dated 04-12-2012, is scheduled to expire on November 30, 2014. Therefore, you are hereby informed that you must submit the fully completed EPF payment documents for all the workers employed under these contracts to the concerned EPF department, along with a copy to the institute, by October 2014, so that your final bill can be processed on time. Furthermore, please ensure that there are no outstanding financial dues of any kind for any worker; otherwise, these dues may be recovered from your security deposit.

29. No prior permission was taken by respondent no.1 & 2 before the discharging the services of workman. Section 33(2)(b) of the Act is very material and the same is reproduced below:-

“(b) for any misconduct not connected with the dispute, or discharge or punish, whether by dismissal or otherwise, that workman:

Provided that no such workman shall be discharged or dismissed, unless he has been paid wages for one month and an application has been made by the employer to the authority before which the proceeding is pending for approval of the action taken by the employer.”

30. As per aforesaid provision, the workman can be discharged or dismissed after paying one month wages and after getting approval of the competent authority. In this case, no wages for one month was paid nor any permission from competent authority was taken before discharging the workman and consequently, it would be considered that workman was in regular services of the workman. A ***Full Constitutional Bench of Hon'ble Supreme Court*** in case titled as ***Jaipur Zila Sahakari Bhoomi Vikas Bank Ltd. versus Ram Gopal Sharma and others (2002 SCC (L & S) 279)*** has held that failure to make application for approval of the order of discharge or dismissal or withdrawal of such application after making it, held, renders the order of discharge or dismissal void and inoperative.

31. The present application under Section 33A is well maintainable and purpose has also been defined by the Hon'ble Supreme Court in ***Jaipur Zila Sahakari Bhoomi Vikas Bank Ltd. (supra)*** case, which read as follows:-

Section 33A is available to an employee and is intended to save his time and trouble in as much as he can straightway make a complaint before the very authority, where the industrial dispute is already pending between the parties, challenging the order of approval instead of making efforts to raise an industrial dispute, get a reference and thereafter adjudication. Section 31 speaks of penalty in respect of the offences stated therein. This provision is not intended to give any remedy to an aggrieved employee. It is only to punish the offender. Merely because penal provision is available or a workman has a further remedy under Section 33A to challenge the approval granted, it canoe be said that the order of discharge or dismissal does not become inoperative or invalid unless set aside under Section 33A.

32. In view of the above discussion, the termination of workman on 28.11.2014 is bad in law and hence is set aside. In this case, both the respondents in connivance with each other has dispensed the services of the workman. Hence, both respondents are liable. The workman is entitled for reinstatement along with full back wages. It is ordered accordingly. The services of the workman would not be discharged/terminated during the pendency of the ID No.255 of 2013, wherein, they have claimed various demands vide charter of demands dated 09.05.2011. However, in case workman has attained the age of retirement, then he would be entitled for full back wages along with other consequential benefits instead of reinstatement in service.

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

KAMAL KANT, Presiding Officer

नई दिल्ली, 10 जून, 2026

का.आ. 1226.— औद्योगिक विवाद अधिनियम (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार निदेशक इंस्टीट्यूट ऑफ हिमालयन बायोरिसोर्स टेक्नोलॉजी, (सीएसआईआर कॉम्प्लेक्स) पालमपुर, हिमाचल प्रदेश, ओम प्रकाश (सरकारी ठेकेदार) हिमाचल प्रदेश के प्रबंधन के संबद्ध नियोजकों और श्री देविंदर कुमार कर्मचारी के बीच अनुबंध में निर्दिष्ट केन्द्रीय सरकार औद्योगिक अधिकरण-सह-श्रम न्यायालय, चंडीगढ़ पंचाट(संदर्भ संख्या-123/2015) को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है।

[सं. एल-42025 / 07 / 2026 / 27-आईआर (डीयू)]

सलोनी, उप निदेशक

New Delhi, the 10th June, 2026

S.O. 1226.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No.123/2015) of the **Central Government Industrial Tribunal cum Labour Court, Chandigarh** as shown in the Annexure, in the Industrial dispute between the employers in relation to the **Director Institute of Himalayan Bioresource Technology, (CSIR Complex) Palampur, Himachal Pradesh, Om Parkash (Govt. Contractor) Himachal Pradesh and Shri. Devinder kumar workman.**

[No. L-42025/07/2026/27—IR(DU)]

SALONI, Dy. Director

ANNEXURE

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

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

ID No.123/2015

Davinder Kumar S/o Sh. Narangu Ram through R K Singh Parmar, General Secretary Punjab INTUC L-211 Brari PO Partap Nagar, Nangal, Tehsil Nangal, District Rupnagar (Punjab)

----- Workman

Versus

1. Director Institute of Himalayan Bioresource Technology, (CSIR Complex) Palampur, District Kangra, Himachal Pradesh.

2. Om Parkash (Govt. Contractor) S/o Sh. Dumnoo Ram, R/o VPO Kandral, Tehsil Bajinath, District Kangra, Himachal Pradesh.

----Respondents

Present:- Sh. R P Rana, AR for workmen.

Sh. G S Sidhu, AR for respondent no.1.

Sh. K B Sharma, AR for respondent no.2.

AWARD :20.01.2026

1. Workman has filed the present petition/complaint under Section 33 of the Industrial Disputes Act, 1947 (hereinafter called the Act) against his termination by respondent no.1 & 2 on 28.11.2024.
2. The brief facts, related to the case are that the workman was terminated orally by respondents on 28.11.2014 during the pendency of the main reference bearing no.255 of 2013 contravening Section 33 of the Act. It is prayed that termination be set aside and appropriate order be passed.
3. Notice of complaint was given to the respondents.
4. Respondent no.1 filed reply thereof maintaining therein that the workman was never employed by respondent no.1. Workman was deployed by respondent No.2 as a part of the man-force for executing the work in terms of the agreement dated 18.07.2013 which expired in July, 2014 and thereafter no further contract was awarded to respondent No.2 nor any man-force has been deployed. The respondent No.2 had been paid the bills submitted by him, in terms of the agreement with him. Termination of service of the workman is on the part of respondent No. 2 i.e. contractor. In any case, since the workman was never employed in the service of respondent no.1, the question of violation of any service condition during the pendency of the reference No.255 2013 does not arise against respondent no.1. It is prayed that the application may be rejected against respondent no.1.
5. Respondent no.2 also filed reply, maintaining therein that respondent no.2 himself earlier was a worker with respondent no.1 since 1988 and it is only in the year 1995 respondent no.2 was registered as Government Contractor. The workman was already working with respondent no.1, when the contract was allotted to respondent no.2. Neither the workman was engaged by respondent no.2 nor the services of the workman were ever terminated by respondent no.2. It is the respondent no.1 who used to select the employees like workman and respondent no.2 has no role in the same. Thus, it shows that the contract was just an eyewash and respondent no. 1 is selecting and terminating the workman and other workmen. Respondent no.2 was allotted contract by the respondent no.1 in different years and sometime the contract was allotted to other contractor, whereas the employees/workers remains same despite the change of contractor. Meaning thereby respondent no.1 is the controlling authority of the workman including their engagement, termination etc. and the even the wages of workman were also decided by respondent no. 1 only and the contractor has no role to play in the same. From 2017, onwards contract was not allotted to the answering respondent. The services of the workman were not terminated by the answering respondent and the same were terminated by the respondent no. 1. It is prayed that the present petition against respondent no.2 may be dismissed.

Evidence of parties:-

6. In order to prove his case, workman examined himself as WW1 and tendered into evidence his affidavit Ex.WW1/A and has been cross examined by the AR for respondent no.1. AR for workman closed the evidence on 15.10.2019. AR for respondent no.1 closed the evidence on 15.10.2019.
7. List of documents, original exhibited with ID No.85/2015 Bir Singh Vs IHBT, photocopy placed in file:-

Sr. No.	Document	Dated	Exhibit
1.	Bill	24.05.2013	Ex.W-1
2.	Bill	22.03.2021	Ex.W-2
3.	Bill	22.03.2021	Ex.W-3
4.	Bill	22.07.2010	Ex.W-4
5.	Bill	23.03.2007	Ex.W-5
6.	Bill	28.03.2007	Ex.W-6
7.	Bill	07.09.2010	Ex.W-7

8. Respondent no.1 has examined Sh. Virender Lamba, Administrative Officer, CSIR-IHBT, Palampur as RW1, who tendered into evidence his affidavit RW1/A along with documents RW1/1 and RW1/2 and has been cross examined by AR for workman. AR for respondent no.1 closed the evidence on 12.02.2025.

List of documents:-

Sr. No.	Agreement	Dated	Period
1.	Agreement with M/s Om Prakash Kapoor (Part of Ex.RW-1/1 Colly)	05.05.1999	01.05.1999 to 30.04.2000
2.	Agreement with M/s Om Prakash Kapoor (Part of Ex.RW-1/1 Colly)	05.05.1999	01.04.1999 to 31.03.2000
3.	Letter (Part of Ex.RW-1/1 Colly)	16.07.2001	16.07.2001 to 15.07.2002
4.	Agreement with M/s Om Prakash Kapoor (Part of Ex.RW-1/1 Colly)	17.07.2002	16.07.2002 to 15.01.2003
5.	Agreement with M/s Om Prakash Kapoor (Part of Ex.RW-1/1 Colly)	16.10.2008	06.10.2008 to 05.10.2009
6.	Agreement with M/s Om Prakash Kapoor (Part of Ex.RW-1/1 Colly)	16.10.2008	06.10.2008 to 05.10.2009
7.	Agreement with M/s Om Prakash Kapoor (Part of Ex.RW-1/1 Colly)	16.10.2008	06.10.2008 to 05.10.2009
8.	Agreement with M/s Om Prakash Kapoor (Ex.RW-1/1 Colly)	07.01.2010	Two years
9.	Agreement with M/s Om Prakash Kapoor (Part of Ex.RW-1/1 Colly)	07.12.2010	Two years
10.	Letter (Part of Ex.RW-1/1 Colly)	01.12.2010	01.12.2010 to 30.11.2012
11.	Agreement with M/s Om Prakash Kapoor (Part of Ex.RW-1/1 Colly)	07.12.2010	Two years
12.	Agreement with M/s Om Prakash Kapoor (Part of Ex.RW-1/1 Colly)	07.12.2010	Two years
13.	Letter (Part of Ex.RW-1/1 Colly)	01.12.2010	01.12.2010 to 30.11.2012
14.	Agreement with M/s Om Prakash Kapoor (Part of Ex.RW-1/1 Colly)	09.12.2012	Two years
15.	Letter (Part of Ex.RW-1/1 Colly)	04.12.2012	07.12.2012 to 06.12.2014
16.	Agreement with M/s Om Prakash Kapoor (Part of Ex.RW-1/1 Colly)	09.12.2012	Two years
17.	Letter (Part of Ex.RW-1/1 Colly)	04.12.2012	07.12.2012 to 06.12.2014
18.	Agreement with M/s Om Prakash Kapoor (Part of Ex.RW-1/2)	19.12.2012	19.12.2014

9. Respondent no.2 has examined Sh. Om Parkash S/o Sh. Dumnoo Ram, who tendered into evidence his affidavit MW2/A along with documents MW2/1 to MW2/5 and has been cross examined by AR for workman as well as by AR for respondent no.1. AR for respondent no.2 closed the evidence on 08.10.2025.

List of documents:-

Sr. No.	Document	Date	Exhibit
1.	Experience Certificate	01.01.1994	MW2/1
2.	EPF slips of Suresh Kumar and Tilak Raj		MW2/2
3.	Pay Slip		MW2/3
4.	Attendance Register		MW2/4
5.	Agreement	24.05.1996	MW2/5
6.	Agreement	05.04.2016	MW2/6
7.	Letter	07.10.2014	Mark 2/A
8.	Undertaking		Mark 2/B

Submissions of workman:-

10. While arguing the case, AR for workman contended that in this case, reference was pending before this Tribunal bearing **ID No.255 of 2013 titled as The General Secretary, Institute of Himalayan Bio-Source Technology (CSIR) Shramik Sangh, Palampur, Distt. Kangra versus The Director, Himalayan Bio-source Technology (CSIR)** regarding regularization of service and accepting all other demands raised by union of workers, of which present workman is also a party. During the pendency of that reference, workman was removed from service orally on 28.11.2014 by respondent no.2 without seeking permission from this Court under Section 33(2)(b) of the Act, which is illegal. Workman would be deemed to be in the service of respondent no.1. He further contended that in this case, respondent no.2 was allotted contract by respondent no.1 for the period 19.12.2012 to 18.12.2014. However, the said period was reduced to 30.11.2014 as per Mark 2/A and the workman was paid salary upto 28.11.2014 and on that date, his services were dispensed with. He thus contended that the workman is liable to be reinstated into service.

Submissions of respondent no.1:-

11. While arguing the case, AR for respondent no.1 contended that IHBT i.e. respondent no.1 being subsidiary of CSIR is not covered under the definition of Industry as defined under the Act. To support this view, he place reliance upon **Central Institute of Medicinal and Aromatic Plants and others versus Sri Rishi Dev Mishra and other (Writ –C No.1005010 of 2006)**.

12. He further contended that there is no master and servant relation between respondent no.1 and the workman. To support this view, he placed reliance upon **The Joint Secretary, Central Board of Secondary education and another versus Raj Kumar Mishra and another (SLP (C) No.22030 of 2023)**. He further placed reliance upon **Kirlosker Brothers Ltd. Vs. Ramcharan and others (2022 INSC 1255)**. He further contended that CSIR Service Rules are not applicable to the workman. No appointment letter was given to the workman. He thus contended that the complaint be dismissed.

