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

भारत का राजपत्र
The Gazette of India

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No. 24] NEW DELHI, JUNE 21— JUNE 27, 2026, SATURDAY/JYAISHTHA 31— ASHADHA 06, 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, 11 जून, 2026

का.आ. 1245.—भारतीय रिजर्व बैंक अधिनियम, 1934 (1934 का 2) की धारा 8 की उप-धारा (1) के खंड (घ) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार, एतद्द्वारा, श्री नागराजू मद्दिराला के स्थान पर श्री संजय लोहिया (सचिव, भारत सरकार, वित्त मंत्रालय, वित्तीय सेवाएं विभाग) को तत्काल प्रभाव से और अगले आदेशों तक, भारतीय रिजर्व बैंक के केन्द्रीय बोर्ड में निदेशक के पद पर नामित करती है ।

[ई फा. सं. 6/2(i)/2022-बीओ-I]

संजय कुमार मिश्र, अवर सचिव

MINISTRY OF FINANCE

(Department of Financial Services)

New Delhi, the 11th June, 2026

S.O. 1245.— In exercise of the powers conferred by clause (d) of sub-section (1) of section 8 of the Reserve Bank of India Act, 1934 (2 of 1934), the Central Government hereby nominates Shri Sanjay Lohiya (Secretary, Government of India, Ministry of Finance, Department of Financial Services) as Director on the Central Board of Reserve Bank of India, with immediate effect and until further orders, *vice* Shri Nagaraju Maddirala.

[eF. No. 6/2(i)/2022-BO-I]

SANJAY KUMAR MISHRA, Under Secy.

नई दिल्ली, 11 जून, 2026

का.आ. 1246.—भारतीय स्टेट बैंक अधिनियम, 1955 (1955 का 23) की धारा 19 के खण्ड (ड.) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार, एतद्द्वारा, श्री नागराजू मद्दिराला के स्थान पर श्री संजय लोहिया (सचिव, भारत सरकार, वित्त मंत्रालय, वित्तीय सेवाएं विभाग) को तत्काल प्रभाव से और अगले आदेशों तक, भारतीय स्टेट बैंक के केन्द्रीय निदेशक मंडल में निदेशक के पद पर नामित करती है ।

[ई फा. सं. 6/2(ii)/2022-बीओ-I]

संजय कुमार मिश्र, अवर सचिव

New Delhi, the 11th June, 2026

S.O. 1246.—In exercise of the powers conferred by clause (e) of section 19 of the State Bank of India Act, 1955 (23 of 1955), the Central Government hereby nominates Shri Sanjay Lohiya (Secretary, Government of India, Ministry of Finance, Department of Financial Services) as Director on the Central Board of Directors of State Bank of India, with immediate effect and until further orders, *vice* Shri Nagaraju Maddirala.

[eF. No. 6/2(ii)/2022-BO-I]

SANJAY KUMAR MISHRA, Under Secy.

नई दिल्ली, 22 जून, 2026

का.आ. 1247.—भारतीय निर्यात-आयात बैंक अधिनियम, 1981 (1981 का 28) की धारा 6 की उप-धारा (1) के खंड (ड.) के उप-खंड (ii) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार, एतद्द्वारा, श्री अश्विनी कुमार के स्थान पर श्री आशीष पाण्डेय, प्रबंध निदेशक एवं मुख्य कार्यकारी अधिकारी, यूनियन बैंक ऑफ इंडिया को तत्काल प्रभाव से और अगले आदेशों तक भारतीय निर्यात-आयात बैंक (एक्जिम बैंक) के निदेशक मण्डल में निदेशक नामित करती है ।

[फा. सं. 9/1/2022-आईएफ-I]

एस. के. सिंह, अवर सचिव

New Delhi, the 22nd June, 2026

S.O. 1247.— In exercise of the powers conferred by sub-clause (ii) of clause (e) of sub-section (1) of section 6 of the Export-Import Bank of India Act, 1981 (No. 28 of 1981), the Central Government hereby nominates Shri Asheesh Pandey, MD & CEO, Union Bank of India as Director on the Board of Directors of Export-Import Bank of India (Exim Bank) with immediate effect and until further orders *vice* Shri Ashwani Kumar.

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

S. K. SINGH, Under Secy.

नागर विमानन मंत्रालय

नई दिल्ली, 17 जून, 2026

का.आ. 1248.—केन्द्रीय सरकार, राजभाषा (संघ के शासकीय प्रयोजनों के लिए प्रयोग), नियम, 1976 के नियम-10 के उप-नियम (4) के अनुसरण में, नागर विमानन मंत्रालय के अंतर्गत भारतीय विमानपत्तन प्राधिकरण के अधीनस्थ कार्यालय कण्णूर अंतरराष्ट्रीय हवाईअड्डा, मट्टन्नूर, कण्णूर, केरलम-670708, जिसके 80% कार्मिकों ने हिंदी का कार्यसाधक ज्ञान प्राप्त कर लिया है, को एतद्द्वारा अधिसूचित करती है ।

[फा. सं ई. 11014/2/2023-रा.भा.]

अमित राय, वरिष्ठ आर्थिक सलाहकार

MINISTRY OF CIVIL AVIATION

New Delhi, the 17th June, 2026

S.O. 1248.—In pursuance of Sub-Rule (4) of Rule 10 of the Official Languages (Use for the Official Purposes of the Union) Rules, 1976, the Central Government, hereby notifies that the subordinate office of Airports Authority of India, Kannur International Airport, Mattannur, Kannur, Keralam- 670708, under Ministry of Civil Aviation, whereof 80% staff have acquired the working knowledge of Hindi.

[F. No. E-11014/2/2023-O.L.]

AMIT RAY, Senior Economic Advisor

सहकारिता मंत्रालय

नई दिल्ली, 16 जून, 2026

का.आ. 1249.—बहु-राज्य सहकारी सोसायटी अधिनियम, 2002 (2002 का 39) की धारा 4 की उपधारा (1) के अधीन प्रदत्त शक्तियों का प्रयोग करते हुए और इस विषय पर दिनांक 5 जनवरी, 2026 की पूर्ववर्ती अधिसूचना का अधिक्रमण करते हुए, केंद्रीय सरकार इसके द्वारा सहकारिता मंत्रालय, भारत सरकार में संयुक्त सचिव, श्री शिव पाल सिंह, आईएफओएस (यूपी-1997) को तत्काल प्रभाव से और अगले आदेश तक सहकारी समितियों के केंद्रीय पंजीयक के रूप में नियुक्त करती है।

[फा. सं A-22011/1/2026-Estt.(Coop.)]

अजित कुमार शर्मा, अवर सचिव

MINISTRY OF COOPERATION

New Delhi, the 16th June, 2026

S.O. 1249.—In exercise of the powers conferred under sub-section (1) of Section 4 of the Multi-State Cooperative Societies Act, 2002 (39 of 2002) and in supersession of earlier notification dated 5th January, 2026 on the subject, the Central Government hereby appoints Shri Shiv Pal Singh, IFoS, (UP-1997), Joint Secretary in the Ministry of Cooperation, Government of India as the Central Registrar of Cooperative Societies with immediate effect and until further orders.

[F. No. A-22011/1/2026-Estt.(Coop.)]

AJIT KUMAR SHARMA, Under Secy.

सूचना और प्रसारण मंत्रालय

नई दिल्ली, 12 जून, 2026

का.आ. 1250.—दिनांक 27 नवंबर, 2024 की अधिसूचना सं. एम-11019/3/2023-डीओ (एफसी) में आंशिक संसोधन करते हुए, श्रीमती अमृता खोडके दहीवेलकर तत्काल प्रभाव से केंद्रीय फिल्म प्रमाणन बोर्ड, मुंबई के क्षेत्रीय कार्यालय के सलाहकार पैनल की सदस्य नहीं रहेंगी ।

[फा. सं एम-11016/12/2026-डीओ(एफसी)]

संतोष कुमार मौर्य, अवर सचिव

MINISTRY OF INFORMATION AND BROADCASTING

New Delhi, the 12th June, 2026

S.O. 1250.—In partial modification of Notification No. M-11019/3/2023-DO(FC) dated 27th November, 2024, Smt. Amruta Khodke Dahivelkar shall cease to be member of the Advisory Panel at the Regional Office of the Central Board of Film Certification, Mumbai, with immediate effect.

[F. No. M-11016/12/2026-DO(FC)]

SANTOSH KUMAR MAURYA, Under Secy.

श्रम और रोजगार मंत्रालय

नई दिल्ली, 16 जून, 2026

का.आ. 1251.—औद्योगिक विवाद अधिनियम 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार मुंबई पोर्ट ट्रस्ट के प्रबंधतत्र, संबद्ध नियोजको और उनके कर्मकारो के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय मुम्बई-2, के पंचाट (09/2020) प्रकाशित करती है।

[सं. एल - 31011/02/2020- आई आर (बी-II)]

सलोनी, उप निदेशक

MINISTRY OF LABOUR & EMPLOYMENT

New Delhi, the 16th June, 2026

S.O. 1251.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. 09/2020) 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-31011/02/2020– 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-2/09 of 2020

EMPLOYERS IN RELATION TO THE MANAGEMENT OF

Party No. 1. Mumbai Port Trust
The Chairman,
Mumbai Port Trust
S.V. Road, Ballard Estate,
Mumbai : 400 001,
State: Maharashtra.

AND

THEIR WORKMEN.

Party No. 2 (Mumbai Port Trust Mazdoor Sangh)
The General Secretary,
Mumbai Port Trust Mazdoor Sangh,
7, Pitha Street, Off.Sir P.M. Road,
Parvati Building,
Mumbai : 400 001,
State: Maharashtra.

APPEARANCES:

Management	:	M/s. Bagale & Association.
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- 31011/02/2020-IR(B-II) dated 24.06.2020. The terms of reference given in the schedule are as follows:

"Whether the action of Mumbai Port Trust in refusing upgradation of Class III Junior Engineers to Class II as per Government guidelines, is fair, legal and justified? If not, what relief these Class III Junior Engineers are entitled to?"

2. The case is called out today. Both parties are absent on repeated calls despite service of notices. From perusal of record, it is apparent that, the petitioner is not responding and attending the Court since 16.12.2020 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/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 Mumbai Port Trust in refusing upgradation of Class III Junior Engineers to Class II as per Government guidelines, is fair, legal and justified. These Class III Junior Engineers are not entitled to any relief.