Submissions of respondent no.2:-

13. While arguing the case, AR for respondent no.2 contended that respondent no.2 has engaged workman and other workmen, who have already filed reference bearing ID No.255/2013 and during the pendency of the case, workman was removed from the service on the asking of respondent no.1 principle employer as per Mark 2/A. Further no permission from the competent authority was taken before terminating the services of the workman as it was not necessitated.

Findings:-

14. I have given due consideration to the arguments advanced by Sh. R P Rana (AR for workman), Sh. G S Sidhu (AR for respondent no.1) and Sh. K B Sharma (AR for respondent no.2).

15. First question which arise for consideration is whether the applicant is workman as defined under Section 2(s) of the Act. To my mind, the claimant is a workman within the definition of Section 2(s) of the Act. In this regard, reliance can be made to the decision in the case of **Devinder Singh Vs. Municipal**

Council, Sanaur, AIR 2011 Supreme Court 2532, wherein the Hon'ble Apex Court while interpreting the provisions of Section 2(s) of the Act which deals with the definition of "workman" has observed as under :

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

It is clear from the perusal of aforesaid observations that even if a person is engaged on temporary, part time or contract basis or for doing any other kind of work and is duly paid wages for the said work, in that eventuality such a person would be covered by the definition of "workman" as provided in Section 2(s) of the Act. Thus, nature of appointment or source of appointment is not relevant to be a "workman" within the Act. Since, the workman was engaged on contract basis by respondent no.2 for the work of respondent no.1, thus it would be termed as workman under Section 2(s) of the Act.

16. Next question which arises for consideration is whether respondent no.1 is an industry. The Hon'ble Apex Court in the case of **Banglore Water Supply & Sewerage Board Vs. A. Rajappa 1978(36) FLR 266** dealt at length with the ambit and scope of expression "industry" as defined in Section 2(j) of the Act, and has laid down triple test for determining whether a particular establishment is industry or not. The triple test is where (a) systematic activity (b) organised by cooperation between employer and employee (the direct and substantial element is commercial) (c) for the production or distribution of goods and services to calculated to satisfy human wants and wishes prima facie is an "Industry" in that enterprise. Relevant part of judgment of **Banglore Water Supply & Sewerage Board (supra)** is reproduced as under:-

"Does research involve collaboration between employer and employee? It does. The employer is the institution, the employees are the scientists, para-scientists and other personnel. Is scientific research service? Undoubtedly it is. Its discoveries are valuable contributions to the wealth of the nation. Such discoveries may be sold for a heavy price in the industrial or other markets. Technology has to be plate for and technological inventions and innovations may be patented and sold. In our scientific and technological age nothing has more cash value, as intangible goods and invaluable services, than discoveries. For instance, the discoveries of Thomas Alva Edison made him fabulously rich. It has been said that his brain had the highest cash value in history for he made the world vibrate with the miraculous discovery of recorded, sound. Unlike most inventors, he did not have to wait to get his reward in heaven; he received, it munificently on this gratified and grateful earth, thanks to conversion of his inventions into, money a plenty. Research benefits industry. Even though a research institute may be a separate entity disconnected from the many industries which funded the institute itself, it can be regarded as an Organisation, propelled by systematic activity, modeled on co-operation between employer and employee and calculated to throw up discoveries and inventions and useful solutions which benefit individual industries and the nation in terms of goods and services and wealth. It follows that research institutes, albeit run without profit-motive, are industries."

17. In the present case, respondent no.1 is doing research work and as per RW1 Sh. Virender Lamba, black tea, rose water, stevia plant, harar, amla and other medicinal plants are sold in the institute. He has also admitted that vide Ex.W1 to W7, various products of the institute have been sold to the customers. Thus, respondent no.1 is engaged in systematic activity organized by cooperation between employer and employee (employees being workmen in the present case) for the production or distribution of goods and services to calculated to satisfy human wants. In this regard, it is carrying out research. In addition to this, from the research work, benefits are being driven by respondent no.1 and as per observation of Hon'ble Supreme Court in **Banglore Water Supply & Sewerage Board (supra)**, respondent no.1 falls under the definition of 'industry' as defined under the Act.

18. So far as argument of AR for respondent no.1 that respondent no.1 being instrument of state does not fall under the definition of 'industry'. In this regard, Hon'ble Supreme Court in case titled as **Chief Conservator of Forest Versus Jagannath Maruti Kondhare (1996 (2) SCT 164)**, has held that work, which was not be regarded as a part of inalienable of inescapable function of the State and which work can be well undertaken by a private agency does not require an instrumentality of State, such functions of the

State fall within the ambit of Industry. Thus, function of doing research and other allied works of selling of goods and earning from research cannot be said to be sovereign function of the State and thus for this purpose of industrial dispute, respondents would be termed as industry.

19. Thus, from every angle, respondent no.1 is an industry. Moreover, its employees are not governed by IHBT Rules or CCS Rules, thus it is an industry. In view of the judgment of Hon'ble Supreme Court titled as **Banglore Water Supply & Sewerage Board (supra)**, decided by Hon'ble Supreme Court the case law **Central Institute of Medicinal and Aromatic Plants and others (supra)** decided by Hon'ble High Court at Allahabad cited by AR for respondent no.1 is not attracted to the facts and circumstances of the present case.

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

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

21. The workman was doing work i.e. systematic activity for respondent no.1 at the asking of respondent no.2 and there was cooperation between the workman and respondent no.2, which involve substantial commercial element for rendering service to satisfy human wants. Thus, as per **Banglore Water Supply (supra)**, respondent no.2 would be termed as industry.

22. Next question, which arises for consideration is whether there exists relationship of employer and employee between respondent no.1 and present workman. In this regard, it is pointed out that admittedly in this case, union of workmen has filed **ID No.255 of 2013 titled as The General Secretary, Institute of Himalayan Bio-Source Technology (CSIR) (supra)**, wherein name of the worker appeared at Sr. No.4 of the list of enclosed by union as Annexure P-5. It is further pointed out that in order to prove relationship of employer and employee i.e. master and servant, the Hon'ble Supreme Court after analyzing the catena of cases has laid down in **Balwant Raj Saluja Vs. Air India Limited in Civil Appeal No.10266 dated 25.08.2014**, two well recognized tests to find out whether the labours are the contract employees of the principal employer are:-

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

In this case, admittedly, as per statement of Sh. Om Parkash (MW2), wages were paid by respondent no.2, however, control was of the respondent no.1. This fact got proved in statement of MW2. Thus, under these circumstances, it is held that there exist relationship of master and servant between respondent no.1 and workman.

23. Further, in the present case, admittedly respondent no.1 is entering into different contract agreements with respondent no.2 (Ex.RW1/1 Colly and Ex.RW2/2 as detailed above) by retaining same workmen and thus contracts are sham in view of the observation of Hon'ble Delhi High Court in similar matter in **Management of CPWD versus Anand Kumar Gautam and ors. (2024:DHC:2757)** which is as under:

“Contract labourers can be engaged for the work of contractor only and not for the work of any establishment. In the present case the work is of the establishment and not of the contractor. The term supply of labour by a contractor is against human dignity. No one can be a supplier of human labour to any establishment. It is the duty of State to give employment to citizen and not of the contractors. Contractors cannot supply labour to any establishment. In view of the above discussion it becomes quite obvious that the contractors workmen in the instant case have been retained all along and contractors have been changed. So the contractor is only a label of a bottle. This label is changed from time to time but the contents of the bottle always remain the same. The contractors have been changed and the workmen have been retained. Such a system is in-human. The contractors are the direct employees of the respondent/management.

*From the foregoing it becomes quite obvious that these two workmen have been working regularly and even without artificial breaks since 1995-96. **The contract is camouflage. There is direct relation of master and servant between the respondent and the workmen.***

24. Hon'ble Supreme Court in case titled as **Bhilwara Dugdh Utpadak Sahakari S. Ltd. Versus Vinod Kumar Sharma dead by LRs and others (AIR 2011 Supreme Court 3546)** has held as under:-

4. *In order to avoid their liability under various labour statutes employers are very often resorting to subterfuge by trying to show that their employees are in fact, the employees of a contractor. It is high time that this subterfuge must come to an end.*

5. *Labour statutes were meant to protect the employees/workmen because it was realized that the employers and the employees are not on an equal bargaining position. Hence, protection of employees was required so that they may not be exploited. However, this new technique of subterfuge has been adopted by some employers in recent years in order to deny the rights of the workmen under various labour statutes by showing that the concerned workmen are not their employees but are the employees/workmen of a contractor, or that they are merely daily wage or short term or casual employees when in fact they are doing the work of regular employees.*

25. Thus, from the above observation of Hon'ble Supreme Court, it is clear that respondent no.1 has resorted to subterfuge by trying to show that workman was employee of respondent no.2.

26. Moreover, respondent no.2 contractor while appearing in the witness box in his deposition has stated that in IHBT, there is practice that the contract for engagement of the employer/labour through contractors is for one year only and it changes on the basis of bid of the contractors every year. The contractor may change but the employees/labourers always remains same. The workman was already working with the management when the contract was tendered to the respondent no.2. Neither the workman was engaged by respondent no.2 nor the services of workman were terminated by respondent no.2. It is the respondent no.1 who uses to select/engage and terminate the labour/workman and respondent no.2 has no role in the same. Thus, it shows that the contract was just an eyewash. It is further submitted that contract was allotted to respondent no.2 by respondent no.1 on different years as per Ex.RW1/1 (colly) and Ex.RW2/2 and sometime to other contractors, meaning thereby the respondent no.1 is controlling authority of the workmen including their engagement, termination etc. and even the wages of workman were also decided by respondent no.1 only and respondent no.2 has no role to play in the same. So, there exist relationship of employees/servant and employer/master between the workmen and respondent no.1. Thus, the judgment **The Joint Secretary, Central Board of Secondary education and another (supra)** cited by AR for respondent no.1 is not attracted to the present case as in this case, time and again, same workers were being engaged through contractor and in view of clear cut dictum of Hon'ble Delhi High Court in **Management of CPWD (supra)**, the aforementioned case law is not attracted.

27. So far as **Kirlosker Brothers Ltd. Vs. Ramcharan and others (supra)** relied upon by the AR for respondent no.1 is concerned, facts and circumstances of this case are distinguishable. In the said **Kirlosker Brothers Ltd. Vs. Ramcharan and others (supra)**, Court has held that that when there are no allegations or findings of sham and bogus contract then the contention of the reinstatement or the absorption of the workman cannot be sustained but the facts of the matter at hand is different from the facts of the case as in the instant case. In this case, workman was working since long and the work was of perennial nature. Thus, it tantamount to unfair labour practice.

28. It is added here that admittedly in this case, workman was discharged by the respondent no.1 & 2 and as per agreement Ex.RW1/2, contract was awarded to respondent no.2 by respondent no.1 for a period of two years i.e. from 19.12.2012 to 19.12.2014. However, workman was discharged prior to that on 28.11.2014 as per Mark-2/A, wherein it is stated by respondent no.1 as under :-

The contract for the related forms and field work, as per this institute's letter dated 04-12-2012, is scheduled to expire on November 30, 2014. Therefore, you are hereby informed that you must submit the fully completed EPF payment documents for all the workers employed under these contracts to the concerned EPF department, along with a copy to the institute, by October 2014, so that your final bill can be processed on time. Furthermore, please ensure that there are no outstanding financial dues of any kind for any worker; otherwise, these dues may be recovered from your security deposit.

29. No prior permission was taken by respondent no.1 & 2 before the discharging the services of workman. Section 33(2)(b) of the Act is very material and the same is reproduced below:-

“(b) for any misconduct not connected with the dispute, or discharge or punish, whether by dismissal or otherwise, that workman:

Provided that no such workman shall be discharged or dismissed, unless he has been paid wages for one month and an application has been made by the employer to the authority before which the proceeding is pending for approval of the action taken by the employer.”

30. As per aforesaid provision, the workman can be discharged or dismissed after paying one month wages and after getting approval of the competent authority. In this case, no wages for one month was paid nor any permission from competent authority was taken before discharging the workman and consequently, it would be considered that workman was in regular services of the workman. A **Full Constitutional Bench of Hon'ble Supreme Court** in case titled as **Jaipur Zila Sahakari Bhoomi Vikas Bank Ltd. versus Ram Gopal Sharma and others (2002 SCC (L & S) 279)** has held that failure to make application for approval of the order of discharge or dismissal or withdrawal of such application after making it, held, renders the order of discharge or dismissal void and inoperative.

31. The present application under Section 33A is well maintainable and purpose has also been defined by the Hon'ble Supreme Court in **Jaipur Zila Sahakari Bhoomi Vikas Bank Ltd. (supra)** case, which read as follows:-

Section 33A is available to an employee and is intended to save his time and trouble in as much as he can straightway make a complaint before the very authority, where the industrial dispute is already pending between the parties, challenging the order of approval instead of making efforts to raise an industrial dispute, get a reference and thereafter adjudication. Section 31 speaks of penalty in respect of the offences stated therein. This provision is not intended to give any remedy to an aggrieved employee. It is only to punish the offender. Merely because penal provision is available or a workman has a further remedy under Section 33A to challenge the approval granted, it canoe be said that the order of discharge or dismissal does not become inoperative or invalid unless set aside under Section 33A.

32. In view of the above discussion, the termination of workman on 28.11.2014 is bad in law and hence is set aside. In this case, both the respondents in connivance with each other has dispensed the services of the workman. Hence, both respondents are liable. The workman is entitled for reinstatement along with full back wages. It is ordered accordingly. The services of the workman would not be discharged/terminated during the pendency of the ID No.255 of 2013, wherein, they have claimed various demands vide charter of demands dated 09.05.2011. However, in case workman has attained the age of retirement, then he would be entitled for full back wages along with other consequential benefits instead of reinstatement in service.

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

KAMAL KANT, Presiding Officer

नई दिल्ली, 10 जून, 2026

का.आ. 1227.— औद्योगिक विवाद अधिनियम (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार निदेशक इंस्टीट्यूट ऑफ हिमालयन बायोरिसोर्स टेक्नोलॉजी, (सीएसआईआर कॉम्प्लेक्स) पालमपुर, हिमाचल प्रदेश, ओम प्रकाश (सरकारी ठेकेदार) हिमाचल प्रदेश के प्रबंधन के संबद्ध नियोजकों और श्री संसार चंद कर्मचारी के बीच अनुबंध में निर्दिष्ट केन्द्रीय सरकार औद्योगिक अधिकरण- सह- श्रम न्यायालय, चंडीगढ़ पंचाट(संदर्भ संख्या-138/2015) को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है।

[सं. एल-42025 / 07 / 2026 / 25-आईआर (डीयू)]

सलोनी, उप निदेशक

New Delhi, the 10th June, 2026

S.O. 1227.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No.**138/2015**) of the **Central Government Industrial Tribunal cum Labour Court, Chandigarh** as shown in the Annexure, in the Industrial dispute between the employers in relation to the **Director Institute of Himalayan Bioresource Technology, (CSIR Complex) Palampur, Himachal Pradesh, Om Parkash (Govt. Contractor) Himachal Pradesh and Shri. Sansar Chand** workman.

[No. L-42025/07/2026/25–IR(DU)]

SALONI, Dy. Director

ANNEXURE

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

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

ID No.138/2015

Sansar Chand S/o Sh. Bihari Lal through R K Singh Parmar, General Secretary Punjab INTUC L-211 Brari PO Partap Nagar, Nangal, Tehsil Nangal, District Rupnagar (Punjab)

----- Workman

Versus

1. Director Institute of Himalayan Bioresource Technology, (CSIR Complex) Palampur, District Kangra, Himachal Pradesh.
2. Om Parkash (Govt. Contractor) S/o Sh. Dumnoo Ram, R/o VPO Kandral, Tehsil Baijnath, District Kangra, Himachal Pradesh.

----Respondents

Present:- Sh. R P Rana, AR for workmen.

Sh. G S Sidhu, AR for respondent no.1.

Sh. K B Sharma, AR for respondent no.2.

AWARD :20.01.2026

1. Workman has filed the present petition/complaint under Section 33A of the Industrial Disputes Act, 1947 (hereinafter called the Act) against his termination by respondent no.1 & 2 on 28.11.2024.

2. The brief facts, related to the case are that the workman was terminated orally by respondents on 28.11.2014 during the pendency of the main reference bearing no.255 of 2013 contravening Section 33 of the Act. It is prayed that termination be set aside and appropriate order be passed.

3. Notice of complaint was given to the respondents.

4. Respondent no.1 filed reply thereof maintaining therein that the workman was never employed by respondent no.1 and no master and servant relation exists between respondent no.1 and the workman. Workman was deployed by respondent no.2 as a part of the man-force for executing the work in terms of the agreement dated 18.07.2013 which expired in July, 2014 and thereafter no further contract was awarded to respondent no.2 nor any man-force has been deployed. The respondent No.2 had been paid the bills submitted by him, in terms of the agreement with him. Termination of service of the workman is on the part of respondent No. 2 i.e. contractor. In any case, since the workman was never employed in the service of respondent no.1, the question of violation of any service condition during the pendency of the reference No.255 2013 does not arise against respondent no.1. It is prayed that the application may be rejected against respondent no.1.

5. Respondent no.2 also filed reply, maintaining therein that respondent no.2 himself earlier was a worker with respondent no.1 since 1988 and it is only in the year 1995 respondent no.2 was registered as

Government Contractor. The workman was already working with respondent no.1, when the contract was allotted to respondent no.2. Neither the workman was engaged by respondent no.2 nor the services of the workman were ever terminated by respondent no.2. It is the respondent no.1 who used to select the employees like workman and respondent no.2 has no role in the same. Thus, it shows that the contract was just an eyewash and respondent no. 1 is selecting and terminating the workman and other workmen. Respondent no.2 was allotted contract by the respondent no.1 in different years and sometime the contract was allotted to other contractor, whereas the employees/workers remains same despite the change of contractor. Meaning thereby respondent no.1 is the controlling authority of the workman including their engagement, termination etc. and the even the wages of workman were also decided by respondent no. 1 only and the contractor has no role to play in the same. From 2017, onwards contract was not allotted to the answering respondent. The services of the workman were not terminated by the answering respondent and the same were terminated by the respondent no. 1. It is prayed that the present petition against respondent no.2 may be dismissed.

Evidence of parties:-

6. In order to prove his case, workman examined himself as WW1 and tendered into evidence his affidavit Ex.WW1/A and AR for workman closed the evidence on 14.02.2020.

7. List of documents, original exhibited with ID No.85/2015 Bir Singh Vs IHBT, photocopy placed in file:-

Sr. No.	Document	Dated	Exhibit
1.	Bill	24.05.2013	Ex.W-1
2.	Bill	22.03.2021	Ex.W-2
3.	Bill	22.03.2021	Ex.W-3
4.	Bill	22.07.2010	Ex.W-4
5.	Bill	23.03.2007	Ex.W-5
6.	Bill	28.03.2007	Ex.W-6
7.	Bill	07.09.2010	Ex.W-7

8. Respondent no.1 has examined Sh. Virender Lamba, Administrative Officer, CSIR-IHBT, Palampur as RW1, who tendered into evidence his affidavit RW1/A along with documents RW1/1 and RW1/2 and has been cross examined by AR for workman. AR for respondent no.1 closed the evidence on 12.02.2025.

List of documents:-

Sr. No.	Agreement	Dated	Period
1.	Agreement with M/s Om Prakash Kapoor (Part of Ex.RW-1/1 Colly)	05.05.1999	01.05.1999 to 30.04.2000
2.	Agreement with M/s Om Prakash Kapoor (Part of Ex.RW-1/1 Colly)	05.05.1999	01.04.1999 to 31.03.2000
3.	Letter (Part of Ex.RW-1/1 Colly)	16.07.2001	16.07.2001 to 15.07.2002
4.	Agreement with M/s Om Prakash Kapoor (Part of Ex.RW-1/1 Colly)	17.07.2002	16.07.2002 to 15.01.2003
5.	Agreement with M/s Om Prakash Kapoor (Part of Ex.RW-1/1 Colly)	16.10.2008	06.10.2008 to 05.10.2009
6.	Agreement with M/s Om Prakash Kapoor (Part of Ex.RW-1/1 Colly)	16.10.2008	06.10.2008 to 05.10.2009

7.	Agreement with M/s Om Prakash Kapoor (Part of Ex.RW-1/1 Colly)	16.10.2008	06.10.2008 to 05.10.2009
8.	Agreement with M/s Om Prakash Kapoor (Ex.RW-1/1 Colly)	07.01.2010	Two years
9.	Agreement with M/s Om Prakash Kapoor (Part of Ex.RW-1/1 Colly)	07.12.2010	Two years
10.	Letter (Part of Ex.RW-1/1 Colly)	01.12.2010	01.12.2010 to 30.11.2012
11.	Agreement with M/s Om Prakash Kapoor (Part of Ex.RW-1/1 Colly)	07.12.2010	Two years
12.	Agreement with M/s Om Prakash Kapoor (Part of Ex.RW-1/1 Colly)	07.12.2010	Two years
13.	Letter (Part of Ex.RW-1/1 Colly)	01.12.2010	01.12.2010 to 30.11.2012
14.	Agreement with M/s Om Prakash Kapoor (Part of Ex.RW-1/1 Colly)	09.12.2012	Two years
15.	Letter (Part of Ex.RW-1/1 Colly)	04.12.2012	07.12.2012 to 06.12.2014
16.	Agreement with M/s Om Prakash Kapoor (Part of Ex.RW-1/1 Colly)	09.12.2012	Two years
17.	Letter (Part of Ex.RW-1/1 Colly)	04.12.2012	07.12.2012 to 06.12.2014
18.	Agreement with M/s Om Prakash Kapoor (Part of Ex.RW-1/2)	19.12.2012	19.12.2014

9. Respondent no.2 has examined Sh. Om Parkash S/o Sh. Dumnoo Ram, who tendered into evidence his affidavit MW2/A along with documents MW2/1 to MW2/5 and has been cross examined by AR for workman as well as by AR for respondent no.1. AR for respondent no.2 closed the evidence on 08.10.2025.

List of documents:-

Sr. No.	Document	Date	Exhibit
1.	Experience Certificate	01.01.1994	MW2/1
2.	EPF slips of Suresh Kumar and Tilak Raj		MW2/2
3.	Pay Slip		MW2/3
4.	Attendance Register		MW2/4
5.	Agreement	24.05.1996	MW2/5
6.	Agreement	05.04.2016	MW2/6
7.	Letter	07.10.2014	Mark 2/A
8.	Undertaking		Mark 2/B

Submissions of workman:-

10. While arguing the case, AR for workman contended that in this case, reference was pending before this Tribunal bearing **ID No.255 of 2013 titled as The General Secretary, Institute of Himalayan Bio-Source Technology (CSIR) Shramik Sangh, Palampur, Distt. Kangra versus The Director, Himalayan Bio-source Technology (CSIR)** regarding regularization of service and accepting all other demands raised by union of workers, of which present workman is also a party. During the pendency of that reference, workman was removed from service orally on 28.11.2014 by respondent no.2 without seeking permission from this Court under Section 33(2)(b) of the Act, which is illegal. Workman would be deemed to be in the service of respondent no.1. He further contended that in this case, respondent no.2 was allotted contract by respondent no.1 for the period 19.12.2012 to 18.12.2014. However, the said period was reduced to

30.11.2014 as per Mark 2/A and the workman was paid salary upto 28.11.2014 and on that date, his services were dispensed with. He thus contended that the workman is liable to be reinstated into service.

Submissions of respondent no.1:-

11. While arguing the case, AR for respondent no.1 contended that IHBT i.e. respondent no.1 being subsidiary of CSIR is not covered under the definition of Industry as defined under the Act. To support this view, he place reliance upon **Central Institute of Medicinal and Aromatic Plants and others versus Sri Rishi Dev Mishra and other (Writ –C No.1005010 of 2006)**.

12. He further contended that there is no master and servant relation between respondent no.1 and the workman. To support this view, he placed reliance upon **The Joint Secretary, Central Board of Secondary education and another versus Raj Kumar Mishra and another (SLP (C) No.22030 of 2023)**. He further placed reliance upon **Kirlosker Brothers Ltd. Vs. Ramcharan and others (2022 INSC 1255)**. He further contended that CSIR Service Rules are not applicable to the workman. No appointment letter was given to the workman. He thus contended that the complaint be dismissed.

Submissions of respondent no.2:-

13. While arguing the case, AR for respondent no.2 contended that respondent no.2 has engaged workman and other workmen, who have already filed reference bearing ID No.255/2013 and during the pendency of the case, workman was removed from the service on the asking of respondent no.1 principle employer as per Mark 2/A. Further no permission from the competent authority was taken before terminating the services of the workman as it was not necessitated.

Findings:-

14. I have given due consideration to the arguments advanced by Sh. R P Rana (AR for workman), Sh. G S Sidhu (AR for respondent no.1) and Sh. K B Sharma (AR for respondent no.2).

15. First question which arise for consideration is whether the applicant is workman as defined under Section 2(s) of the Act. To my mind, the claimant is a workman within the definition of Section 2(s) of the Act. In this regard, reliance can be made to the decision in the case of **Devinder Singh Vs. Municipal Council, Sanaur, AIR 2011 Supreme Court 2532**, wherein the Hon'ble Apex Court while interpreting the provisions of Section 2(s) of the Act which deals with the definition of "workman" has observed as under :

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

It is clear from the perusal of aforesaid observations that even if a person is engaged on temporary, part time or contract basis or for doing any other kind of work and is duly paid wages for the said work, in that eventuality such a person would be covered by the definition of "workman" as provided in Section 2(s) of the Act. Thus, nature of appointment or source of appointment is not relevant to be a "workman" within the Act. Since, the workman was engaged on contract basis by respondent no.2 for the work of respondent no.1, thus it would be termed as workman under Section 2(s) of the Act.

16. Next question which arises for consideration is whether respondent no.1 is an industry. The Hon'ble Apex Court in the case of **Banglore Water Supply & Sewerage Board Vs. A. Rajappa 1978(36) FLR 266** dealt at length with the ambit and scope of expression "industry" as defined in Section 2(j) of the Act, and has laid down triple test for determining whether a particular establishment is industry or not. The triple test is where (a) systematic activity (b) organised by cooperation between employer and employee (the direct and substantial element is commercial) (c) for the production or distribution of goods and services to calculated to satisfy human wants and wishes prima facie is an "Industry" in that enterprise. Relevant part of judgment of **Banglore Water Supply & Sewerage Board (supra)** is reproduced as under:-

“Does research involve collaboration between employer and employee? It does. The employer is the institution, the employees are the scientists, para-scientists and other personnel. Is scientific research service? Undoubtedly it is. Its discoveries are valuable contributions to the wealth of the nation. Such discoveries may be sold for a heavy price in the industrial or other markets. Technology has to be placed for and technological inventions and innovations may be patented and sold. In our scientific and technological age nothing has more cash value, as intangible goods and invaluable services, than discoveries. For instance, the discoveries of Thomas Alva Edison made him fabulously rich. It has been said that his brain had the highest cash value in history for he made the world vibrate with the miraculous discovery of recorded sound. Unlike most inventors, he did not have to wait to get his reward in heaven; he received, it munificently on this gratified and grateful earth, thanks to conversion of his inventions into, money a plenty. Research benefits industry. Even though a research institute may be a separate entity disconnected from the many industries which funded the institute itself, it can be regarded as an Organisation, propelled by systematic activity, modeled on co-operation between employer and employee and calculated to throw up discoveries and inventions and useful solutions which benefit individual industries and the nation in terms of goods and services and wealth. It follows that research institutes, albeit run without profit-motive, are industries.”