Date-12/03/2026 JUSTICE SHIV SHANKER PRASAD, Presiding Officer/Link Officer

नई दिल्ली, 16 जून, 2026

का.आ. 1252.—औद्योगिक विवाद अधिनियम 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार सेंट्रल बैंक ऑफ इंडिया के प्रबंधतत्र, संबद्ध नियोजको और उनके कर्मकारो के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय मुम्बई-2, के पंचाट (46/2019) प्रकाशित करती है।

[सं. एल-12011/24/2019-आईआर (बी-II)]

सलोनी, उप निदेशक

New Delhi, the 16th June, 2026

S.O. 1252.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. 46/2019*)* 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-12011/24/2019– 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-2/46 of 2019

EMPLOYERS IN RELATION TO THE MANAGEMENT OF

Party No. 1. **Central Bank of India**
The Chairman & Managing Director,
Central Bank of India,
Mumbai Metropolitan Zonal Office,
Dadabhai Navrojee Road,
Mumbai : 400 001,
State: Maharashtra.

AND

THEIR WORKMEN.

Party No.2 **(Central Bank Employees' Union)**
(Suryakant Bagale)
The General Secretary,
Central Bank Employees' Union, Mumbai,
Central Bank Building, 6th Floor,
Mumbai Main Office,
Mahatma Gandhi Road,
Mumbai : 400 001,
State: Maharashtra.

APPEARANCES:

Management	:	Mr. L.L. D'Souza.
		Advocate.
Workmen/Union	:	Mr. Dhruv Karnik.
		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- 12011/24/2019-IR(B-II) dated 16.08.2019. The terms of reference given in the schedule are as follows:

> *"Whether the action of Central Bank of India in not considering the request of Shri Suryakant S. Bhogale, Head Cashier-II for transfer from Nariman Point to Kandivli (W) branch is fair, legal & justified? If not, what relief the workman is entitled to?"*

2. The case is called out today. Ms. Deepika Agrawal learned counsel for the respondent is present before the court, but no one is present on behalf of the petitioner on repeated calls. From perusal of record, it is apparent that, the petitioner/union is not responding and attending the Court since 18.12.2024 long back. No Statement of Claim and Written Statement have been filed by the parties respectively till today. One application for disposal of the Reference has been moved by the respondent on 30.12.2021, in which respondent has stated that, the respondent has paid all the dues accrued upon him to the petitioner. Therefore, no cause of action is in existence till today and Reference is become infructuous. 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, 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 Central Bank of India in not considering the request of Shri Suryakant S. Bhogale, Head Cashier-II for transfer from Nariman Point to Kandivli (W) branch is fair, legal & justified. The 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. 1253.—औद्योगिक विवाद अधिनियम 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार मेसर्स द शिपिंग कॉर्पोरेशन ऑफ़ इंडिया लिमिटेड, मेसर्स साईकृपा फ़ूड सर्विस प्राइवेट लिमिटेड के प्रबंधतत्र, संबद्ध नियोजको और उनके कर्मकारो के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय मुम्बई-2, के पंचाट (48/2010) प्रकाशित करती है।

[सं. एल-31011/01/2010-आईआर (बी-II)]

सलोनी, उप निदेशक

New Delhi, the 16th June, 2026

S.O. 1253.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. 48/2010*)* 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. The Shiping Cprporation of India Limited , M/s. Saikrupa Food Service Pvt. Ltd. and their workmen.

[No. L-31011/01/2010– 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-2/48 of 2010

EMPLOYERS IN RELATION TO THE MANAGEMENT OF

First Party No. 1. **M/s. The Shipping Corporation of India Limited**
The Senior Vice-President (Pand) Act,
The Shipping Corporation of India Limited
Shipping House, 245,
Madam Cama Road,
Mumbai – 400021,
State: Maharashtra.

2. **M/s. Saikrupa Food Service Pvt. Ltd.**
The Director,
Saikrapa Food Services Pvt. Ltd.,
Raja Industrial Estate,
Gala No.3/4,
P. K. Road,
Mulund (West)
Mumbai – 400080,
State: Maharashtra.

AND

THEIR WORKMEN.

Party No.2 **(The Shipping House Canteen Employees' Association)**
The General Secretary,
(The Shipping House Canteen Employees' Association)
P. D'Mello Bhavan, P. D'Mello Road,
Carnac Bunder,
Mumbai,
State: Maharashtra 400038.

APPEARANCES:

Management No. 1	:	Mr. S. Sharma. Advocate.
Management No. 2	:	No appearance.
Workmen/Union	:	No appearance.

AWARD

(Delivered on 13-03-2026)

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-31011/01/2010 (IR(B-II)) dated 20.04.2010. The terms of reference given in the schedule are as follows:

> *"Whether demand of the Shipping House Canteen Employees Association contract employees for Adjustable Advance to 31 canteen employees working in the canteen of Shipping Corporation of India Ltd., Mumbai is legal, just and proper? What relief the contract employees are entitled to?"*

2. The case is called out today. Ms. Vaishali M. holding brief of the learned counsel for the respondent Mr. S. Sharma is present before the Court, 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 04.02.2022 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 demand of the Shipping House Canteen Employees Association contract employees for Adjustable Advance to 31 canteen employees working in the canteen of Shipping Corporation of India Ltd., Mumbai is not legal, not just and not proper. The contract employees are not entitled to any relief.**

Date-13/03/2026 JUSTICE SHIV SHANKER PRASAD, Presiding Officer/Link Officer

नई दिल्ली, 16 जून, 2026

का.आ. 1254.—औद्योगिक विवाद अधिनियम 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार मेसर्स द शिपिंग कॉर्पोरेशन ऑफ़ इंडिया लिमिटेड, मेसर्स साईकृपा फूड सर्विस प्राइवेट लिमिटेड के प्रबंधतत्र, संबद्ध नियोजको और उनके कर्मकारो के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय मुम्बई-2, के पंचाट (49/2010) प्रकाशित करती है।

[सं. एल-31011/02/2010-आईआर (बी-II)]

सलोनी, उप निदेशक

New Delhi, the 16th June, 2026

S.O. 1254.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. 49/2010*)* 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. The Shiping Cprporation of India Limited , M/s. Saikrupa Food Service Pvt. Ltd. and their workmen.

[No. L-31011/02/2010– 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-2/49 of 2010

EMPLOYERS IN RELATION TO THE MANAGEMENT OF

First Party No. 1. **M/s. The Shipping Corporation of India Limited**
The Senior Vice-President (Pand) Act,
The Shipping Corporation of India Limited
Shipping House, 245,
Madam Cama Road,
Mumbai – 400021,
State: Maharashtra.

2. **M/s. Saikrupa Food Service Pvt. Ltd.**
The Director,
Saikrapa Food Services Pvt. Ltd.,
Raja Industrial Estate,
Gala No.3/4,
P. K. Road,
Mulund (West)
Mumbai – 400080,
State: Maharashtra.

AND

THEIR WORKMEN.

Party No.2 **(The Shipping House Canteen Employees' Association)**
The General Secretary,
(The Shipping House Canteen
Employees' Association)
P. D'Mello Bhavan, P. D'Mello Road,
Carnac Bunder,
Mumbai,
State: Maharashtra 400038.

APPEARANCES:

Management No. 1	:	Mr. S. Sharma. Advocate.
Management No. 2	:	No appearance.
Workmen/Union	:	No appearance.

AWARD

(Delivered on 13-03-2026)

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-31011/02/2010 (IR(B-II)) dated 20.04.2010. The terms of reference given in the schedule are as follows:

> *"Whether demand of the Shipping House Canteen Employees Association contract employees for merger of 50% D.A. with Basic Pay of 31 canteen employees working in the canteen of Shipping Corporation of India Ltd., Mumbai is legal, just and proper? What relief the contract employees are entitled to?"*

2. The case is called out today. Ms. Vaishali M. holding brief of the learned counsel for the respondent Mr. S. Sharma is present before the Court, 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 04.02.2022 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 demand of the Shipping House Canteen Employees Association contract employees for merger of 50% D.A. with Basic Pay of 31 canteen employees working in the canteen of Shipping Corporation of India Ltd., Mumbai is not legal, not just and not proper. The contract employees are not entitled to any relief.**

Date-13/03/2026 JUSTICE SHIV SHANKER PRASAD, Presiding Officer/Link Officer

नई दिल्ली, 16 जून, 2026

का.आ. 1255.—औद्योगिक विवाद अधिनियम 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार बैंक ऑफ बडोदा के प्रबंधतत्र, संबद्ध नियोजको और उनके कर्मकारो के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय मुम्बई-2, के पंचाट (22/2019) प्रकाशित करती है।

[सं. एल-12011/07/2019-आईआर (बी-II)]

सलोनी, उप निदेशक

New Delhi, the 16th June, 2026

S.O. 1255.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. 22/2019*)* 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.

[No. L-12011/07/2019– 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 2019

EMPLOYERS IN RELATION TO THE MANAGEMENT OF

First Party No. 1 M/s. Bank of Baroda.
The Managing Director & CEO,
Bank of Baroda,
Baroda Corporate Centre,
C-26, G Block, Bandra Kurla Complex,
Bandra (E), Mumbai- 400 051.

First Party No. 2 M/s. Bank of Baroda, (HR) Administration.
The General Manager,
Bank of Baroda (HR) Administration,
Bank of Baroda Corporate Centre,
Bandra (E), Mumbai- 400 051.

First Party No. 3 M/s. Bank of Baroda.
The General Manager,
Bank of Baroda
Mumbai Zone, Building 3,
Walchand Hirachand Marg,
Ballard Pier, Mumbai- 400 001.

AND

THEIR WORKMEN.

Party No. 4 (Rashtriya Kamgar Union)
The President,
Rashtriya Kamgar Union,
Rajlaxmi, Jn. Vaidya Marg,
Panchpakhadi, Thane- 400 602.

APPEARANCES:

Management	:	Mr. L. L. D'Souza Advocate.
Workmen/Union	:	Mr. S. N. Desai. 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-12011/07/2019-IR(B-II) dated 05.04.2019. The terms of reference given in the schedule are as follows:

> *"Whether the demand of Rashtriya Kamgar Union for permanency of 60 Drivers (as per the list attached) on the vehicle owned by the Bank of Baroda allotted to various Executive Officers of the Bank from the date of their completing 240 days working together with all consequential benefits as are paid to the permanent drivers of the Bank are just and proper? If so, what relief the workmen concerned are entitled to?"*

Sl. No.	Workmen
1	**Mr. Santosh Bharat Nate**
2	**Mr. Yashwant Shitaram Naik**
3	**Mr. Mahesh Chandrakant Kadam**
4	**Mr. Ramkumar Bhuj**
5	**Mr. Tanaji Shivaji Roundhal**
6	**Mr. Naresh Narayan Khopkar**
7	**Mr. Snehal Kumar Natekar**
8	**Mr. Amit Shankar Jadhav**
9	**Mr. Mahesh Gajanan Mulik**
10	**Mr. Ranjit Ashok Jadhav**
11	**Mr. Vilas Gulabrao Bhise**
12	**Mr. Nitin Shantaram Jadhav**
13	**Mr. Sirsel Sidram Hotkar**
14	**Mr. Pankaj Shambhu Mathkar**
15	**Mr. Aaba Aabhaji Mane**
16	**Mr. Suresh Kumar Morya**
17	**Mr. Maruti Ganpati Khedekar**
18.	**Mr. Sanjay Aapa Patil**
19	**Mr. Ankush Arun Wagmare**
20	**Mr. Vikas Shivram Pawar**
21	**Mr. Rajesh Laxman Dhadve**
22	**Mr. Sachin Yashwant Mirke**

23	**Mr. Mahesh Laxman Dhende**
24	**Mr. Vishnu Ramchandra Bhosle**
25	**Mr. Prashant Surykant Deshmukh**
26	**Mr. Arjun Kashinath Dhuri**
27	**Mr. Rajendra Subhash Mahadik**
28	**Mr. Suyog Suryakant Jadhav**
29	**Mr. Adinath Sakharamn Salvi**
30	**Mr. Vinod Datatray Sawant**
31	**Mr. Ganesh Shantaram Kadam**
32	**Mr. Kishore Baburao Nachre**
33	**Mr. Vikas Ganpat Borge**
34	**Mr. Vijay Baban Kamble**
35	**Mr. Nandkumar Shripati Revdekar**
36	**Mr. Prakash Chandrakant Sakpal**
37	**Mr. Satish Madhukar Kadam**
38	**Mr. Shatrugan Sharma**
39	**Mr. Krushnadev Kuber Gound**
40	**Mr. Ganesh Govind Ghadge**
41	**Mr. Rajesh Ramchandra Jadhav**
42	**Mr. Pravin Vinod Tavre**
43	**Mr. Sunil Sadanand Keni**
44	**Mr. Rahul Vilas Jogdand**
45	**Mr. Ramchandra Ganpat Bhogle**
46	**Mr. Eshwar Vishnu Tayde**
47	**Mr. Hemant Manohar Patkar**
48	**Mr. Sharad Nana Mane**
49	**Mr. Vinod Bhausaheb Kanse**
50	**Mr. Vikas Bhausaheb Kanse**
51	**Mr. Prabhakar Shambu Mathkar**
52	**Mr. Manohar Shantaram Gamre**
53	**Mr. Suraj Shankar Jadhav**
54	**Mr. Ranjit Gangaram Salunkhe**
55	**Mr. Shrawan Kumar D. Khartmol**
56	**Mr. Rajesh Ramkhilavan Yadav**
57	**Mr. Pappu Lalbahadur Yadav**
58	**Mr. Prakash Narayan Kadam**
59	**Mr. Sudhir Sakharam Lad**
60	**Mr. Tanaji Sahdev Jagtap**

2. Case called out today. Ms. Deepika Agrawal, learned counsel for the respondent is present before the court, 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 24.04.2024 long back. Although, Statement of Claim and Written Statement have been filed by the parties respectively but, no other evidence has been filed by the petitioner till today to prove his case. The petitioner 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 Rashtriya Kamgar Union for permanency of 60 Drivers (as per the list attached) on the vehicle owned by the Bank of Baroda allotted to various Executive Officers of the Bank from the date of their completing 240 days working together with all consequential benefits as are paid to the permanent drivers of the Bank are not just and not proper. The concerned workmen are not entitled to any relief.

Date-12/03/2026 JUSTICE SHIV SHANKER PRASAD, Presiding Officer/Link Officer

नई दिल्ली, 16 जून, 2026

का.आ. 1256.— औद्योगिक विवाद अधिनियम 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार मेसर्स मर्चेंट मरीन एजुकेशन एंड रिसर्च ट्रस्ट के प्रबंधतत्र, संबद्ध नियोजको और उनके कर्मकारो के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय मुम्बई-2, के पंचाट (08/2016) प्रकाशित करती है।

[सं. एल-31025/01/2016-आईआर (बी-II)]

सलोनी, उप निदेशक

New Delhi, the 16th June, 2026

S.O. 1256.— In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. 08/2016*)* 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. Merchant Marine Education and Research Trust and their workmen.

[No. L-31025/01/2016– IR (B-II)]

SALONI, Dy. Director

ANNEXURE

THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO.2, MUMBAI

PRESENT

JUSTICE RETIRED SHIV SHANKER PRASAD

Presiding Officer/Link Officer

REFERENCE NO. CGIT-2/08 of 2016

EMPLOYERS IN RELATION TO THE MANAGEMENT OF

Party No. 1. **M/s. Merchant Marine Education and Research Trust,**
The Director General of Shipping &
Chairman of Merchant Marine Education and Research Trust,

I-Think Techno Campus,
Beta Building,
9th Floor,
Kanjur Marg (E),
Mumbai – 400 042,
State: Maharashtra.

AND

THEIR WORKMAN.

Party No. 2 **(Mrs. Vijaya M. Thakkar)**
A-10/303, 3rd Floor,
Sector - V,
Shanti Nagar,
Mira Road (E),
Thane – 401 107,
State: Maharashtra.

APPEARANCES:

Management	:	Mr. L. L. D'Souza. 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. L-31025/1/2016 (IR(B-II)) dated 02.02.2016. The terms of reference given in the schedule are as follows:

> *"Whether the action of the management of M/s. Merchant Marine Education & Research Trust in terminating the services of Smt. Vijaya M. Thakkar, Accountant, w.e.f. 31.03.2013 vide termination letter dated 26.03.2013 after her putting in 17 year 11 months services in the establishment, without showing any reason, is just and proper? If not, what relief the disputant workman is entitled to?"*

2. The case is called out today. The Learned Counsel for the respondent Ms. Deepika Agrawal is present before the Court, but no one is present on behalf of the petitioner/workman on repeated calls. From perusal of record, it is apparent that, the petitioner is not responding and attending the Court since 23.04.2020. From perusal of record, it is apparent that, Statement of Claim has been filed by the petitioner, but no other evidence has been filed by the petitioner/workman to prove his case. The petitioner/workman is not coming to the court since long back. It appears that, the petitioner/workman is not interested to contest the case furthermore. The claim of the petitioner/union is not proved. So, the case is closed.

Hence, it is ordered.

ORDER

The action of the management of M/s. Merchant Marine Education & Research Trust in terminating the services of Smt. Vijaya M. Thakkar, Accountant, w.e.f. 31.03.2013 vide termination letter dated 26.03.2013 after her putting in 17 year 11 months services in the establishment, without showing any reason, is just and proper. The disputant workman is not entitled to any relief.

Date-12/03/2026 JUSTICE SHIV SHANKER PRASAD, Presiding Officer/Link Officer

नई दिल्ली, 17 जून, 2026

का.आ. 1257.—औद्योगिक विवाद अधिनियम 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार **भारतीय स्टेट बैंक** के प्रबंधतत्र, संबद्ध नियोजको और उनके कर्मकारो के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय **हैदराबाद** के पंचाट (135/2002) प्रकाशित करती है।

[सं. एल-12012/175/2000-आईआर (बी-I)]

सलोनी, उप निदेशक

New Delhi, the 17th June, 2026

S.O. 1257.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. 135/2002*)* of the *Cent. Govt. Indus. Tribunal-cum-Labour Court Hyderabad* as shown in the Annexure, in the industrial dispute between the management of State Bank of India and their workmen.

[No. L-12012/175/2000– IR (B-I)]

SALONI, Dy. Director

ANNEXURE

In The Central Government Industrial Tribunal Cum Labour Court At Hyderabad

Present: **Sri IRFAN QAMAR**

Presiding Officer

Dated the 13th day of May, 2026

INDUSTRIAL DISPUTE No. 135/2002

[Old ID No.119/2000 of Industrial Tribunal No.I, Hyderabad]

Between:
Sri Gogula Siva Ganganna,
3/84, Near Govt. JR. College,
Pulivendula,
Cuddapah (A.P.)-516001.

… Petitioner

And
The Dy. General Manager,
State Bank of India,
Zonal Office,
Renigunta Road,
Tirupathi(A.P) 517501.

…..Respondent

Appearances:

For the Petitioner : Sri Macherla Rangaiah, Advocate

For the Respondent: Sri Y. Ranjeeth Reddy, Advocate

AWARD

The Government of India, Ministry of Labour by its order No. L-12012/175/2000-IR(B.I) dated 19.09.2000 referred the following dispute under section 10(1)(d) of the I.D. Act, 1947 to Industrial Tribunal No.I, Hyderabad for adjudication and later the same has been transferred to this Tribunal bearing ID No. 119/2000, as per orders of Central Government vide Lr.No.H-11026/1/2001-IR(C.II) dated 18.10.2001, requiring this forum to decide the question:

SCHEDULE

"Whether the action of the State Bank of India, Cuddapah Main Branch justified in terminating Sri Gogula Siva Ganganna, Messenger, from the services of the Bank? If not, what relief he is entitled?"

After receipt of the reference, it was numbered as ID No. 135/2002 and notices were issued to both the Workman and the management.

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

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

that enormous delay has already happened and further action by the Tribunal in this line may be expedited.

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

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

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

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

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

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

3. The factual matrix of instant industrial dispute as narrated by the Workman in his claim statement are that, the Workman joined in the service of the management institution as Messenger from 1990 to 1996, and has rendered unblemished service spreading over a period of about 7 years. The Respondent has terminated services of Workman by oral orders with effect from 1.4.1997. Further, it is submitted that the management of Respondent bank decided to give a chance to temporarily employed personnel "found suitable for permanent appointment" by wait- listing them by offering permanent appointment or waitlisting till such opportunity arises.

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

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

6. Workman submits that there were total five settlements. The settlement dated 17.11.87 is the 1st settlement (Ex M1), settlement dated 16.7.88 is 2nd settlement (Ex M2), settlement dated 27.10.88 is the 3rd settlement (Ex M3), then settlement dated 9.1.91 is 4th settlement and settlement dated 30.7.96 is 5th settlement (Ex M6). In between there is minutes of conciliation proceedings dated 9.6.95 marked as Ex M5. That due to all these settlements which were extended by subsequent settlements

thereby created reasonable expectations in the list of the selected candidates arose with that it's a question of time their appointments or services would be regularized in the services of the bank. The Workman was working with the bank on temporary basis was under the bonafide hope that sooner his services will be regularized with the bank. He is thereby closed all his options elsewhere. It is needless to point out that employing person to whom hope of employment in substantial terms was made is a facet of Article 21 of the Constitution of India.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

17. Respondent contended that, in fact, the case of the Workman can be considered under all the five settlements having got his case considered under provisions of these settlements. All the other provisions and terms of the settlements are also binding on him/her. The Management bank has not violated any of the provisions of the terms of the said settlement. That the very preparation and maintenance of panel is in compliance of the terms agreed under these settlements. These settlements were time bound and they

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

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

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

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

Ex. W1 is the Memorandum of marks. Ex. W2 is the Transfer certificate. Ex. W3 is the Caste Certificate. Ex. W4 is the Service Certificate. Ex. W5 is the call letter of interview. Ex. W6 is the Panel list. Ex. W7 is the Service Certificate. Ex. W8 is the Service Certificate.