17. In the present case, respondent no.1 is doing research work and as per RW1 Sh. Virender Lamba, black tea, rose water, stevia plant, harar, amla and other medicinal plants are sold in the institute. He has also admitted that vide Ex.W1 to W7, various products of the institute have been sold to the customers. Thus, respondent no.1 is engaged in systematic activity organized by cooperation between employer and employee (employees being workmen in the present case) for the production or distribution of goods and services to calculated to satisfy human wants. In this regard, it is carrying out research. In addition to this, from the research work, benefits are being driven by respondent no.1 and as per observation of Hon'ble Supreme Court in **Bangalore Water Supply & Sewerage Board (supra)**, respondent no.1 falls under the definition of 'industry' as defined under the Act.

18. So far as argument of AR for respondent no.1 that respondent no.1 being instrument of state does not fall under the definition of 'industry'. In this regard, Hon'ble Supreme Court in case titled as **Chief Conservator of Forest Versus Jagannath Maruti Kondhare (1996 (2) SCT 164)**, has held that work, which was not be regarded as a part of inalienable or inescapable function of the State and which work can be well undertaken by a private agency does not require an instrumentality of State, such functions of the State fall within the ambit of Industry. Thus, function of doing research and other allied works of selling of goods and earning from research cannot be said to be sovereign function of the State and thus for this purpose of industrial dispute, respondents would be termed as industry.

19. Thus, from every angle, respondent no.1 is an industry. Moreover, its employees are not governed by IHBT Rules or CCS Rules, thus it is an industry. In view of the judgment of Hon'ble Supreme Court titled as **Bangalore Water Supply & Sewerage Board (supra)**, decided by Hon'ble Supreme Court, the case law **Central Institute of Medicinal and Aromatic Plants and others (supra)** decided by Hon'ble High Court at Allahabad cited by AR for respondent no.1 is not attracted to the facts and circumstances of the present case.

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

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

21. The workman was doing work i.e. systematic activity for respondent no.1 at the asking of respondent no.2 and there was cooperation between the workman and respondent no.2, which involve substantial commercial element for rendering service to satisfy human wants. Thus, as per **Bangalore Water Supply (supra)**, respondent no.2 would be termed as industry.

22. Next question, which arises for consideration is whether there exists relationship of employer and employee between respondent no.1 and present workman. In this regard, it is pointed out that admittedly in this case, union of workmen has filed **ID No.255 of 2013 titled as The General Secretary, Institute of Himalayan Bio-Source Technology (CSIR) (supra)**, wherein name of the worker appeared at Sr. No.89 of the list of enclosed by union as Annexure P-4. It is further pointed out that in order to prove relationship of employer and employee i.e. master and servant, the Hon'ble Supreme Court after analyzing the catena of cases has laid down in **Balwant Raj Saluja Vs. Air India Limited in Civil Appeal No.10266 dated 25.08.2014**, two well recognized tests to find out whether the labours are the contract employees of the principal employer are:-

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

In this case, admittedly, as per statement of Sh. Om Parkash (MW2), wages were paid by respondent no.2, however, control was of the respondent no.1. This fact got proved in statement of MW2. Thus, under these circumstances, it is held that there exist relationship of master and servant between respondent no.1 and workman.

23. Further, in the present case, admittedly respondent no.1 is entering into different contract agreements with respondent no.2 (Ex.RW1/1 Colly and Ex.RW2/2 as detailed above) by retaining same workmen and thus contracts are sham in view of the observation of Hon'ble Delhi High Court in similar matter in **Management of CPWD versus Anand Kumar Gautam and ors. (2024:DHC:2757)** which is as under:

“Contract labourers can be engaged for the work of contractor only and not for the work of any establishment. In the present case the work is of the establishment and not of the contractor. The term supply of labour by a contractor is against human dignity. No one can be a supplier of human labour to any establishment. It is the duty of State to give employment to citizen and not of the contractors. Contractors cannot supply labour to any establishment. In view of the above discussion it becomes quite obvious that the contractors workmen in the instant case have been retained all along and contractors have been changed. So the contractor is only a label of a bottle. This label is changed from time to time but the contents of the bottle always remain the same. The contractors have been changed and the workmen have been retained. Such a system is in-human. The contractors are the direct employees of the respondent/management.

*From the foregoing it becomes quite obvious that these two workmen have been working regularly and even without artificial breaks since 1995-96. **The contract is camouflage. There is direct relation of master and servant between the respondent and the workmen.**”*

24. Hon'ble Supreme Court in case titled as **Bhilwara Dugdh Utpadak Sahakari S. Ltd. Versus Vinod Kumar Sharma dead by LRs and others (AIR 2011 Supreme Court 3546)** has held as under:-

4. In order to avoid their liability under various labour statutes employers are very often resorting to subterfuge by trying to show that their employees are in fact, the employees of a contractor. It is high time that this subterfuge must come to an end.

5. Labour statutes were meant to protect the employees/workmen because it was realized that the employers and the employees are not on an equal bargaining position. Hence, protection of employees was required so that they may not be exploited. However, this new technique of subterfuge has been adopted by some employers in recent years in order to deny the rights of the workmen under various labour statutes by showing that the concerned workmen are not their employees but are the employees/workmen of a contractor, or that they are merely daily wage or short term or casual employees when in fact they are doing the work of regular employees.

25. Thus, from the above observation of Hon'ble Supreme Court, it is clear that respondent no.1 has resorted to subterfuge by trying to show that workman was employee of respondent no.2.

26. Moreover, respondent no.2 contractor while appearing in the witness box in his deposition has stated that in IHBT, there is practice that the contract for engagement of the employer/labour through

contractors is for one year only and it changes on the basis of bid of the contractors every year. The contractor may change but the employees/labourers always remains same. The workman was already working with the management when the contract was tendered to the respondent no.2. Neither the workman was engaged by respondent no.2 nor the services of workman were terminated by respondent no.2. It is the respondent no.1 who uses to select/engage and terminate the labour/workman and respondent no.2 has no role in the same. Thus, it shows that the contract was just an eyewash. It is further submitted that contract was allotted to respondent no.2 by respondent no.1 on different years as per Ex.RW1/1 (colly) and Ex.RW2/2 and sometime to other contractors, meaning thereby the respondent no.1 is controlling authority of the workmen including their engagement, termination etc. and even the wages of workman were also decided by respondent no.1 only and respondent no.2 has no role to play in the same. So, there exist relationship of employees/servant and employer/master between the workmen and respondent no.1. Thus, the judgment **The Joint Secretary, Central Board of Secondary education and another (supra)** cited by AR for respondent no.1 is not attracted to the present case as in this case, time and again, same workers were being engaged through contractor and in view of clear cut dictum of Hon'ble Delhi High Court in **Management of CPWD (supra)**, the aforementioned case law is not attracted.

27. So far as **Kirlosker Brothers Ltd. Vs. Ramcharan and others (supra)** relied upon by the AR for respondent no.1 is concerned, facts and circumstances of this case are distinguishable. In the said **Kirlosker Brothers Ltd. Vs. Ramcharan and others (supra)**, Court has held that that when there are no allegations or findings of sham and bogus contract then the contention of the reinstatement or the absorption of the workman cannot be sustained but the facts of the matter at hand is different from the facts of the case as in the instant case. In this case, workman was working since long and the work was of perennial nature. Thus, it tantamount to unfair labour practice.

28. It is added here that admittedly in this case, workman was discharged by the respondent no.1 & 2 and as per agreement Ex.RW1/2, contract was awarded to respondent no.2 by respondent no.1 for a period of two years i.e. from 19.12.2012 to 19.12.2014. However, workman was discharged prior to that on 28.11.2014 as per Mark-2/A, wherein it is stated by respondent no.1 as under :-

The contract for the related forms and field work, as per this institute's letter dated 04-12-2012, is scheduled to expire on November 30, 2014. Therefore, you are hereby informed that you must submit the fully completed EPF payment documents for all the workers employed under these contracts to the concerned EPF department, along with a copy to the institute, by October 2014, so that your final bill can be processed on time. Furthermore, please ensure that there are no outstanding financial dues of any kind for any worker; otherwise, these dues may be recovered from your security deposit.

29. No prior permission was taken by respondent no.1 & 2 before the discharging the services of workman. Section 33(2)(b) of the Act is very material and the same is reproduced below:-

“(b) for any misconduct not connected with the dispute, or discharge or punish, whether by dismissal or otherwise, that workman:

Provided that no such workman shall be discharged or dismissed, unless he has been paid wages for one month and an application has been made by the employer to the authority before which the proceeding is pending for approval of the action taken by the employer.”

30. As per aforesaid provision, the workman can be discharged or dismissed after paying one month wages and after getting approval of the competent authority. In this case, no wages for one month was paid nor any permission from competent authority was taken before discharging the workman and consequently, it would be considered that workman was in regular services of the workman. A **Full Constitutional Bench of Hon'ble Supreme Court** in case titled as **Jaipur Zila Sahakari Bhoomi Vikas Bank Ltd. versus Ram Gopal Sharma and others (2002 SCC (L & S) 279)** has held that failure to make application for approval of the order of discharge or dismissal or withdrawal of such application after making it, held, renders the order of discharge or dismissal void and inoperative.

31. The present application under Section 33A is well maintainable and purpose has also been defined by the Hon'ble Supreme Court in **Jaipur Zila Sahakari Bhoomi Vikas Bank Ltd. (supra)** case, which read as follows:-

Section 33A is available to an employee and is intended to save his time and trouble in as much as he can straightway make a complaint before the very authority, where the industrial dispute is already pending between the parties, challenging the order of approval instead of making efforts to raise an industrial dispute, get a reference and thereafter adjudication. Section 31 speaks of penalty in respect of the offences stated therein. This provision is not intended to give any remedy to an aggrieved employee. It is only to punish the offender. Merely because penal provision is available or a workman has a further remedy under Section 33A to challenge the approval granted, it cannot be said that the order of discharge or dismissal does not become inoperative or invalid unless set aside under Section 33A.

32. In view of the above discussion, the termination of workman on 28.11.2014 is bad in law and hence is set aside. In this case, both the respondents in connivance with each other has dispensed the services of the workman. Hence, both respondents are liable. The workman is entitled for reinstatement along with full back wages. It is ordered accordingly. The services of the workman would not be discharged/terminated during the pendency of the ID No.255 of 2013, wherein, they have claimed various demands vide charter of demands dated 09.05.2011. However, in case workman has attained the age of retirement, then he would be entitled for full back wages along with other consequential benefits instead of reinstatement in service.

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

KAMAL KANT, Presiding Officer

नई दिल्ली, 12 जून, 2026

का.आ. 1228.— औद्योगिक विवाद अधिनियम 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार पश्चिम रेलवे के प्रबंधतंत्र, संबद्ध नियोजको और उनके कर्मकारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय मुम्बई-2, के पंचाट (3/2023) प्रकाशित करती है।

[सं. एल-41011/60/2022- आई आर (बी-II)]

सलोनी, उप निदेशक

New Delhi, the 12th June, 2026

S.O. 1228.— In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. 3/2023) of the *Cent. Govt. Indus. Tribunal-cum-Labour Court Mumbai -2* as shown in the Annexure, in the industrial dispute between the management of Western Railway and their workmen.

[No. L-41011/60/2022-IR(B-II)]

SALONI, Dy. Director

ANNEXURE

BEFORE JUSTICE RETIRED SHIV SHANKER PRASAD

PRESIDING OFFICER/LINK OFFICER

THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO.2, MUMBAI

PRESENT

JUSTICE RETIRED SHIV SHANKER PRASAD

Presiding Officer/Link Officer

REFERENCE NO. CGIT-2/03 of 2023

EMPLOYERS IN RELATION TO THE MANAGEMENT OF

First Party No. 1. M/s. Western Railway

The Divisional Railway Manager,
Mumbai Division,
Western Railway,
Mumbai Central,
Mumbai – 400 008,
State: Maharashtra.

AND

THEIR WORKMEN.**Party No. 2 (Paschim Railway Karmchari Parishad)**

The Zonal Karyadhyaksha,
Paschim Railway Karmchari Parishad,
33, Moti Bhawan,
2nd Floor,
Dr. D'silva Road,
Dadar (W),
Mumbai,
State: Maharashtra 400 028.

APPEARANCES:

Management No. 1 : Mr. B. K. Ashok.
Advocate.

Workmen : No appearance.

AWARD

(Delivered on 11-03-2026)

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-41011/60/2022 (IR(B-I)) dated 14.12.2022. The terms of reference given in the schedule are as follows:

“Whether the demand of Paschim Railway Karmachari Parishad, Mumbai vide letter dated 18.02.2021 against the management of Divisional Railway Manager, Mumbai Division, Western Railway for stepping up of pay of Shri Nitin S. Mane, Shri Vimlesh Kashyap and Shri Mushtaque Ahmed with junior employee Mr. Sayyed Hasan from year 2008 and payment of arrears salaries of these 3 employees from 2008 is proper, legal and justified? If yes, what relief, Union/workman is entitled to?”