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

Ex.M.1 is the Settlement dated 17.11.1987. Ex.M2 is the Settlement dated 16.7.1988. Ex.M3 is the Settlement dated 27.10.1988. Ex.M4 is the Settlement dated 9.1.1991. Ex.M5 is the Minutes of the conciliation proceedings dated 9.6.1995. Ex.M6 is the Settlement dated 30.7.1996. Ex.M7 is the Memorandum of Understanding dt. 27.2.1997. Ex.M8 is the Particulars of 1989 Messengerial Panel.

Ex.M9 is the Particulars of 1989 Non-Messengerial Panel. Ex.M10 is the Particulars of 1992 General Attendant Panel. Ex.M11 is the Judgment of Hon'ble High Court of A.P. in Writ Appeal No.86/98 dt.1.5.1998. Ex.M12 is the Judgment of Hon'ble Supreme Court of India in SLP No. 11886-11888 of 1998 dt.10.8.1998.

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

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

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

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

II. Whether the action of State Bank of India, Cuddapah main branch in terminating the services of Workman Sri G. Siva Ganganna, a Messenger with effect from 31.3.1997 is justified?

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

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

Findings:-

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

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

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

Section 18(1) provides as follows:-

18. Persons on whom settlements and awards are binding.

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

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

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

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

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

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

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

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

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

the date of lapse of both panels on 31.3.1997 as agreed between both the parties and Workman can not challenge any terms of said Agreement.

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

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

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

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

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

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

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

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

Section 25F provides:-

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

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

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

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

Compensation to workmen in case of transfer of undertakings.

Section 25B defines the term continuous service which provides

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

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

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

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

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

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

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

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

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

"It was the case of the Workman that he had worked for more than 240 days in the year concerned. This claim was denied by the appellant. It was for the claimant to lead evidence to show that he had worked for 240 days in the year preceding the date of his termination. He has filed an affidavit. It is statement which is in his favor and that cannot be regarded as sufficient evidence for any Court or Tribunal to come to the conclusion that in fact the claimant had worked for 240 days in a year These aspects were highlighted in

Range Forest Officer v. S.T. Hadimani (2002 (3) SCC 25. No proof of receipt of salary or wages for 240 days or order or record in that regard was produced. Mere non-production of the muster roll for a particular period was not sufficient for the Labour Court held that the Workman had worked for 240 days as claimed."

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

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

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

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

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

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

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

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

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

"I was not sponsored by any Employment Exchange. I did not undergo any regular selection process required for appointment as a Messenger in the Bank."

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

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

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

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

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

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

34. Similarly, office order dated 31.3.1997 is simply a direction to all branches of the Respondent bank by DGM that no further daily labour should be engaged or employed. Therefore, the plea of the Workman that he has been terminated by the aforesaid order dated 25.3.1997, 27.3.1997 and 31.3.1997 from the service by the Respondent is not acceptable. The evidence adduced by the Workman clearly goes to reveal that he had worked as a daily wager for which he has been paid wages according to number of working days. As there was an order for prohibition for engaging temporary workmen, in the bank, therefore, Workman could not be engaged by the Respondent for work from 1.4.1997 and there after. It is settled law that the daily wagers are engaged by the employer depending upon the availability of work and as the work was not available the Workman was not engaged further by the Respondent management. Therefore, the Workman on the ground of number of days he had worked in the Respondent bank cannot

claim any right to reinstate him into the employment. As the Workman failed to prove the mandatory condition of 240 days of continuous service as required under Sec.25F of I.D. Act, 1947. Therefore, the disengagement of Workman from work can not be termed in contravention of provision contained under Sec.25F and 25 B of the I.D. Act, 1947.

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

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

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

37. The Workman has contended that the empanelled list prepared by the Respondent management for appointment of temporary and daily wage Workers to the permanent post cannot lapse unless until it is exhausted by appointing all the empanelled persons and it should continue even after 31.3.1997, i.e., the date fixed for the lapse of panel. It is undisputed that the date of lapse of empanelled list of Workmen has been fixed to 31.3.1997 as mentioned in the settlement dated 30.7.1996, and agreed between the parties.

It is settled law that and once the life of panel list lapses on the date as agreed between the parties it cannot be extended beyond that date. In the instant case the panel list of the workmen was valid upto 31.3.1997 in view of the terms and conditions enumerated in the 5th Settlement entered into between the parties. As the lapse of panel i.e., 31.3.1997 has been agreed by State Bank of India and State Bank of India Staff Federation through 5th Settlement, the Workman is not competent to challenge the same.

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

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

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

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

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

"I applied in response to the advertisement issued by the bank for appointment as Messenger. Further witness states*," I do not know that the panel was prepared by the bank basing on the no. of days of service put in by the temporary employees. I do not know that the senior employees whose names were included in the panel were given regular appointment in the bank." ...*

" I am not having any documents to show that any of my juniors are continuing in the bank."

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

This point is answered against the Workman.

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

This Point is answered accordingly.

AWARD

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

Award is passed accordingly. Transmit.

Typed to my dictation by Smt. K. Phani Gowri, Personal Assistant, transcribed by her, corrected and signed by me on this the 13th day of May, 2026.

IRFAN QAMAR, Presiding Officer

Appendix of evidence

Witnesses examined for the Petitioner	Witnesses examined for the Respondent
WW1: Sri G. Siva Ganganna	MW1: Sri K. Bala Kotaiah

Documents marked for the Petitioner

Ex.W1:	Photocopy of Memorandum of marks
Ex.W2:	Photocopy of Transfer certificate
Ex.W3:	Photocopy of Caste Certificate
Ex.W4:	Photocopy of Service Certificate
Ex.W5:	Photocopy of call letter for interview
Ex.W6:	Photocopy of Panel list
Ex.W7:	Photocopy of Service Certificate
Ex.W8:	Photocopy of Service Certificate

Documents marked for the Respondent

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

नई दिल्ली, 17 जून, 2026

का.आ. 1258.—औद्योगिक विवाद अधिनियम 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार **भारतीय स्टेट बैंक** के प्रबंधतत्र, संबद्ध नियोजको और उनके कर्मकारो के बीच अनुबंध में निर्दिष्ट **औद्योगिक** विवाद में केन्द्रीय सरकार **औद्योगिक** अधिकरण/श्रम न्यायालय **हैदराबाद** के पंचाट (138/2002) प्रकाशित करती है।

[सं. एल-12012/229/2000-आईआर (बी-I)]

सलोनी, उप निदेशक

New Delhi, the 17th June, 2026

S.O. 1258.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. 138/2002*)* of the *Cent. Govt. Indus. Tribunal-cum-Labour Court Hyderabad* as shown in the Annexure, in the industrial dispute between the management of State Bank of India and their workmen.

[No. L-12012/229/2000– IR (B-I)]

SALONI, Dy. Director

ANNEXURE

In The Central Government Industrial Tribunal Cum Labour Court At Hyderabad

Present: **Sri IRFAN QAMAR**

Presiding Officer

Dated the 13th day of May, 2026

INDUSTRIAL DISPUTE No. 138/2002

[Old ID No.130/2000 of Industrial Tribunal No.I, Hyderabad]

Between:

Sri Imam Sab,
Kondakrinda Kattal,
Garladenna(M),
Kallur Distt,
Anantapur(A.P)- 515001.

… Petitioner

And

The Dy. General Manager,
State Bank of India,
Zonal Office,
Renigunta Road,
Tirupathi(A.P) 517501. …..Respondent

Appearances:

For the Petitioner : Sri Macherla Rangaiah, Advocate

For the Respondent : Sri Y. Ranjeeth Reddy, Advocate

AWARD

The Government of India, Ministry of Labour by its order No. L-12012/229/2000-IR(B.I) dated 29.09.2000 referred the following dispute under section 10(1)(d) of the I.D. Act, 1947 to Industrial Tribunal No. I, Hyderabad for adjudication and later the same has been transferred to this Tribunal bearing ID No. 130/2000, as per orders of Central Government vide Lr.No.H-11026/1/2001-IR(C.II) dated 18.10.2001, requiring this forum to decide the question:

SCHEDULE

"Whether the action of the State Bank of India, Kallur Branch is justified in terminating Sri Imam Sab, Sweeper-cum-Water Man, from the services of the Bank? If not, what relief Workman is entitled?"

After receipt of the reference, it was numbered as ID No. 138/2002 and notices were issued to both the Workman and the management.

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

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

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

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

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

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

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

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

3. The factual matrix of instant industrial dispute as narrated by the Workman in his claim statement are that, the Workman joined in the service of the management institution as Messenger from 1984 to 1995, and has rendered unblemished service spreading over a period of about 11 years. The Respondent has terminated services of Workman by oral orders with effect from 1.4.1997. Further, it is submitted that the management of Respondent bank decided to give a chance to temporarily employed personnel "found suitable for permanent appointment" by wait- listing them by offering permanent appointment or waitlisting till such opportunity arises.

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

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

6. Workman submits that there were total five settlements. The settlement dated 17.11.87 is the 1st settlement (Ex M1), settlement dated 16.7.88 is 2nd settlement (Ex M2), settlement dated 27.10.88 is the 3rd settlement (Ex M3), then settlement dated 9.1.91 is 4th settlement and settlement dated 30.7.96 is 5th settlement (Ex M6). In between there is minutes of conciliation proceedings dated 9.6.95 marked as Ex M5. That due to all these settlements which were extended by subsequent settlements

thereby created reasonable expectations in the list of the selected candidates arose with that it's a question of time their appointments or services would be regularized in the services of the bank. The Workman was working with the bank on temporary basis was under the bonafide hope that sooner his services will be regularized with the bank. He is thereby closed all his options elsewhere. It is needless to point out that employing person to whom hope of employment in substantial terms was made is a facet of Article 21 of the Constitution of India.