2. The case is called out today. The Learned Counsel for the respondent Mr. B. K. Ashok is present before the Court, but no one is present on behalf of the petitioner/union on repeated calls despite service of notices. The petitioner/union is not coming to the court since long back. No Statement of Claim and Written Statement have been filed by the parties respectively till today. No other evidence has been filed by the petitioner/union to prove his case. 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 demand of Paschim Railway Karmachari Parishad, Mumbai vide letter dated 18.02.2021 against the management of Divisional Railway Manager, Mumbai Division, Western Railway for stepping up of pay of Shri Nitin S. Mane, Shri Vimlesh Kashyap and Shri Mushtaque Ahmed with junior employee Mr. Sayyed Hasan from year 2008 and payment of arrears salaries of these 3 employees from 2008 is not proper, not legal and not justified. The Union/workman is not entitled to any relief.

JUSTICE SHIV SHANKER PRASAD, Presiding Officer/Link Officer

नई दिल्ली, 12 जून, 2026

का.आ. 1229.— औद्योगिक विवाद अधिनियम 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार बैंक ऑफ़ महाराष्ट्र के प्रबंधन, संबंधित नियोजकों और उनके कर्मचारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय मुम्बई-2, के पंचाट (10/2018) प्रकाशित करती है।

[सं. एल-12011/01/2018-आई आर (बी-II)]

सलोनी, उप निदेशक

New Delhi, the 12th June, 2026

S.O. 1229.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. 10/2018) of the *Cent. Govt. Indus. Tribunal-cum-Labour Court Mumbai -2* as shown in the Annexure, in the industrial dispute between the management of Bank of Maharashtra and their workmen.

[No. L-12011/01/2018-IR(B-II)]

SALONI, Dy. Director

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

Presiding Officer/Link Officer

REFERENCE NO. CGIT-2/10 of 2018**EMPLOYERS IN RELATION TO THE MANAGEMENT OF**

Party No. 1. **M/s. Bank of Maharashtra**
The Deputy General Manager (HR),
Bank of Maharashtra
H.O. Lokmangal,
1501,
Shivaji Nagar,
Pune – 411 005,
State: Maharashtra.

AND**THEIR WORKMEN.****Party No. 2 (Bank of Maharashtra Karamchari Sena)**

The General Secretary,
Bank of Maharashtra Karamchari Sena
25, Unik House,
1st Floor,
Brailvy Marg Fort,
Mumbai – 400 023,
State: Maharashtra.

APPEARANCES:

Management : Mr. Vijay Kumar.
Advocate.

Workmen/Union : Mr. S. Z. Chowdhary.
Advocate.

AWARD

(Delivered on 11-03-2026)

1. This Reference has been made by the Central Government in exercise of powers under clause (d) of sub-section (1) and sub-section (2A) of Section 10 of the Industrial Disputes Act, 1947, vide Government of India, Ministry of Labour & Employment, New Delhi, order No. L-12011/01/2018-IR(B-II) dated 21.02.2018. The terms of reference given in the schedule are as follows:

“Whether the demand of Bank of Maharashtra Karamchari Sena for regularization of twelve drivers at Annexure-E from the date of appointment/joining is fair, reasonable and justified? If yes, what relief these drivers are entitled to?”

<u>Sl. No.</u>	<u>Workmen</u>
1	Mr. Phadtare Rajesh S.
2	Mr. Kamble Amol
3	Mr. Mhatre Rakesh
4	Mr. Mushtaq A. Mirkar
5	Mr. Jadhav Sudhir
6	Mr. Sarwade Jyotiram Y.
7	Mr. Waghmare Prakash
8	Mr. Betkar Prashant
9	Mr. Nikalje Sagar S.
10	Mr. Hivrle Gautam D.
11	Mr. Bhoite Pramod B.
12	Mr. Jagdale Subhash A.

2. The case is called out today. Both parties are absent. From perusal of record, it is apparent that, both parties are not responding and attending the Court since 03.02.2022 long back. No Statement of Claim and Written Statements have been filed by the parties respectively till today. No other evidence has been filed by the petitioner to prove his claim. The petitioner/union is not coming to the court since long back. It appears that, the petitioner/union is not interested to contest the case furthermore. The claim of the petitioner/union is not proved. So, the case is closed.

Hence, it is ordered.

ORDER

The demand of Bank of Maharashtra Karamchhari Sena for regularization of twelve drivers at Annexure-E from the date of appointment/joining is not fair, not reasonable and not justified. These drivers are not entitled to any relief.

Dated-11/03/2026

JUSTICE SHIV SHANKER PRASAD, Presiding Officer/Link Officer

नई दिल्ली, 12 जून, 2026

का.आ. 1230.—औद्योगिक विवाद अधिनियम 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार बैंक ऑफ इंडिया के प्रबंधतंत्र, संबद्ध नियोजको और उनके कर्मकारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय मुम्बई-2, के पंचाट (25/2009) प्रकाशित करती है।

[सं. एल-12012/84/2008-आई आर (बी-II)]

सलोनी, उप निदेशक

New Delhi, the 12th June, 2026

S.O. 1230.— In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. 25/2009) of the *Cent.Govt.Indus.Tribunal-cum-Labour Court Mumbai -2* as shown in the Annexure, in the industrial dispute between the management of Bank of India and their workmen.

[No. L-12012/84/2008-IR(B-II)]

SALONI, Dy. Director

ANNEXURE

BEFORE JUSTICE RETIRED SHIV SHANKER PRASAD

PRESIDING OFFICER/LINK OFFICER

THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO.2, MUMBAI

PRESENT

JUSTICE RETIRED SHIV SHANKER PRASAD

Presiding Officer/Link Officer

REFERENCE NO. CGIT-2/25 of 2009

EMPLOYERS IN RELATION TO THE MANAGEMENT OF

Party No. 1. Bank of India.

The Zonal Manager,
Bank of India,
Raigad Thane Zone,
2nd Floor, Sector 11,
CBD, Belapur,
Navi Mumbai – 400 614,
State: Maharashtra.

AND

THEIR WORKMEN.**Party No. 2 (Mr. Vasant M. Patil)**

Sanghvi Regency,
C/702, Sahyadri Nagar,
Near New RTO Office, Kalyan (W),
District – Thane,
State: Maharashtra.

APPEARANCES:

Management	:	Mr. L. L. D'Souza. Advocate
Workmen	:	Mr. L. A. Sawant Advocate

AWARD

(Delivered on 11-03-2026)

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-12012/84/2008-(IR(B-II)) dated 06.02.2009. The terms of reference given in the schedule are as follows:

*“Whether the action of the management of Bank of India, Raigad- Thane Zone, Navi Mumbai by terminating the services of Shri V. M. Patil w.e.f. 28.01.2008 is justified?
What relief the workman, Shri V. M. Patil is entitled to?”*

2. The case is called out today. The Learned Counsel for the respondent/first party no.1 Ms. Vasanti Kunder holding brief of Mr. L. L. D'Souza is present before the Court, but no one is present on behalf of the workman/party no.2. From perusal of record, it is apparent that, the workman/petitioner is not responding and attending the Court since long back i.e. 02.02.2017. Although, Statement of Claim and Written Statements have been filed by the parties respectively, but no other evidence has been filed by the petitioner to prove his case. The petitioner is not coming to the court since long back. It appears that, the workman/petitioner is not interested to contest the case furthermore. The claim of the workman/petitioner is not proved. So, the case is closed.

Hence, it is ordered.

ORDER

The action of the management of Bank of India, Raigad- Thane Zone, Navi Mumbai by terminating the services of Shri V. M. Patil w.e.f. 28.01.2008 is justified. The workman, Shri V. M. Patil is not entitled to any relief.

Dated-11/03/2026

JUSTICE SHIV SHANKER PRASAD, Presiding Officer/Link Officer

नई दिल्ली, 12 जून, 2026

का.आ. 1231.— औद्योगिक विवाद अधिनियम 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार बैंक ऑफ बड़ोदा के प्रबंधतंत्र, संबद्ध नियोजको और उनके कर्मकारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय मुम्बई-2, के पंचाट (21/2012) प्रकाशित करती है।

[फा. सं. एल-12012/70/2011-आई आर (बी-II)]

सलोनी, उप निदेशक

New Delhi, the 12th June, 2026

S.O. 1231.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref.2/2012) of the *Cent.Govt.Indus.Tribunal-cum-Labour Court Mumbai -2* as shown in the Annexure, in the industrial dispute between the management of Bank of Baroda and their workmen.

[F. No. L-12012/70/2011-IR(B-II)]

SALONI, Dy. Director

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

Presiding Officer/Link Officer

REFERENCE NO. CGIT-2/21 of 2012**EMPLOYERS IN RELATION TO THE MANAGEMENT OF****Party No. 1. Bank of Baroda.**

The Regional Manager,
Bank of Baroda,
Regional Office,
Aurangabad (MS),
State: Maharashtra.

AND

THEIR WORKMEN.**Party No.2 (Mr. Vilas W. Sapkal)**

C/o. Adv. Anil E. Survase,
House No.1013, Madha Colony,
Opp. Dhoot Hospital, Jalna Road,
Aurangabad (MS),
State: Maharashtra.

APPEARANCES:

Management No.1	:	No appearance.
Workmen	:	Mr. R. K. Khandelwal
		Advocate

AWARD

(Delivered on 11-03-2026)

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-12012/70/2011-IR(B-II) dated 19.04.2012. The terms of reference given in the schedule are as follows:

“Whether the action of the management of Bank of Baroda, Aurangabad in terminating the services of Sh. Vilas Sapkal without following the provision of Section 25 H of I.D. Act, 1947, is legal and justified? What relief is the workman concerned entitled to and from which date?”

2. The case is called out today. Advocate Ms. Vasanti Kunder holding brief for Mr. L. L. D’ Souza 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 workman/petitioner is not responding and attending the Court since 02.04.2020 long back. Although, Statement of Claim and Written Statements have been filed by the parties respectively. The petitioner has also filed his affidavit as evidence. The petitioner is not coming to the court to prove the contents of his affidavit as well as the contents of the Statement of Claim. No other evidence has been filed by the petitioner to prove his case. The workman/petitioner is not coming to the court since long back. It appears that, the workman/petitioner is not interested to contest the case furthermore. The claim of the workman/petitioner is not proved. So, the case is closed.

Hence, it is ordered.

ORDER

The action of the management of Bank of Baroda, Aurangabad in terminating the services of Sh. Vilas Sapkal without following the provision of Section 25 H of I.D. Act, 1947, is legal and justified. The concerned workman is not entitled to any relief.

Date-11/03/2026

JUSTICE SHIV SHANKER PRASAD, Presiding Officer/Link Officer

नई दिल्ली, 12 जून, 2026

का.आ. 1232.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार एयर इंडिया लिमिटेड के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण-सह-श्रम न्यायालय, मुंबई-2, के पंचाट (संदर्भ सीजीआईटी संख्या 2/11/2004) को प्रकाशित करती है,

[सं. एल-11012/5/2024- आई आर (सीएम-1)]

जयदीप यादव, उप निदेशक

New Delhi, the 12th June, 2026

S.O. 1232.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. CGIT.No. 2/11/2004) of the Central Government Industrial Tribunal-cum-Labour Court, Mumbai- 2, as shown in the Annexure, in the industrial dispute between the Management of M/s. **Air India Limited.** and their workmen.

[No. L-11012/5/2024-IR(CM-I)]

JAIDEEP YADAV, 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-2/11 of 2004

EMPLOYERS IN RELATION TO THE MANAGEMENT OF

First Party No. 1. M/s. Air India Limited.

M/s. Air India Limited,
HRD Department,
Old Airport,
Kalina,
Santacruz (E),
Mumbai : 400 099,
State: Maharashtra.

2. M/s. Famous Building Contractors.

M/s. Famous Building Contractors,
Mahavir Building No.2,
Nehru Road,
Vakola,
Santacruz (E),
Mumbai : 400 055,
State: Maharashtra.

3. M/s. Emur Brothers.

M/s. Emur Brothers,
3, Arabian Apartments,
Pitambar Lane,
Mahim,
Mumbai : 400 016,
State: Maharashtra.

4. M/s. Hit Tech Engineering Services.

M/s. Hit Tech Engineering Services,
306, Om-Shiv Ganga CHS Ltd.,
Station Road,
Sector - 25
Ulhasnagar : 421 004,
State: Maharashtra.

AND

THEIR WORKMEN.**Party No. 2 (Kamgar Utkarsh Sabha)**

Kamgar Utkarsh Sabha
The Joint Secretary,
Smt. Rama Gulab Joshi Niwas,
Parleshwar Road,
Vile Parle (E),
Mumbai : 400 057,
State: Maharashtra.

APPEARANCES:

Management No.1	:	Mr. L.L. D'Souza Advocate.
Management No.2	:	No appearance
Management No.3	:	No appearance
Management No.4	:	No appearance
Union	:	Mr. P. M. Mokashi Advocate.