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

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

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

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

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

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

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

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

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

12. Further, it is submitted that in the clause of Settlement it is specifically mentioned that the workmen to be absorbed/appointed in the bank prohibiting any temporary appointments subsequent to the date of settlement even the authorities want to make temporary appointments that should be made only from among the empanelled can be appointed either for temporary vacancy or permanent vacancy except from among the empanelled candidates like the Workman and that should be continued till they are

absorbed. The management committed unfair labour practices and terminated the services of the candidates with effect from 1.4.1997 which is arbitrary, discriminatory, contrary to their own guidelines and violative of the constitutional provisions which are guaranteed in Chapter-III of the Constitution of India.

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

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

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

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

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

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

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

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

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

20. In order to fortify his claim Workman has examined himself as WW1 and also filed documents in evidence which has been exhibited as Ex.W1 to W7. Further, the Workman has filed photocopies of documents in support of his claim which are discussed as under:-

Ex. W1 is the Service Certificate. Ex. W2 is the call letter of interview. Ex. W3 is the Panel list. Ex. W4 is the Service Certificate. Ex. W5 is the Service Certificate. Ex. W6 is the letter to employment exchange by Respondent. Ex. W7 is the Circular letter dated 14.07.1999.

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

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

dt.1.5.1998. Ex.M12 is the Judgment of Hon'ble Supreme Court of India in SLP No. 11886-11888 of 1998 dt.10.8.1998.

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

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

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

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

II. Whether the action of State Bank of India, Kallur branch in terminating the services of Workman Sri Imam Sab, a Messenger with effect from 31.3.1997 is justified?

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

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

Findings:-

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

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

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

Section 18(1) provides as follows:-

18. Persons on whom settlements and awards are binding.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Section 25F provides:-

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

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

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

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

Compensation to workmen in case of transfer of undertakings.

Section 25B defines the term continuous service which provides

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

In a concurring judgment Pathak J. agreed with this interpretation of section 25B(2). Therefore, both on principle and on precedent it must be held that section 25B(2) comprehends a situation where a Workman

is not in employment for a period of 12 calendar months, but has rendered service for a period of 240 days within the period of 12 calendar months commencing and counting backwards from the relevant date, i.e. the date of retrenchment. If he has, he would be deemed to be in continuous service for a period of one year for the purpose of section 25B and Chapter VA."

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

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

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

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

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

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

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

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

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

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

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

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

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

36. On the other hand, Respondent has contended that the Federation approached Regional Labour Commissioner (Central) for implementation of bipartite settlement in respect of the absorption of temporary employees. The Regional Labour Commissioner (Central) conducted conciliation proceedings and agreement was arrived at between the Federation and the Management bank. It is submitted that it was agreed between the Federation and the Management that both the panels of temporary employees and daily wagers /casual labour would be kept alive upto March, 1997 and the vacancies as agreed to under the afore set out settlements will be filled from both the lists concurrently. A copy of the conciliation proceedings dated 9.6.1995 signed by the parties to the dispute is filed as a material paper. Further, it is submitted that the settlement was arrived at and an agreement was signed between the Federation and the Management bank on 30.7.1996 under Section 2(p) read with Section 18(1) of the Industrial Disputes (Central) Rules 1957 which is binding on the parties. A copy of this agreement which hereinafter may be referred to as 5th settlement for brevity, is also filed as a material paper. The 5th settlement dated 30.7.1996 whereunder the earlier four settlements dated 17.11.1987, 16.7.1988, 27.10.1988 and 9.1.1991 were also referred, it was agreed to, by the Federation and the Management bank that both the panels of temporary employees and daily wagers/casual employees will be kept alive upto March, 1997 for filling the vacancies existing/arrived at as on 31.12.1994 as per the norms agreed to between the bank and Federation and that thereafter the said panels would lapse. It was also agreed that within the framework of the above settlements the modalities about drawing names from either the panel of temporary employees or the panel

of daily wagers and casual labour would be decided administratively on circle to circle basis depending upon the local requirements in consultation with the Federation's affiliate by the Circle management. It was further agreed that all messenger real vacancies/positions in the subordinate cadre including part-time attendants specifically provided as leave reserve will be filled by the end of 31.3.1997. Further, Respondent contended that on 27.2.1997 a memorandum of understanding was also signed between the Federation's affiliate and the bank management regarding the fact that the exercise of identifying the messengerial vacancies as on 31.12.1994 has since been completed by central office and thereby 403 messengerial vacancies were sanctioned to the circle of the Management bank and it was agreed that these vacancies may be filled from 1989 panel of temporary employees after effecting conversion from full time non-messengerial staff in the usual manner and the agreement was reached upon. Further, it was agreed between the Federations affiliate and the management bank that in terms of the settlement dated 30.7.1996 both the panels of temporary employees and daily wagers /casual employees would lapse on 31.3.1997.

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

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

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

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

38. Undisputedly, settlement agreement dated 30.7.1996 was executed between the State Bank of India and State Bank of India Staff Federation and in that settlement it was agreed that both the panels of

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

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

" I applied for appointment as Non-Messenger, in response to the advertisement issued by the bank and the union in the year 1989, ...

Further, Witness states that, "The panel was prepared basing upon the number of days of service, put in by the temporary employees whose names were included in the panel were given regular appointment in the bank in order of their seniority in the panel." Further witness states*, "It is true that I am not having any documents to show that any of my juniors are continuing in service in the bank."*

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

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

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

of Workman for his absorption to the permanent post it is settled law that the Workman can not claim his regularization to permanent post merely on the basis of number of working days.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

47. On the other hand, in support of his contention Respondent has examined witness MW1 and MW1 in chief examination states that, Settlements i.e., on 17.11.1987, 16.7.1988, 27.10.1988, 9.1.1991 were entered into between the SBI and SBI Staff Federation for filling up of the vacancies that arise up to 1994 for those temporary employees who has worked on scale wages. Further, MW1 states that two different panels for messengers and non-messengers as per the eligibility criteria prescribed by the bank. There are four modules in Andhra Pradesh and they are Hyderabad, Tirupathi, Vijayawada and Visakhapatnam. MW1 states that the temporary employees so empanelled were given permanent absorption depending upon the vacancies so arise strictly in terms of the settlement. MW1 states that on 9.6.1995 conciliation proceeding was held before the RLC(C), Hyderabad and in said proceedings it was decided that the panels will be kept live up to 31.3.1997 and vacancies will be filled from both the lists concurrently. A copy of the said minutes of proceedings is Ex.M5. Further, MW1 states that on 30.7.1996 another settlement was entered between the SBI and All India SBI Staff Federation providing for filling up of the vacancies arising up to December 1994 in respect of subordinate cadre and daily wage /casual wage employees out of panel so prepared were to be considered against vacancies arising from January 1995 to December 1996, thereafter the said panels lapse. MW1 states that it was also agreed that all the non- messenger positions in subordinate cadre including part time attendants specially provided as leave reserve will be filled before 31.3.1997 and as regards to non-messengerial positions it is agreed that all such posts sanctioned and fallen vacant up to 31.3.1997 shall be filled before the empanelled list is allowed to lapse. Thus in both the cases empanelled list were lapsed on 1.4.1997. Ex.M6 is the copy of the settlement dated 30.7.1996. Further, witness states that on 27.2.1997 a memorandum of understanding was reached between the SBI and SBI Staff Federation providing that both the panels above mentioned will lapse on 31.3.1997. Ex.M7 is the copy of the memorandum of understanding and Ex.M8 is the copy of the statements giving the particulars of 1989 non-messenger panel, Ex.M9 is the copy of the statement

of 1989 non- messenger panel, Ex.M10 is the copy of statement of 1992 panel. Further, witness states that petitioner was included in the 1989 panel. As the existing vacancies at that time were exhausted and his turn did not come he could not be given permanent employment in the bank as per the agreements. All the appointments were made strictly in accordance with the settlements reached from time to time between SBI and SBI staff federation and as per seniority, number of days of temporary service put in by them in the bank in the given period. Further, MW1 states petitioner was not sponsored by any employment exchange he did not undergo the regular process of selection required for appointment as a regular non-messenger the petitioner has not worked for 240 days in any year in his entire temporary service in the bank. The petitioner and other temporary employees were terminated from service by the bank. Further, MW1 states that the vacancies were filled up on regular basis with the temporary employees from the panels and these panels were expired in terms of the settlements so reached and there were no vacancies to absorb such employees. Thus, witness MW1 has proved the documents Ex.M1 to Ex.M12 and also contentions made in the counter. However, MW1 was cross examined by the Petitioner Counsel. But nothing has been elicited in his cross examination so as to discredit the testimony of the witness MW1 as regards the date of lapse of both the panels on 31.3.1997 and reasons assigned for non-absorption of the Petitioner from the panel list to the permanent post. Moreover the witness MW1 was re-examined by the Respondent and the witness MW1 states that panels were expired in terms of the settlement send absorptions to the extent of the available vacancies were made. There was no termination of any temporary messenger as such but their services were not utilized after the cut off date as the available vacancies were already filled up and most of these Petitioners were not in the service of the bank as on the date of the expiry date of the panels. Therefore, in view of the aforesaid testimony of the MW1 in re-examination in the absence of cross examination remained uncontroverted, the claim of the Workman that he was entitled for absorption in permanent post in the branch of Respondent Management on the basis of panel list is found not established.

This point is answered against the Workman.

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

This Point is answered accordingly.

AWARD

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

Award is passed accordingly. Transmit.

Typed to my dictation by Smt. K. Phani Gowri, Personal Assistant, transcribed by her, corrected and signed by me on this the 13th day of May, 2026.

IRFAN QAMAR, Presiding Officer

Appendix of evidence

Witnesses examined for the Petitioner	Witnesses examined for the Respondent
WW1: Sri Imam Sab	MW1: Sri K. Bala Kotaiah

Documents marked for the Petitioner

Ex.W1:	Photocopy of Service Certificate
Ex.W2:	Photocopy of call letter for interview
Ex.W3:	Photocopy of Panel list
Ex.W4:	Photocopy of Service Certificate
Ex.W5:	Photocopy of Service Certificate
Ex.W6:	Photocopy of letter to employment exchange by Respondent
Ex.W7:	Photocopy of circular letter dated 14.07.1999

Documents marked for the Respondent

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

नई दिल्ली, 17 जून, 2026

का.आ. 1259.—औद्योगिक विवाद अधिनियम 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार **भारतीय स्टेट बैंक** के प्रबंधतत्र, संबद्ध नियोजको और उनके कर्मकारो के बीच अनुबंध में निर्दिष्ट **औद्योगिक** विवाद में केन्द्रीय सरकार **औद्योगिक** अधिकरण/श्रम न्यायालय **हैदराबाद** के पंचाट (140/2002) प्रकाशित करती है।

[सं. एल-12012/44/2000-आईआर (बी-I)]

सलोनी, उप निदेशक

New Delhi, the 17th June, 2026

S.O. 1259.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. 140/2002*)* of the *Cent. Govt. Indus. Tribunal-cum-Labour Court Hyderabad* as shown in the Annexure, in the industrial dispute between the management of State Bank of India and their workmen.

[No. L-12012/44/2000– IR (B-I)]

SALONI, Dy. Director

ANNEXURE

In The Central Government Industrial Tribunal Cum Labour Court At Hyderabad

Present: **Sri IRFAN QAMAR**

Presiding Officer

Dated the 13th day of May, 2026

INDUSTRIAL DISPUTE No. 140/2002

[Old ID No. 33/2000 of Industrial Tribunal No.I, Hyderabad]

Between:

Sri S. Venkateshwarlu,
69/689, Joharapuram,
B. Camp (PO),
Kurnool,
Distt. Kurnool (A.P).

… Petitioner

And

The General Manager,
State Bank of India,
Local Head Office, Bank Street,
Hyderabad(A.P). …..Respondent

Appearances:

For the Petitioner : Sri Macharla Rangaiah, Advocate
For the Respondent: Sri Y. Ranjeeth Reddy, Advocate

AWARD

The Government of India, Ministry of Labour by its order No. L-12012/44/2000-IR(B.I) dated 11.07.2000 referred the following dispute under section 10(1)(d) of the I.D. Act, 1947 to Industrial Tribunal No.I, Hyderabad for adjudication and later the same has been transferred to this Tribunal bearing ID No. 33/2000, as per orders of Central Government vide Lr.No.H-11026/1/2001-IR(C.II) dated 18.10.2001, requiring this forum to decide the question:

SCHEDULE

"Whether the action of State Bank of India, ECIL Branch in terminating Sri S. Venkateshwarlu, Messenger from the services of the Bank by way of oral orders w.e.f 31.03.97 is justified? If not, what relief he is entitled to?"

After receipt of the reference, it was numbered as ID No. 140/2002 and notices were issued to both the Workman and the management.

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

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

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

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

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

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

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

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

3. The factual matrix of instant industrial dispute as narrated by the Workman in his claim statement are that, the Workman joined in the service of the management institution as Messenger from 1990 to 1997, and has rendered unblemished service spreading over a period of about 7 years. The Respondent has terminated services of Workman by oral orders with effect from 1.4.1997. Further, it is submitted that the management of Respondent bank decided to give a chance to temporarily employed personnel "found suitable for permanent appointment" by wait- listing them by offering permanent appointment or waitlisting till such opportunity arises.

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

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

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

7. Further Workman submits that the Government of India issued Circular No. F-3/3/104/87-IR, dated 16.8.1990. Under said circular the chief Executives of all public sector banks including the Management herein were specifically instructed that until the problem of existing temporary employees is fully resolved, no bank is permitted to make any permanent appointments. That some of the persons

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

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

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

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

The approach paper specified that the cases of temporary employees who had put in not less than 240 days of temporary service in 12 consecutive Months and who are entitled to benefit of Section 25-F may be decided by entering into a settlement with the representative union. In respect of temporary employees who had put in less than 240 days of service in 12 consecutive months or less, a settlement could be avoided and however if the Management so desired, they could enter into a conciliation settlement with the representative union. Para 6(h), it is mentioned that only those temporary employees who had put in temporary service of 90 or more days after 1.1 1982 would be eligible for considering under the scheme. Although the Government guidelines envisaged for a settlement in respect of employees who had put in temporary service of 90 or more days, the bank by way of further concession entered into settlements Even in respect of those who had put in less than 90 days. As such, it could be Seen that the settlements are more

beneficial to the temporary employees concerned. The approach paper also specify at para 6(c) that the banks would provide one time opportunity to all the temporary employees and for that purpose temporary employees worked in the bank on or after 1.1.1982 could be considered for re-employment in terms of the scheme. The Respondents have gone further wherein even persons working after 1975 were also considered.

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

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

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

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

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

13. The Workman submits that it is strange as to how the panels were allowed to lapse by a so-called Memorandum of Understanding dated 25.2.1997, that the action of terminating such employees like the Workman by virtue of an impugned oral proceedings without implementing the settlement would be illegal and unfair labour practice which cannot be allowed to be perpetuated. That the discontinuance of the Workman after 31.3.97 who had served in the bank in any capacity amounts to

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

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

15. Discussions were held and on 17.11.1987 an agreement was signed between the federation and the Management bank under Sec. 2(p) read with Sec 18(1) of the Industrial Disputes Act, 1947 read with Rule 58 of Industrial Disputes (Central) Rules 1957. A copy of the said settlement dated 17.11.87 which may be herein after referred as first settlement is filed and 4 categories were made as it has already been mentioned in the claim statement above, it need not be repeated here. In the first settlement, it was agreed that the temporary employees as categorized would be given a chance for being considered for permanent appointment in the bank's service against the vacancies which are likely to arise during the period 1987 to 1991. On 16.7.88 second settlement was arrived between the Federation and the Bank whereby it was agreed to substitute the period of consideration of vacancies as 1987 to 1992 in place of 1987 to 1991 as contemplated under the first settlement dated 17.11.1987. This is the second settlement. A 3rd settlement was entered into on 27.10.88 and it was agreed that the bank's service against the vacancies likely to arise from 1988 to 1992 was to be considered. Government of India vide its letter dated 16.8.90 issued guidelines to all the public sector banks with regard to recruitment and absorption of temporary employees in public sector banks. The said guidelines were issued to implement on the lines of approach paper on the issue provided by a committee constituted in this regard. Government of India guidelines made it clear that all the public sector banks may follow the provisions laid down in the approach paper. The approach paper specified that the cases of temporary service in 12 consecutive months and who are entitled to benefit of Sec.25F of the Industrial Disputes Act, 1947 may be decided by entering into a settlement with the representative union. In respect of temporary employees who had put in less than 240 days of service in 12 consecutive months or less, a settlement could be avoided and however if the Management so desired they could enter into a conciliation settlement with the representative union. In para. 6(h) it is mentioned that only those temporary employees who had put in temporary service of 90 days or more days after 1.1.82 would be eligible for considering under the scheme. Although the Government guidelines envisaged for a settlement in respect of employees who had put in temporary service of 90 days or more

days, the bank by way of a further concession entered into settlements. Even in respect of those who had put in less than 90 days and also the bank went a step further and said those persons who are working after 1975 were also considered. Hence, there was a genuine effort on the part of the Respondent bank to provide as many as possible jobs subject to the availability of the vacancies. However, para 6 (k) of the approach paper made it clear that it is a one time, exercise in full and final, settlement of all the claims and disputes for the past period, in respect of temporary workmen covered by the settlement. Another settlement was entered on 9.1.91 herein after referred as 4th settlement and the time limit was extended upto 1994 and separate panel was prepared for temporary employees, casual/daily wagers. It was agreed that while vacancies arising between 1988 to 1994 in respect of temporary employees and in respect of casual/daily wagers, they can be considered for the vacancies arising between 1995-96 only.

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

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

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

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

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

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

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

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

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

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

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

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

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

II. Whether the action of State Bank of India, ECIL Branch in terminating the services of Workman Sri S. Venkateshwarlu, a Messenger with effect from 31.3.1997 is justified?

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

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

Findings:-

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

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

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

Section 18(1) provides as follows:-

18. Persons on whom settlements and awards are binding.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Section 25F provides:-

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

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

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

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

Compensation to workmen in case of transfer of undertakings.

Section 25B defines the term continuous service which provides

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

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

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

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

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

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

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

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

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

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

days or order or record in that regard was produced. Mere non-production of the muster roll for a particular period was not sufficient for the Labour Court held that the Workman had worked for 240 days as claimed."

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

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

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

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

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

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

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

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

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

"I was not sponsored by any Employment Exchange. ...

I did not undergo the regular process of selection before my engagement as temporary attender in the branch……

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

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

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

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

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

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

34. Similarly, office order dated 31.3.1997 is simply a direction to all branches of the Respondent bank by DGM that no further daily labour should be engaged or employed. Therefore, the plea of the Workman that he has been terminated by the aforesaid order dated 25.3.1997, 27.3.1997 and 31.3.1997 from the service by the Respondent is not acceptable. The evidence adduced by the Workman clearly goes to reveal that he had worked as a daily wager for which he has been paid wages according to number of working days. As there was an order for prohibition for engaging temporary workmen, in the bank,

therefore, Workman could not be engaged by the Respondent for work from 1.4.1997 and there after. It is settled law that the daily wagers are engaged by the employer depending upon the availability of work and as the work was not available the Workman was not engaged further by the Respondent management. Therefore, the Workman on the ground of number of days he had worked in the Respondent bank cannot claim any right to reinstate him into the employment. As the Workman failed to prove the mandatory condition of 240 days of continuous service as required under Sec.25F of I.D. Act, 1947. Therefore, the disengagement of Workman from work can not be termed in contravention of provision contained under Sec.25F and 25 B of the I.D. Act, 1947.

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

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

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

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

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

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

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

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

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

"I applied for appointment as a attender, in response to the advertisement issued by the bank in terms of the settlements entered into between the bank and the union …… Further Witness states that, "The panel was prepared basing upon the number of days of service, put in by the temporary employees. Some of the temp employees whose names were included in the panel were given regular appointment in the bank in the order of their seniority in the panel."

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

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

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

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

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

(ii) The statutory power of the Labour Court or Industrial Court to grant relief to workmen including the status of permanency continues to exist in circumstances where the employer has indulged in an unfair labour practice by not filling up permanent posts even though such posts are available and by continuing

to employ workmen as temporary or daily wage employees despite their performing the same work as regular workmen on lower wages;

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

" 49. If for any reason an adhoc or temporary employee is continued for a fairly long spell, the authorities must consider his case for regularization provided he is eligible and qualified according to the

rules and his service record is satisfactory and his appointment does not run counter to the reservation policy of the state."

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

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

This point is answered against the Workman.

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

This Point is answered accordingly.

AWARD

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

Award is passed accordingly. Transmit.

Typed to my dictation by Smt. K. Phani Gowri, Personal Assistant, transcribed by her, corrected and signed by me on this 13th day of May, 2026.