AWARD

(Delivered on 12-03-2026)

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- 11012/5/2004-IR(C-I) dated 20.02.2004. The terms of reference given in the schedule are as follows:

1. *"Whether the contract between Air India Limited and the contractors i.e., M/s. Famous Building Contractors, Mumbai, M/s. Emur Brothers, Mumbai and M/s. Hit Tech Engineering Services, Ulhasnagar is sham and bogus and is camouflage to deprive the 18 contract workmen of benefits available to permanent workmen of Air India Ltd. ?"*
2. *"Whether the workers i.e., Shri Radheshyam Chaturvedi and other 17 workers (list enclosed) should be declared as permanent workers of Air India Limited?"*
3. *"What are the wages and consequential benefits to be paid to these 18 contract workmen and what other directions are necessary in the matter and from what date?"*

Sl. No.**Workmen**

1	Mr. Radheshyam Chaturvedi
2	Mr. Rajesh S. Mane
3	Mr. T. J. Pawar
4	Mr. Lallan Rai
5	Mr. Purushottam Shetye
6	Mr. Vishram S. Rane
7	Mr. Ajay K. Shah
8	Mr. Suresh V. Mane

- 9 Mr. Deepak B. Jaiswal
- 10 Mr. Prakash N. Bhoir
- 11 Mr. Ram W. Bansode
- 12 Mr. Shankar R. Shivdikar
- 13 Mr. Santosh D. Jadhav
- 14 Mr. Surendra V. Pandit
- 15 Mr. Dilip K. Kharat
- 16 Mr. Shrirang L. Kharat
- 17 Mr. Govind Kale
18. Mr. Dilip S. Lad

2. After receipt of order of Reference, notices were served on the parties. Second Party Union filed their Statement of Claim and First Party No.1 filed their Written Statement. Case proceeded ex-parte against First Party No. 2 & 3 vide order dated 25.04.2006. Second party Union led their evidence and matter was fixed for evidence of First party Management.

3. Meanwhile today Ms. Deepika Agarwal, Learned Advocate for the First Party Management No.1 alongwith Mr. Hemant Kumar, Representative of First Party No.1 and Mr. Chintan Joshi, Authorised Representative of Second Party Union appeared before this Tribunal. Both parties jointly filed settlement purshis dated 12.03.2026 stating that, they have amicably settled their dispute in the Reference in terms of settlement dated 12.03.2026 signed before the Assistant Labour Commissioner (Central). In the circumstances, no dispute remains, therefore Reference deserves to be disposed of as settled.

Hence, it is ordered.

ORDER

The Reference is answered in favour of the workmen in the terms of the settlement between the parties.

Date-12/03/2026

JUSTICE SHIV SHANKER PRASAD, Presiding Officer/Link Officer

नई दिल्ली, 12 जून, 2026

का.आ. 1233.— औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार एयर इंडिया लिमिटेड के प्रबंधन के संबद्ध नियोजको और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में **केन्द्रीय सरकार औद्योगिक अधिकरण - सह - श्रम न्यायालय, मुंबई-2**, के पंचाट (संदर्भ सीजीआईटी संख्या 2/27/2013) को प्रकाशित करती है,

[सं. एल-11012/7/2013- आई आर (सीएम-1)]

जयदीप यादव, उप निदेशक

New Delhi, the 12th June, 2026

S.O. 1233.— In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. CGIT.No. 2/27/2013) of the Central Government Industrial Tribunal-cum-Labour Court, Mumbai- 2, as shown in the Annexure, in the industrial dispute between the Management of M/s. **Air India Limited**. and their workmen.

[No. L-11012/7/2013–IR(CM-I)]

JAIDEEP YADAV, 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-2/27 of 2013
EMPLOYERS IN RELATION TO THE MANAGEMENT OF

Party No. 1. Air India Limited.

The General Manager (O) Customer Service,
 Air India Limited,
 In-flight Service Department,
 Medicon Complex
 Sahar, Andheri (E),
 Mumbai – 400 099,
 State: Maharashtra.

AND

THEIR WORKMEN.

Party No.2 (All India Cabin Crew Association)

The General Secretary,
 All India Cabin Crew Association,
 L-40, Kalpita Enclave,
 Sahar Road, Andheri (E),
 Mumbai – 400 069,
 State: Maharashtra.

APPEARANCES:

Management	:	Mr. L. L. D'Souza. Advocate
Workmen	:	Dr. Vipin B. Kumar. Advocate

AWARD

(Delivered on 11-03-2026)

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- 11012/7/2013-IR(CM-I) dated 07.05.2013. The terms of reference given in the schedule are as follows:

“Whether the action of the management of Air India Ltd. asking the regular cabin crew members (workman) to fly with airline attendants (contract) of M/s. Air India Charters Ltd. for flight duties is legal, just and proper?, and the demand of AICCA for guaranteed flying allowance to the regular cabin crew is just & proper? If so, to what relief the regular cabin crew members are entitled?”

2. The case is called out today. Ms. Vasanti Kunder holding brief for the learned counsel for the respondent Mr. L. L. D'Souza is present before the Court, but none is present on behalf of the petitioner/union on repeated calls. From perusal of record, it is apparent that, the petitioner/union is not responding and attending the Court since 25.04.2019 long back. Although Statement of Claim and Written Statement have been filed by the parties respectively. 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 action of the management of Air India Ltd. asking the regular cabin crew members (workman) to fly with airline attendants (contract) of M/s. Air India Charters Ltd. for flight duties is legal, just and proper, and the demand of AICCA for guaranteed flying allowance to the regular cabin crew is not just & not proper. The regular cabin crew members are not entitled to any relief.

JUSTICE SHIV SHANKER PRASAD, Presiding Officer/Link Officer

नई दिल्ली, 12 जून, 2026

का.आ. 1234.—औद्योगिक विवाद अधिनियम 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार पंजाब नैशनल बैंक के प्रबंधतंत्र, संबद्ध नियोजको और उनके कर्मकारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय मुम्बई-2, के पंचाट (55/2012) प्रकाशित करती है।

[सं. एल-12011/47/2012-आई आर (बी-II)]

सलोनी, उप निदेशक

New Delhi, the 12th June, 2026

S.O. 1234.— In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. 55/2012) of the *Cent.Govt.Indus.Tribunal-cum-Labour Court Mumbai -2* as shown in the Annexure, in the industrial dispute between the management of Punjab National Bank and their workmen.

[No. L-12011/47/2012-IR(B-II)]

SALONI, Dy. Director

ANNEXURE

BEFORE JUSTICE RETIRED SHIV SHANKER PRASAD

PRESIDING OFFICER/LINK OFFICER

THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO.2, MUMBAI

PRESENT

JUSTICE RETIRED SHIV SHANKER PRASAD

Presiding Officer/Link Officer

REFERENCE NO. CGIT-2/55 of 2012

EMPLOYERS IN RELATION TO THE MANAGEMENT OF

Party No. 1. Punjab National Bank

The Circle Head,
Punjab National Bank
Circle Office,
71/73, Maker Tower 'F' Wing,
Cuffe Parade,
Mumbai – 400 005,
State: Maharashtra.

AND**THEIR WORKMEN.****Party No.2 (Punjab National Bank Karamchari Sena)**

The General Secretary,
Punjab National Bank Karamchari Sena
PNB House,
Fort,
Mumbai,
Mumbai – 400 001,
State: Maharashtra.

APPEARANCES:

Management : No appearance.
Workmen/Union : No appearance.

AWARD

(Delivered on 11-03-2026)

1. This Reference has been made by the Central Government in exercise of powers under clause (d) of sub-section (1) and sub-section (2A) of Section 10 of the Industrial Disputes Act, 1947, vide Government of India, Ministry of Labour & Employment, New Delhi, order No. L-12011/47/2012-(IR(B-II)) dated 03.12.2012. The terms of reference given in the schedule are as follows:

“Whether the action of the Management of Punjab National Bank Mumbai in not giving Full Time Wages to Smt. Shalini Ghodke, Part Time Sweeper working on 1/3rd wages and Smt. Maya Shinde, Part Time Sweeper working on ½ wages is legal and justified? Whether the action of the Management of Punjab National Bank Mumbai for agreeing to upgrade the wages of Sr. PTS and later withdrawing their own proposal is legal and justified? What relief the concerned workmen are entitled to?”

2. The case is called out today. Both parties are absent. From perusal of record, it is apparent that, both parties are not responding and attending the Court since 30.10.2019. Although Statement of Claim and Written Statement have been filed by the parties respectively. 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 action of the Management of Punjab National Bank Mumbai in not giving Full Time Wages to Smt. Shalini Ghodke, Part Time Sweeper working on 1/3rd wages and Smt. Maya Shinde, Part Time Sweeper working on ½ wages is legal and justified. The action of the Management of Punjab National Bank Mumbai for agreeing to upgrade the wages of Sr. PTS and later withdrawing their own proposal is legal and justified. The concerned workmen are not entitled to any relief.

Date-11/03/2026

JUSTICE SHIV SHANKER PRASAD, Presiding Officer/Link Officer

नई दिल्ली, 12 जून, 2026

का.आ. 1235.—औद्योगिक विवाद अधिनियम 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार मेसर्स गेटवे टर्मिनल इंडिया प्राइवेट लिमिटेड, मेसर्स साई शक्ति पोर्ट सर्विस के प्रबंधन, संबद्ध नियोजको और उनके कर्मकारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय मुंबई-2, के पंचाट (39/2023) प्रकाशित करती है।

[सं. एल-39025/01/2026- आई आर (बी-II)-58]

सलोनी, उप निदेशक

New Delhi, the 12th June, 2026

S.O. 1235.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. 39/2023) of the *Cent. Govt. Indus. Tribunal-cum-Labour Court Mumbai -2* as shown in the Annexure, in the industrial dispute between the management of M/s. Gateway Terminal India Private Limited , M/s. Sai Shakti Port Service and their workmen.

[No. L-39025/01/2026—IR(B-II)-58]

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-2/39 of 2023**EMPLOYERS IN RELATION TO THE MANAGEMENT OF**

First Party No. 1. **M/s. Gateway Terminal India Private Limited,**
GTI House,
JNPT,
Gateway Terminal India Private Limited,
Sheva – 400707,
State: Maharashtra.

First Party No. 2. **M/s. Sai Shakti Port Services.**

Saishakti Port Services,
Plot No.5,
Sector 1,
Cabin-210,
Navghar,
Tal. Uran – 410 205,
State: Maharashtra.

AND

THEIR WORKMEN.

Party No. 2 (New Maritime & General Kamgar Sanghatana)

13/14, Royal Residency,
(New Maritime & General
Kamgar Sanghatana)
Plot No.281,
Vishrali Naka Above Kanak Automobiles,
Panvel,
Dist. - Raigad,
State: Maharashtra 410206.

APPEARANCES:

Management No. 1	:	No appearance.
Management No. 2	:	No appearance.
Workmen	:	No appearance.

AWARD

(Delivered on 10-03-2026)

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. B.ALC(C)-II/8(08)/2023 B3 dated 08.10.2023 & corrigendum dated 22.12.2023. The terms of reference given in the schedule are as follows:

“Whether the action of the employer of M/s. Sai Shakti Port Services contractor of M/s. Gateway Terminals India Pvt. Ltd,

(i) In not entertaining the charter of Demands (57 points) dated 03.05.2022 of New Maritime and General Kamgar Sanghatana is fair, legal and justified? If not what relief the workmen are entitled to?

(ii) In not paying the VDA increase from 28.02.2021 by M/s. Sai Shakti Port Services is fair, legal and justified? If not, what relief the workmen are entitled to?

(iii) And not implementing the pre-existing basic pay last drawn on during ex-contractor M/s. Casby Logistics Pvt. Ltd. is fair, legal and justified? If not, what relief the workmen are entitled to?”

2. Case called out today. Both parties are absent. From perusal of record, it is apparent that, both parties are not responding and attending the Court since long back despite service of notices. No Statement

of Claim and Written Statement have been filed by the parties respectively till today. No other evidence has been filed by the petitioner/union till today 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 action of the employer of M/s. Sai Shakti Port Services contractor of M/s. Gateway Terminals India Pvt. Ltd,

(I) In not entertaining the charter of Demands (57 points) dated 03.05.2022 of New Maritime and General Kamgar Sanghatana is fair, legal and justified. The workmen are not entitled to any relief.

(ii) In not paying the VDA increase from 28.02.2021 by M/s. Sai Shakti Port Services is fair, legal and justified. The workmen are not entitled to any relief.

(iii) And not implementing the pre-existing basic pay last drawn on during ex-contractor M/s. Casby Logistics Pvt. Ltd. is fair, legal and justified. The workmen are not entitled to any relief.

Date-10/03/2026

JUSTICE SHIV SHANKER PRASAD, Presiding Officer/Link Officer

नई दिल्ली, 15 जून, 2026

का.आ. 1236.—औद्योगिक विवाद अधिनियम 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार पश्चिम रेलवे के प्रबंधतंत्र, संबद्ध नियोजको और उनके कर्मकारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय मुम्बई-2, के पंचाट (13/2004) प्रकाशित करती है।

[सं. एल-41011/33/2003-आई आर (बी-1)]

सलोनी, उप निदेशक

New Delhi, the 15th June, 2026

S.O. 1236.— In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. 13/2004) of the *Cent. Govt. Indus. Tribunal-cum-Labour Court Mumbai -2* as shown in the Annexure, in the industrial dispute between the management of Western Railway and their workmen.

[No. L-41011/33/2003—IR(B-I)]

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-2/13 of 2004

EMPLOYERS IN RELATION TO THE MANAGEMENT OF

Party No. 1. M/s. Western Railway.

The Divisional Railway Manager (E),
Western Railway,
Divisional Office,
Bombay Central,
Mumbai – 400 008,
State: Maharashtra.

AND

THEIR WORKMEN.**Party No.2 (Paschim Railway Karmachari Parishad)**

The Divisional Secretary,
Paschim Railway Karmachari Parishad,
Chapra Building,
Near Plaza Cinema,
Dadar (W)
Mumbai – 400 028,
State: Maharashtra.

APPEARANCES:

Management : Mr. B. K. Ashok.
Advocate
Workmen/Union : No appearance.