IRFAN QAMAR, Presiding Officer

Appendix of evidence

Witnesses examined for the Petitioner	Witnesses examined for the Respondent
WW1: Sri S. Venkateshwarlu	MW1: Sri Aluru Rama Rao

Documents marked for the Petitioner

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

Documents marked for the Respondent

Ex.M1:	Photocopy of settlement between Respondent and All India State Bank of India Staff Federation dt.17.11.87
Ex.M2:	Photocopy of settlement between Respondent and All India State Bank of India Staff Federation dt.16.7.88
Ex.M3:	Photocopy of settlement between Respondent and All India State Bank of India Staff Federation dt.27.10.1988
Ex.M4:	Photocopy of settlement between Respondent and All India State Bank of India Staff Federation dt.9.1.1991

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

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

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

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

Ex.M9: Photocopy of statement of 1989 Non-messenger panel

Ex.M10: Photocopy of statement of 1992 panel

Ex.M11: Photocopy of order of Hon'ble High Court in WA No.86/98 dt. 1.5.98

Ex.M12: Photocopy of order in SLP No.11886-11888 of 1998 dated 10.8.98

नई दिल्ली, 17 जून, 2026

का.आ. 1260.—औद्योगिक विवाद अधिनियम 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार **भारतीय स्टेट बैंक** के प्रबंधतत्र, संबद्ध नियोजको और उनके कर्मकारो के बीच अनुबंध में निर्दिष्ट **औद्योगिक** विवाद में केन्द्रीय सरकार **औद्योगिक** अधिकरण/श्रम न्यायालय **हैदराबाद** के पंचाट (165/2002) प्रकाशित करती है।

[सं. एल-12012/90/2000-आईआर (बी-I)]

सलोनी, उप निदेशक

New Delhi, the 17th June, 2026

S.O. 1260.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. 165/2002*)* of the *Cent. Govt .Indus. Tribunal-cum-Labour Court Hyderabad* as shown in the Annexure, in the industrial dispute between the management of State Bank of India and their workmen.

[No. L-12012/90/2000– IR (B-I)]

SALONI, Dy. Director

ANNEXURE

In The Central Government Industrial Tribunal Cum Labour Court At Hyderabad

Present: **Sri IRFAN QAMAR**

Presiding Officer

Dated the 13th day of May, 2026

INDUSTRIAL DISPUTE No. 165/2002

[Old ID No.88/2000 of Industrial Tribunal No.I, Hyderabad]

Between:

Sri A. Chakrapani,

7-162,

Malleswara Road,

Dist. Anantapur.

… Petitioner

And

The Dy. General Manager,

State Bank of India,

Zonal Office,

Renigunta Road,

Tirupathi. …..Respondent

Appearances:

For the Petitioner : Sri Macherla Rangaiah, Advocate

For the Respondent: Sri Y. Ranjeeth Reddy, Advocate

AWARD

The Government of India, Ministry of Labour by its order No. L-12012/90/2000-IR(B.I) dated 19.7.2000 referred the following dispute under section 10(1)(d) of the I.D. Act, 1947 to Industrial Tribunal No.I, Hyderabad for adjudication and later the same has been transferred to this Tribunal bearing ID No.88/2000, as per orders of Central Government vide Lr.No.H-11026/1/2001-IR(C.II) dated 18.10.2001, requiring this forum to decide the question:

SCHEDULE

"Whether the action of the State Bank of India, ADB branch in terminating Sri A. Chakrapani, Messenger, from the services of the Bank by way of oral orders with effect from 31.3.1997 is justified? If not, what relief he is entitled?"

After receipt of the reference, it was numbered as ID No. 165/2002 and notices were issued to both the Workman and the management.

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

" 7. Hearing the learned senior counsel for the SBI and the learned senior counsel for the contesting unofficial Respondents, we see that while the learned single Judge was justified in setting aside the award af the Tribunal, the proper course to be adopted was to remit all the cases to the Tribunal. This we say for reasons more than one. Firstly, in such matters, claims have to be decided on individual basis, as different persons have different claims as to the length of officiation or discharge of duties and functions; quality of engagement, drawings, accounting of the post for each one of them, who have worked etc. All these issues will not be the same in all the cases. Therefore, each case ought to have been directed to be decided by the Tribunal afresh on individual basis. The second and most important aspect is the learned single Judge has in one go ordered re-employment of all the workmen. This is not a relief that could have been granted

without answering the individual issues; each issue relating to each case could not have been decided by the writ Court within the format of its adjudication procedures and scope. The adjudicating body, which has to do that activity, is the Industrial Tribunal. Therefore, we are of the view that while we would sustain the order of the learned singe Judge insofar as it interfered and sets aside the award of the Tribunal, the further findings and directions, issued through the impugned order have to go and the individual cases have to be sent back for consideration of the Tribunal. Such further procedure before the Tribunal will have to be carried forward with the materials already on record and also by affording an opportunity to the persons, who have claims as well as the management to place their rival contentions and further material before the Tribunal. The learned counsel appearing for the workmen are justified in pointing out that enormous delay has already happened and further action by the Tribunal in this line may be expedited.

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

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

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

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

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

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

3. The factual matrix of instant industrial dispute as narrated by the Workman in his claim statement are that, the Workman joined in the service of the management institution as Messenger from 1990 to 1991, and has rendered unblemished service spreading over a period of about 2 years. The Respondent has terminated services of Workman by oral orders with effect from 1.4.1997. Further, it is submitted that the management of Respondent bank decided to give a chance to temporarily employed personnel "found suitable for permanent appointment" by wait- listing them by offering permanent appointment or waitlisting till such opportunity arises.

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

5. The persons who satisfied in all the above 4 categories were to be interviewed by a selection committee and the said selection committee would determine the suitability of the said candidate for permanent appointment. Therefore, the bank prescribed certain qualifications and from among the candidates satisfying the qualifications the suitable candidates were enlisted by a selection committee. The Clause 7 of the said agreement provided with the selected candidate would be wait listed in order of their respective categorization and the selected panel would be valid upto December, 1991. Clause 10 of the settlement specifically provided that henceforth. "there will be no temporary appointments in the subordinate cadre", except on a restrictive basis in the specified category, "from amongst empanelled candidates as per existing guidelines of the bank". The Workman further submits that consequent upon the said agreement and the draft, a notification was issued in the newspapers. The last date for responding to the advertisement was 30.8.1988. A written examination followed by viva-voce in May, 1989 was held. A selected panel was prepared, as per Clause 7 of the agreement, ie. Settlement No.1, the selected panel was to be valid upto December, 1991, the Workman submits that circular was issued on 26.4.91 by the said letter it is mentioned that the terms of the agreement dated 17.11.87 was modified vide second agreement dated 16.7.88 was entered into between the parties. In terms of the said agreement a chance was

to be given, "to all eligible temporary employees for permanent appointments. The appointments were against the vacancies likely to arise during the years 1995-96, circular made it clear that in view of the enormity of the problem an extension of the currency of the panel, eligible temporary employees who have been empanelled could not appear in the earlier interviews and have been pursuing their cases thereafter, "will be given another chance to appear for interview".

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

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

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

would opines that being just fair and reasonable are which obviously is reprehensible and is a facet of unfair labour practice.

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

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

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

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

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

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

11. The Workman submits that in W.P. No.4194/97 filed by the union of temporary employees where in they have complained about the non- implementation of the settlements arrived between the parties

and sought for absorption. Such employees in the bank services on permanent basis before the date fixed for carrying out the terms of settlement, the Court held that the members of the union had been empanelled in the list, they were not regularized and the time was going to run out to the near future and the Respondent bank and its officers cannot escape from the liability of enforcing the settlement which has been reached and therefore directed that the bank and the officers shall implement the settlement dated 17.11.87 as amended from time to time before the expiry of 31.3.97.

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

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

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

15. Discussions were held and on 17.11.1987 an agreement was signed between the federation and the Management bank under Sec. 2(p) read with Sec 18(1) of the Industrial Disputes Act, 1947 read with Rule 58 of Industrial Disputes (Central) Rules 1957. A copy of the said settlement dated 17.11.87 which may be

herein after referred as first settlement is filed and 4 categories were made as it has already been mentioned in the claim statement above, it need not be repeated here. In the first settlement, it was agreed that the temporary employees as categorized would be given a chance for being considered for permanent appointment in the bank's service against the vacancies which are likely to arise during the period 1987 to 1991. On 16.7.88 second settlement was arrived between the Federation and the Bank whereby it was agreed to substitute the period of consideration of vacancies as 1987 to 1992 in place of 1987 to 1991 as contemplated under the first settlement dated 17.11.1987. This is the second settlement. A 3rd settlement was entered into on 27.10.88 and it was agreed that the bank's service against the vacancies likely to arise from 1988 to 1992 was to be considered. Government of India vide its letter dated 16.8.90 issued guidelines to all the public sector banks with regard to recruitment and absorption of temporary employees in public sector banks. The said guidelines were issued to implement on the lines of approach paper on the issue provided by a committee constituted in this regard. Government of India guidelines made it clear that all the public sector banks may follow the provisions laid down in the approach paper. The approach paper specified that the cases of temporary service in 12 consecutive months and who are entitled to benefit of Sec.25F of the Industrial Disputes Act, 1947 may be decided by entering into a settlement with the representative union. In respect of temporary employees who had put in less than 240 days of service in 12 consecutive months or less, a settlement could be avoided and however if the Management so desired they could enter into a conciliation settlement with the representative union. In para. 6(h) it is mentioned that only those temporary employees who had put in temporary service of 90 days or more days after 1.1.82 would be eligible for considering under the scheme. Although the Government guidelines envisaged for a settlement in respect of employees who had put in temporary service of 90 days or more days, the bank by way of a further concession entered into settlements. Even in respect of those who had put in less than 90 days and also the bank went a step further and said those persons who are working after 1975 were also considered. Hence, there was a genuine effort on the part of the Respondent bank to provide as many as possible jobs subject to the availability of the vacancies. However, para 6 (k) of the approach paper made it clear that it is a one time, exercise in full and final, settlement of all the claims and disputes for the past period, in respect of temporary workmen covered by the settlement. Another settlement was entered on 9.1.91 herein after referred as 4th settlement and the time limit was extended upto 1994 and separate panel was prepared for temporary employees, casual/daily wagers. It was agreed that while vacancies arising between 1988 to 1994 in respect of temporary employees and in respect of casual/daily wagers, they can be considered for the vacancies arising between 1995-96 only.

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

direction to consider his candidature for absorption in the Management bank under any rule/law except under the settlement entered into thereon.

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

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

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

20. In order to fortify his claim Workman has examined himself as WW1 and also filed documents in evidence which has been exhibited as Ex.W1 to W2. Further, the Workman has filed photocopies of documents in support of his claim which are discussed as under:-

Ex.W1 is the Service Certificate. Further Ex.W2 is the interview call letter.

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

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

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

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

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

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

II. Whether the action of State Bank of India, ADB branch in terminating the services of Workman Sri A. Chakrapani, a Messenger with effect from 31.3.1997 is justified?