AWARD

(Delivered on 11-03-2026)

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-41011/33/2003-IR (B-I) dated 26.02.2004. The terms of reference given in the schedule are as follows:

“Whether the action of the Management of Western Railway Administration, Bombay Central, Mumbai by illegally dismissing the services of Shri Bhoj Nath w.e.f. 10.04.2002 is justified? If not, what relief the workman, Shri Bhoj Nath is entitled to?”

2. The case is called out today. The Learned Counsel for the respondent Mr. B. K. Ashok is present before the Court, but no one is present on behalf of the workmen/petitioner. From perusal of record, it is apparent that, the petitioner is not responding and attending the Court since 27.03.2020 long back. From perusal of record, it is also apparent that, the first award has been passed on 01.10.2014 and parties were directed to argue or lead evidence on the point of the punishment but since 27.03.2020, petitioner/party no.2 is not coming to the court to lead evidence or to argue the case on the point of punishment. Therefore it appears that, the petitioner is not interested to lead evidence or argue the case on the point of punishment. So, the punishment awarded by the department concerned is justified and correct. It has already been hold by this court that, the enquiry is held fair and proper and findings of the Enquiry Officer are not perverse. This Reference be disposed off accordingly.

Hence, it is ordered.

ORDER

The action of the Management of Western Railway Administration, Bombay Central, Mumbai by illegally dismissing the services of Shri Bhoj Nath w.e.f. 10.04.2002 is justified. The workman, Shri Bhoj Nath is not entitled to any relief.

Date-11/03/2026

JUSTICE SHIV SHANKER PRASAD, Presiding Officer/Link Officer

नई दिल्ली, 15 जून, 2026

का.आ. 1237.—औद्योगिक विवाद अधिनियम 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार रॉयल बैंक ऑफ़ स्कॉटलैंड के प्रबंधतंत्र, संबद्ध नियोजको और उनके कर्मकारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय मुम्बई-2, के पंचाट (49/2013) प्रकाशित करती है।

[सं. एल-12011/74/2013-आई आर (बी-1)]

सलोनी, उप निदेशक

New Delhi, the 15th June, 2026

S.O. 1237.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. 49/2013) of the *Cent. Govt. Indus. Tribunal-cum-Labour Court Mumbai -2* as shown in the Annexure, in the industrial dispute between the management of Royal Bank of Scotland and their workmen.

[No. L-12011/74/2013–IR(B-I)]

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-2/49 of 2013**EMPLOYERS IN RELATION TO THE MANAGEMENT OF****First Party No. 1. M/s. Royal Bank of Scotland,**

The General Manager,
Royal Bank of Scotland,
327, Residency Plaza,
Tabut Street,
M. G. Road,
Pune – 411 001,
State: Maharashtra.

First Party No. 2. M/s. Yojana Manpower Services.

M/s. Yojana Manpower Services,
 Building Ganesh 3,
 111/10B, Gali No.14,
 Erandawane,
 Prabhat Road,
 Pune – 411 004,
 State: Maharashtra.

AND**THEIR WORKMEN.****Party No. 2 (Amir Kamgar Union)**

The General Secretary,
 Amir Kamgar Union
 Bhairoba Road,
 Bunglow No.4,
 Wanwadi,
 Pune – 411 040,
 State: Maharashtra.

APPEARANCES:

Management No. 1 : Mr. R. Nerlekar.
 Advocate.
 Management No. 2 : No appearance.
 Workmen : Mr. K. Y. Divekar.
 Representative.

AWARD

(Delivered on 10-03-2026)

1. This Reference has been made by the Central Government in exercise of powers under clause (d) of sub-section (1) and sub-section (2A) of Section 10 of the Industrial Disputes Act, 1947, vide Government of India, Ministry of Labour & Employment, New Delhi, order No. L-12011/74/2013 (IR(B-I)) dated 19.08.2013. The terms of reference given in the schedule are as follows:

“Whether the action of the management of Royal Bank of Scotland, Pune in terminating the services of 9 employees namely (1) Shri Pandurang Barku Jadhav (2) Shri Sanjay Dagadu Jadhav (3) Shri Ravindra Bhagoji Kadam (4) Shri Santosh Krishna More (5) Kishor N. Jirgyal (6) Shri Hiralal Pundalik More (7) Shri Sameer Palande (8) Shri Dinsh Pandurang Jadhav (9) Shri Dattaram Jayram Jadhav through contractor M/s. Yojana Manpower Services. To what relief the workmen are entitled to?”

2. Case called out today. The Learned Counsel for the respondent Mr. Rahul L. Nerlekar is present before the Court for first party no.1, but no one is present on behalf of the petitioner/union on repeated calls. From perusal of record, it is apparent that, the petitioner/union is not responding and attending the Court since 02.05.2019 long back. Although Statement of Claim and Written Statements have been filed by the parties respectively but 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 action of the management of Royal Bank of Scotland, Pune in terminating the services of 9 employees namely (1) Shri Pandurang Barku Jadhav (2) Shri Sanjay Dagadu Jadhav (3) Shri Ravindra Bhagoji Kadam (4) Shri Santosh Krishna More (5) Kishor N. Jirgyal (6) Shri Hiralal Pundalik More (7) Shri Sameer Palande (8) Shri Dinsh Pandurang Jadhav (9) Shri Dattaram Jayram Jadhav through contractor M/s. Yojana Manpower Services are just, fair and legal. The workmen are not entitled to any relief.

Date-10/03/2026

JUSTICE SHIV SHANKER PRASAD, Presiding Officer/Link Officer

नई दिल्ली, 15 जून, 2026

का.आ. 1238.—औद्योगिक विवाद अधिनियम 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार मैसर्स आईसीआईसीआई बैंक लिमिटेड के प्रबंधन, संबद्ध नियोजकों और उनके कर्मचारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय मुम्बई-2, के पंचाट (47/2023) प्रकाशित करती है।

[सं. एल-12025/01/2026- आई आर (बी-1)-147]

सलोनी, उप निदेशक

New Delhi, the 15th June, 2026

S.O. 1238.— In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. 47/2023) of the *Cent. Govt. Indus. Tribunal-cum-Labour Court Mumbai -2* as shown in the Annexure, in the industrial dispute between the management of M/s. ICICI Bank Limited and their workmen.

[No. L-12025/01/2026—IR(B-I)-147]

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-2/47 of 2023

EMPLOYERS IN RELATION TO THE MANAGEMENT OF

Party No. 1. M/s. ICICI Bank Limited

M/s. ICICI Bank Limited,
South Tower 9th Floor,
West Wing,
BKC Bandra (E),
Mumbai : 400 051,
State: Maharashtra.

**AND
THEIR WORKMEN.**

Party No.2 (Bhartiya Kamgar Karmachari Mahasangh)

5 Navalkar Lane, 1st Floor,
Prarthana Samaj,
Girgaon,
Mumbai : 400 004,
State: Maharashtra.

APPEARANCES:

Management : Mr. G. S. Desai.

Advocate

Workmen/Union : No appearance.

AWARD

(Delivered on 12-03-2026)

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. B.ALC(C)-I/7(84)/2019 B2 dated 08.10.2023. The terms of reference given in the schedule are as follows:

“Whether the charter of demands dated 08.06.2016 as raised by the Union Bhartiya Kamagar Karmachari Mahasangh against the Management of ICICI Bank Limited and its contractor M/s. Rare Hospitality and Services Pvt. Ltd. is legal, fair and justifiable? If yes, what relief they are entitled to?”

2. The case is called out today. Mr. G. S. Desai, learned counsel for the respondent is present before the court, but no one is present on behalf of the petitioner. From perusal of record, it is apparent that, the petitioner/union is not responding and attending the Court since 25.01.2024 long back despite service of notices. No Statement of Claim and Written Statement have been filed by the parties respectively till today. No other evidence has been filed by the petitioner/workman to prove his case. The petitioner is not coming to the court since long back. It appears that, he is not interested to contest the case furthermore. The claim of the petitioner is not proved. So, the case is closed.

Hence, it is ordered.

ORDER

The charter of demands dated 08.06.2016 as raised by the Union Bhartiya Kamagar Karmachari Mahasangh against the Management of ICICI Bank Limited and its contractor M/s. Rare Hospitality and Services Pvt. Ltd. is not legal, not fair and not justifiable. They are not entitled to any relief.

Date-12/03/2026

JUSTICE SHIV SHANKER PRASAD, Presiding Officer/Link Officer

नई दिल्ली, 15 जून, 2026

का.आ. 1239.—औद्योगिक विवाद अधिनियम 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार केनरा मैसर्स केनरा बैंक के प्रबंधन, संबद्ध नियोजको और उनके कर्मकारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय मुम्बई-2, के पंचाट (04/2024) प्रकाशित करती है।

[सं. एल-39025/01/2026-आई आर (बी-1)]

सलोनी, उप निदेशक

New Delhi, the 15th June, 2026

S.O. 1239—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 Mumbai -2* as shown in the Annexure, in the industrial dispute between the management of M/s. Canara Bank and their workmen.

[No. L-39025/01/2026—IR(B-II)]

SALONI, Dy. Director

ANNEXURE

BEFORE JUSTICE RETIRED SHIV SHANKER PRASAD

PRESIDING OFFICER/LINK OFFICER

THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO.2, MUMBAI

PRESENT

JUSTICE RETIRED SHIV SHANKER PRASAD

Presiding Officer/Link Officer

REFERENCE NO. CGIT-2/04 of 2024

EMPLOYERS IN RELATION TO THE MANAGEMENT OF

Party No. 1. M/s. Canara Bank

M/s. Canara Bank,
Kolhapur SME,
Kolhapur – 411 030,
State: Maharashtra.

AND

THEIR WORKMAN.

Party No.2 (Mr. Vishwas R. Ghatage)

Mr. Vishwas R. Ghatage
C/o Canara Bank Staff Union,
Akashdeep, 800 Sadashiv Peth,
Pune,
Mumbai : 411 030,
State: Maharashtra.

APPEARANCES:

Management : Mr. S. Alva.
Advocate

Workmen : No appearance.

AWARD

(Delivered on 12-03-2026)

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. RLCP/7(100)/2022 dated 28.12.2023. The terms of reference given in the schedule are as follows:

“Whether the action of the management of Canara Bank, Pune in terminating the services of workman Shri Vishwas R. Ghatage with effect from 28.11.2022 is legal & justified? If not, to what relief the concerned workman is entitled to?”

2. Case called out today. Mr. S. Alva learned counsel for the respondent is present before the court, but no one is present on behalf of the workman/petitioner on repeated calls despite service notices. From perusal of record, it is apparent that, the petitioner is not responding and attending the court since 29.08.2024 long back. Mr. Tapole was present on some previous dates on behalf of the petitioner, but no Vakalatnama has been filed by Mr. Tapole from the side of the petitioner till today, meaning thereby no one is representing the petitioner. No Statement of Claim and Written Statement have been filed by the parties respectively till today. No other evidence has been filed by the petitioner/workman to prove his case. The petitioner is not coming to the court since long back. It appears that, he is not interested to contest the case furthermore. The claim of the petitioner is not proved. So, the case is closed.

Hence, it is ordered.

ORDER

The action of the management of Canara Bank, Pune in terminating the services of workman Shri Vishwas R. Ghatage with effect from 28.11.2022 is legal & justified. The concerned workman is not entitled to any relief.

Date-12/03/2026

JUSTICE SHIV SHANKER PRASAD, Presiding Officer/Link Officer

नई दिल्ली, 15 जून, 2026

का.आ. 1240.— औद्योगिक विवाद अधिनियम 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार सेंट्रल बैंक ऑफ़ इंडिया के प्रबंधतंत्र, संबद्ध नियोजको और उनके कर्मकारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय मुम्बई-2, के पंचाट (22/2018) प्रकाशित करती है।

[सं. एल-12012/09/2018-आई आर (बी-II)]

सलोनी, उप निदेशक

New Delhi, the 15th June, 2026

S.O. 1240.— In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. 22/2018) of the *Cent. Govt. Indus. Tribunal-cum-Labour Court Mumbai -2* as shown in the Annexure, in the industrial dispute between the management of Central Bank of India and their workmen.

[No. L-12012/09/2018-IR(B-II)]

SALONI, Dy. Director

ANNEXURE

BEFORE JUSTICE RETIRED SHIV SHANKER PRASAD

PRESIDING OFFICER/LINK OFFICER

THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO.2, MUMBAI

PRESENT

JUSTICE RETIRED SHIV SHANKER PRASAD

Presiding Officer/Link Officer

REFERENCE NO. CGIT-2/22 of 2018

EMPLOYERS IN RELATION TO THE MANAGEMENT OF

Party No. 1. Central Bank of India.

The Chairman and Managing Director,
Central Bank of India,
Chandramukhi Building,
Nariman Point,
Mumbai – 400 021,
State: Maharashtra.

AND

THEIR WORKMEN.**Party No. 2 (Mr. Dheeraj J. Surti)**

At- Ahu Post- Saronda,
Taluka – Umbergaon,
District – Valsad - 396135,
State: Gujarat.

APPEARANCES:

Management No.1 : Mr. L. L. D'Souza.
Advocate

Workmen : Mr. Kunal R. Maskar.
Advocate

AWARD

(Delivered on 11-03-2026)

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-12012/09/2018-IR(B-II) dated 25.04.2018. The terms of reference given in the schedule are as follows:

“Whether the action of the management of Central Bank of India, Regional Office Thane, in dismissing Shri Dheeraj J. Surti, Head Cashier, from the services of the Bank vide order dated 12.02.2016 w.e.f. 12.02.2016 alleged to be working from 10.06.1985 is just and proper? If not, what relief the workman concerned is entitled to?”

2. The case is called out today. Advocate Ms. Vasanti Kunder holding brief for Mr. L. L. D' Souza is present before the Court, but no one is present on behalf of the workman/party no.2 on repeated calls. From perusal of record, it is apparent that, the workman/petitioner is not responding and attending the Court since 09.05.2024 long back. Although, Statement of Claim and Written Statements have been filed by the parties respectively, but no other evidence has been filed by the petitioner to prove his case. The workman/petitioner is not coming to the court since long back. It appears that, the workman/petitioner is not interested to contest the case furthermore. The claim of the workman/petitioner is not proved. So, the case is closed.

Hence, it is ordered.

ORDER

The action of the management of Central Bank of India, Regional Office Thane, in dismissing Shri Dheeraj J. Surti, Head Cashier, from the services of the Bank vide order dated 12.02.2016 w.e.f. 12.02.2016 alleged to be working from 10.06.1985 is just and proper. The concerned workman is not entitled to any relief.

Date-11/03/2026

JUSTICE SHIV SHANKER PRASAD, Presiding Officer/Link Officer

नई दिल्ली, 15 जून, 2026

का.आ. 1241.— औद्योगिक विवाद अधिनियम 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार मुंबई पोर्ट ट्रस्ट के प्रबंधतंत्र, संबद्ध नियोजको और उनके कर्मकारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय मुम्बई-2, के पंचाट (04/2020) प्रकाशित करती है।

[सं. एल-31011/01/2020/18-आईआर (बी-II)]

सलोनी, उप निदेशक

New Delhi, the 15th June, 2026

S.O. 1241.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. 04/2020) of the *Cent. Govt. Indus. Tribunal-cum-Labour Court Mumbai -2* as shown in the Annexure, in the industrial dispute between the management of Mumbai Port Trust and their workmen.

[No. L-31011/01/2020— IR (B-II)]

SALONI, Dy. Director

ANNEXURE

BEFORE JUSTICE RETIRED SHIV SHANKER PRASAD

PRESIDING OFFICER/LINK OFFICER

THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO.2, MUMBAI

PRESENT

JUSTICE RETIRED SHIV SHANKER PRASAD

Presiding Officer/Link Officer

REFERENCE NO. CGIT-2/04 of 2020

EMPLOYERS IN RELATION TO THE MANAGEMENT OF

Party No. 1. Mumbai Port Trust

The Chairman,
Mumbai Port Trust
Port Bhavan,
Mumbai : 400 001,
State: Maharashtra.

AND

THEIR WORKMEN.

Party No. 2 (Mumbai Port Trust General Workers' Union)

The General Secretary,
Mumbai Port Trust General Workers' Union,
Kavarana Building, 1st Floor, 26/4, Demello Road,
Opp. Mangatram Weigh Bridge,
Wadibunder, Masjid (E)
Mumbai : 400 009,
State: Maharashtra.

APPEARANCES:

Management : No appearance.
 Workmen/Union : No appearance.

AWARD

(Delivered on 12-03-2026)

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- 31011/01/2020-IR(B-II) dated 19.02.2020. The terms of reference given in the schedule are as follows:

“Whether the claim of the Mumbai Port Trust General Workers’ Union, Mumbai for withdrawal of the order dated 01.04.2019 issued by the management of Mumbai Port Trust of the combined seniority list of Electrician of OPL Pirpau and MOT Jawahar Dweep Section which affected the promotion of Shri Gopal Sarang and to maintain seniority list of electricians as issued vide order dated 01.01.2010 is legal & justified? If yes, what relief and directions are necessary in the case.”

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 27.04.2020 long back despite service of notices. No Statement of Claim and Written Statement have been filed by the parties respectively till today. No other evidence has been filed by the petitioner/workman to prove his case. The petitioner is not coming to the court since long back. It appears that, he is not interested to contest the case furthermore. The claim of the petitioner is not proved. So, the case is closed.

Hence, it is ordered.

ORDER

The claim of the Mumbai Port Trust General Workers’ Union, Mumbai for withdrawal of the order dated 01.04.2019 issued by the management of Mumbai Port Trust of the combined seniority list of Electrician of OPL Pirpau and MOT Jawahar Dweep Section which affected the promotion of Shri Gopal Sarang and to maintain seniority list of electricians as issued vide order dated 01.01.2010 is not legal & not justified. The workman is not entitled to any relief.

Date-12/03/2026

JUSTICE SHIV SHANKER PRASAD, Presiding Officer/Link Officer

नई दिल्ली, 15 जून, 2026

का.आ. 1242.— औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार सत्यम एसोसिएट्स के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में **केन्द्रीय सरकार औद्योगिक अधिकरण - सह - श्रम न्यायालय, बेंगलूर** के पंचाट (संदर्भ संख्या **62/2024**) को प्रकाशित करती है,

[सं. एल-22013/01/2026/18-आईआर (सीएम-II)]

जयदीप यादव, उप निदेशक

New Delhi, the 15th June, 2026

S.O. 1242.— In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (**Ref. No. 62/2024**) of **the Central Government Industrial Tribunal-cum-Labour Court, Bangalore** as shown in the Annexure, in the industrial dispute between the Management of **Satyam Associates**, and **their workmen**.

[No. L-22013/01/2026– IR (CM-II)]

JAIDEEP YADAV, Dy. Director

ANNEXURE
BEFORE THE
CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, BANGALORE,
CAMP COURT At HYDERABAD

“Shram Sadan”,
G G Palya, Tumkur Road,
Yeswanthpur, Bangalore – 560 022.

DATED : 17th MARCH 2026
PRESENT : **Smt. K P INDIRA B.A., LLB.**
Presiding Officer
C R No. 62/2024

I Party

Sri Vinod Thakur,
Family Wing Command Hospital,
Cambridge Road,
Post Agram,
BANGALORE – 560 007.

II Party

M/s. Satyam Associates,
C-125/A, Kunwar singh Nagar,
Nagloi,
NEW DELHI – 110 041.

Appearances

I Party : **None**
II Party : **Sri Prakash Rao K**
Advocate

1. **The Office of the Deputy Chief Labour Commissioner (C), Government of India, Ministry of Labour, Bengaluru vide Order No. 95(FOC/54)2024-B4 dated 27.08.2024 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 contractor M/s. Satyam associates is justified in claiming that the applicant workman Shri Vinod Thakur was not their employee at any point of time? If no, what relief is the applicant workman entitled to?”

2. After registering the case the date of hearing was fixed as 29.10.2024. Notices were issued to both the parties. The said notices were delivered. The I Party did not make him available before this Tribunal despite affording repeated opportunities nor the I Party did prefer to file Claim Statement as well. Adv. Prakash Rao K filed vakalath for II Party.

3. **The Hon’ble High Court of Allahabad in V K Raj industries vs. Labour Court and others (FJR Vol 59 Allahabad 304) held 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 referred 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 is passed.

AWARD

Reference is rejected. Transmit.

(Dictated to Secretary to Court, transcribed by him, corrected and signed by me on 17.03.2026)

K P INDIRA, Presiding Officer

नई दिल्ली, 16 जून, 2026

का.आ. 1243.—औद्योगिक विवाद अधिनियम 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार मेसर्स केनरा बैंक के प्रबंधन, संबद्ध नियोजको और उनके कर्मकारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय मुम्बई-2, के पंचाट (06/2024) प्रकाशित करती है।

[सं. एल-39025 / 01 / 2026 / 18-आईआर (बी-II)-60]

सलोनी, उप निदेशक

New Delhi, the 16th June, 2026

S.O. 1243.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. 06/2024) of the *Cent.Govt.Indus.Tribunal-cum-Labour Court Mumbai -2* as shown in the Annexure, in the industrial dispute between the management of M/s. Canara Bank and their workmen.

[No. L-39025/01/2026– IR (B-II)-60]

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-2/06 of 2024

EMPLOYERS IN RELATION TO THE MANAGEMENT OF

Party No. 1. M/s. Canara Bank
M/s. Canara Bank,
Pandharpur,
Solapur-413 304,
State: Maharashtra.

AND
THEIR WORKMAN.

Party No.2 (Mr. Swapnil Ghadge)
Mr. Swapnil Ghadge
729 K/2 Pandharpur,
Solapur-413 304,
State: Maharashtra,

APPEARANCES:

Management : Mr. S. Alva.
Advocate.
Workmen : No appearance.

AWARD

(Delivered on 12-03-2026)

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. RLCP/8(97)/2022 dated 28.12.2023. The terms of reference given in the schedule are as follows:

"Whether the action of the management of Canara Bank, Pune in terminating the services of workman Shri Swapnil Ghadge with effect from 10.09.2022 is legal & justified? If not, to what relief the concerned workman is entitled to?"

2. The case is called out today. Mr. S. Alva learned counsel for the respondent is present before the court but no one is present on behalf of the petitioner/workman on repeated calls. No Statement of Claim and Written Statement have been filed by the parties respectively till today. No other evidence has been filed by the petitioner/workman to prove his case. The claim of the petitioner is not proved. So, the case is closed.

Hence, it is ordered.

ORDER

The action of the management of Canara Bank, Pune in terminating the services of workman Shri Swapnil Ghadge with effect from 10.09.2022 is legal & justified. The concerned workman is not entitled to any relief.

Date-12/03/2026

JUSTICE SHIV SHANKER PRASAD, Presiding Officer/Link Officer

नई दिल्ली, 16 जून, 2026

का.आ. 1244.—औद्योगिक विवाद अधिनियम 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार मेसर्स मुंबई पोर्ट ट्रस्ट के प्रबंधन, संबंधित नियोजकों और उनके कर्मचारियों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय मुंबई-2, के पंचाट (17/2022) प्रकाशित करती है।

[सं. एल-31011 / 04 / 2022-आईआर (बी-II)]

सलोनी, उप निदेशक

New Delhi, the 16th June, 2026

S.O. 1244.— In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. 17/2022) of the *Cent. Govt. Indus. Tribunal-cum-Labour Court Mumbai -2* as shown in the Annexure, in the industrial dispute between the management of M/s. Mumbai Port Trust and their workmen.

[No. L-31011/04/2022– IR (B-II)]

SALONI, Dy. Director

ANNEXURE

BEFORE JUSTICE RETIRED SHIV SHANKER PRASAD

PRESIDING OFFICER/LINK OFFICER

THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO.2, MUMBAI

PRESENT

JUSTICE RETIRED SHIV SHANKER PRASAD

Presiding Officer/Link Officer

REFERENCE NO. CGIT-2/17 of 2022

EMPLOYERS IN RELATION TO THE MANAGEMENT OF

Party No. 1. M/s. Mumbai Port Trust

The Chairman,
Mumbai Port Trust
Port Bhavan,
Mumbai – 400 001,
State: Maharashtra.

AND

THEIR WORKMEN.

Party No.2 (Mumbai Port Trust Mazdoor Sangh)

The President,
Mumbai Port Trust Mazdoor Sangh
Parvati Building,
7, Pitha Street,
Sir PM Road,
Mumbai – 400 001,
State: Maharashtra.

APPEARANCES:

Management	:	No appearance.
Workmen	:	No appearance

AWARD

(Delivered on 11-03-2026)

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-31011/04/2022-IR(B-II) dated 03.08.2022. The terms of reference given in the schedule are as follows:

1. *“Whether the action of Mumbai Port Trust for relaxation in education and other qualification in Rules and Regulation of Senior Section leader and Section Leader affecting the promotion of pump operator and motor driver to sub-Section Leader who have requisite qualification is legal, just and fair? If not, what relief the alleged the workmen are entitled to?”*

2. *“Whether the demand of the MBPT Mazdoor Sangh of alleging discrimination/depriving higher legitimate promotion of Sub-Section Leader of Mr. Mahindra Jagtap and 8 others (list enclosed) against management of Mumbai Port Trust, Mumbai is just and legal? If yes, what relief these workmen are entitled to?”*

<u>Sl. No.</u>	<u>Workmen</u>
1	Mr. Raorane Rajesh R.
2	Mr. Chawan Sandesh D.
3	Mr. Sawant Vibhash A.
4	Mr. Jagtap Mahindra R.
5	Mr. More Arun Y.
6	Mr. Chawan Rajesh R.
7	Mr. Bait Ekanath S.
8	Mr. Koyande Thakasen S.
9	Mr. Yadav Devendra S.

2. The case is called out today. The Learned Counsel for the respondent/first party no.1 Ms. Shraddha Satale is present before the Court and filed her memo of appearance, but no one is present on behalf of the workman/party no.2 on repeated calls despite service of notices. No Statement of Claim and Written Statement have been filed by the parties respectively till today. No other evidence has been filed by the petitioner/union to prove his case. The petitioner is not coming to the court since long back. It appears that, the workman/petitioner is not interested to contest the case furthermore. The claim of the workman/petitioner is not proved. So, the case is closed.

Hence, it is ordered.

ORDER

1. **The action of Mumbai Port Trust for relaxation in education and other qualification in Rules and Regulation of Senior Section leader and Section Leader affecting the promotion of pump operator and motor driver to sub-Section Leader who have requisite qualification is legal, just and fair. The alleged workmen are not entitled to any relief.**

2. **The demand of the MBPT Mazdoor Sangh of alleging discrimination/depriving higher legitimate promotion of Sub-Section Leader of Mr. Mahindra Jagtap and 8 others (list enclosed) against management of Mumbai Port Trust, Mumbai is not just and not legal. These workmen are not entitled to any relief.**

Date-11/03/2026

JUSTICE SHIV SHANKER PRASAD, Presiding Officer/Link Officer