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

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

Findings:-

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

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

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

Section 18(1) provides as follows:-

18. Persons on whom settlements and awards are binding.

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

Therefore, in view of the provision contained u/s.18 (1) I.D. Act, 1947, terms and conditions enumerated in the aforesaid settlements are binding on the parties to the agreement. The Learned Counsel for Workman has argued that the Workman after going through the selection procedure has successfully been listed in the

panel for appointment on the permanent basis in the Respondent management and the empanelled list has to be valid till last person in the empanelled list is appointed on permanent basis. But the impugned order dated 25.3.97, 27.3.97 and 31.3.97, has been issued by Respondent management thereby the services of the Workman has been terminated and the said order is not in consonance of the terms of the agreement entered into between the parties. Further, Workman submits that the Respondent in the 5th settlement has mentioned the date i.e., 31.3.1997 for lapse of empanel list which is illegal and that is not binding upon the Workman. The condition of lapse of empanelment list on 31.3.97 incorporated in the aforesaid 5th settlement, is arbitrary and illegal.

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

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

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

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

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

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

41(1) of the A.P. Act has no jurisdiction what-so-ever either to question or to decide about the validity of any such settlements. If parties to a settlement have a grievance about the validity of a settlement, it is for them to agitate the matter before the appropriate forum and they cannot ask an Authority constituted under Section 41(1) of the A.P. Shops and Establishments Act, 1966 with limited jurisdiction, to go into any such question and, that too, incidentally while deciding whether retirement as per the contract of employment, is legal or not."

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

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

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

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

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

Therefore, in view of the law laid down by the Hon'ble Apex Court as discussed above, the contention of the Workman that the date fixed for lapse of empanelled list on 31.3.1997 for appointment to the permanent post vide 5th Settlement dated 30.7.1996 is arbitrary, illegal is not untenable. The recognized union of Workmen has negotiated with the Respondent Bank Management representing large number of Workmen and the Workman as individual do not come into picture. Workman in the instant case has

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

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

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

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

Section 25F provides:-

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

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

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

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

Compensation to workmen in case of transfer of undertakings.

Section 25B defines the term continuous service which provides

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

36. On the other hand, Respondent has contended that the Federation approached Regional Labour Commissioner (Central) for implementation of bipartite settlement in respect of the absorption of temporary employees. The Regional Labour Commissioner (Central) conducted conciliation proceedings and agreement was arrived at between the Federation and the Management bank. It is submitted that it was agreed between the Federation and the Management that both the panels of temporary employees and daily wagers /casual labour would be kept alive upto March, 1997 and the vacancies as agreed to under the afore set out settlements will be filled from both the lists concurrently. A copy of the conciliation proceedings dated 9.6.1995 signed by the parties to the dispute is filed as a material paper. Further, it is submitted that the settlement was arrived at and an agreement was signed between the Federation and the Management bank on 30.7.1996 under Section 2(p) read with Section 18(1) of the Industrial Disputes (Central) Rules 1957 which is binding on the parties. A copy of this agreement which hereinafter may be referred to as 5th settlement for brevity, is also filed as a material paper. The 5th settlement dated 30.7.1996 whereunder the earlier four settlements dated 17.11.1987, 16.7.1988, 27.10.1988 and 9.1.1991 were also referred, it was agreed to, by the Federation and the Management bank that both the panels of temporary employees and daily wagers/casual employees will be kept alive upto March, 1997 for filling the vacancies existing/arrived at as on 31.12.1994 as per the norms agreed to between the bank and Federation and that thereafter the said panels would lapse. It was also agreed that within the framework of the above settlements the modalities about drawing names from either the panel of temporary employees or the panel

of daily wagers and casual labour would be decided administratively on circle to circle basis depending upon the local requirements in consultation with the Federation's affiliate by the Circle management. It was further agreed that all messenger real vacancies/positions in the subordinate cadre including part-time attendants specifically provided as leave reserve will be filled by the end of 31.3.1997. Further, Respondent contended that on 27.2.1997 a memorandum of understanding was also signed between the Federation's affiliate and the bank management regarding the fact that the exercise of identifying the messengerial vacancies as on 31.12.1994 has since been completed by central office and thereby 403 messengerial vacancies were sanctioned to the circle of the Management bank and it was agreed that these vacancies may be filled from 1989 panel of temporary employees after effecting conversion from full time non-messengerial staff in the usual manner and the agreement was reached upon. Further, it was agreed between the Federations affiliate and the management bank that in terms of the settlement dated 30.7.1996 both the panels of temporary employees and daily wagers /casual employees would lapse on 31.3.1997.

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

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

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

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

38. Undisputedly, settlement agreement dated 30.7.1996 was executed between the State Bank of India and State Bank of India Staff Federation and in that settlement it was agreed that both the panels of

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

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

"I applied in response to the notification issued by the bank as per the settlement entered between the Bank and Union…. Further, witness states*, I do not know that the employees from the panels were given regular appointment as per the settlement as per the seniority….* Further witness states*, I am not having any papers to show that any of my juniors are continuing in service."*

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

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

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

42. In this context the reference of the decision of Hon'ble Supreme Court in the case of **Oil and Natural Gas Corporation vs Krishan Gopal 2020(3) SCALE 272, date of decision 7.2.2020** is

relevant therein Hon'ble Supreme Court have has laid down principle regarding regularization of the Workman on permanent posts. Hon'ble Supreme Court have laid down the prepositions of regularization of the workmen to permanent post is as under:-

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

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

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

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

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

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

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

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

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

Tribunal can not order for regularization of workmen to the permanent post in contravention of the provision of Article 14 of the Constitution of India.

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

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

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

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

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

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

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

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

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

"*Sri Krovvidi Narasimham, the learned counsel for the 2nd respondent contends, supporting the award that it was a permanent vacancy and even though the 2nd respondent was appointed on temporary basis, his services were not liable to be terminated and he was to be regularised into service on permanent basis. Shastry award warrants that no temporary appointment can be made to a permanent post. But the matter is now covered by two division bench judgements dated 28.11.1986 in W.A. No.791 of 1986 and 25.8.1987 in W.A. No.270 of 1982. The ratio decided in the two judgements is to the effect that there cannot be any*

mandate to appoint employees on permanent basis when the requirement was for appointment on temporary basis. But it is held in the said judgements that when a temporary appointee is ousted from service and not for misconduct and, if again temporary appointment is to be made, then, the case of such temporary appointee who was ousted, has got to be considered in accordance with Sec. 25-H of the Act."

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

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

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

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

services were not utilized after the cut off date as the available vacancies were already filled up and most of these Petitioners were not in the service of the bank as on the date of the expiry date of the panels. Therefore, in view of the aforesaid testimony of the MW1 in re-examination in the absence of cross examination remained uncontraverted, the claim of the Workman that he was entitled for absorption in permanent post in the branch of Respondent Management on the basis of panel list is found not established.

This point is answered against the Workman.

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

This Point is answered accordingly.

AWARD

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

Award is passed accordingly. Transmit.

Typed to my dictation by Smt. K. Phani Gowri, Personal Assistant, transcribed by her, corrected and signed by me on this the 13th day of May, 2026.

IRFAN QAMAR, Presiding Officer

Appendix of evidence

Witnesses examined for the Petitioner	Witnesses examined for the Respondent
WW1: Sri A. Chakrapani	MW1: Sri K. Bala Kotaiah

Documents marked for the Petitioner

Ex.W1:	Photocopy of service certificate
Ex.W2:	Photocopy of Call letter for interview

Documents marked for the Respondent

Ex.M1:	Photocopy of settlement between Respondent and All India State Bank of India Staff Federation dt.17.11.87
Ex.M2:	Photocopy of settlement between Respondent and All India State Bank of India Staff Federation dt.16.7.88
Ex.M3:	Photocopy of settlement between Respondent and All India State Bank of India Staff Federation dt.27.10.1988
Ex.M4:	Photocopy of settlement between Respondent and All India State Bank of India Staff Federation dt.9.1.1991
Ex.M5:	Photocopy of conciliation proceedings before the Regional Labour Commissioner(C) dt.9.6.1995
Ex.M6:	Photocopy of settlement between Respondent and All India State Bank of India Staff Federation dt.30.7.1996
Ex.M7:	Photocopy of Memorandum of understanding dt. 27.1.1997
Ex.M8:	Photocopy of statements giving the particulars of 1989 messenger panel.
Ex.M9:	Photocopy of statement of 1989 Non-messenger panel

Ex.M10: Photocopy of statement of 1992 panel

Ex.M11: Photocopy of order of Hon'ble High Court in WA No.86/98 dt. 1.5.98

Ex.M12: Photocopy of order in SLP No.11886-11888 of 1998 dated 10.8.98

नई दिल्ली, 17 जून, 2026

का.आ. 1261.—औद्योगिक विवाद अधिनियम 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार **भारतीय स्टेट बैंक** के प्रबंधतत्र, संबद्ध नियोजको और उनके कर्मकारो के बीच अनुबंध में निर्दिष्ट **औद्योगिक** विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय **हैदराबाद** के पंचाट (164/2002) प्रकाशित करती है।

[सं. एल-12012/79/2000-आईआर (बी-I)]

सलोनी, उप निदेशक

New Delhi, the 17th June, 2026

S.O. 1261.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. 164/2002*)* of the *Cent. Govt. Indus. Tribunal-cum-Labour Court Hyderabad* as shown in the Annexure, in the industrial dispute between the management of State Bank of India and their workmen.

[No. L-12012/79/2000– IR (B-I)]

SALONI, Dy. Director

ANNEXURE

In The Central Government Industrial Tribunal Cum Labour Court At Hyderabad

Present: **Sri IRFAN QAMAR**

Presiding Officer

Dated the 13th day of ay, 2026

INDUSTRIAL DISPUTE No. 164/2002

[Old ID No.75/2000 of Industrial Tribunal No.I, Hyderabad]

Between:

Sri K. Ramanjaneyulu,

505, LIG Housing Board Colony,

Dist. Anantapur (A.P). … Petitioner

And

The Dy. General Manager,

State Bank of India,

Zonal Office,

Renigunta Road,

Tirupathi. …..Respondent

Appearances:

For the Petitioner : Sri Macherla Rangaiah, Advocate

For the Respondent: Sri Y. Ranjeeth Reddy, Advocate

AWARD

The Government of India, Ministry of Labour by its order No. L-12012/79/2000-IR(B.I) dated 17.07.2000 referred the following dispute under section 10(1)(d) of the I.D. Act, 1947 to Industrial Tribunal No.I, Hyderabad for adjudication and later the same has been transferred to this Tribunal bearing ID No.75/2000, as per orders of Central Government vide Lr.No.H-11026/1/2001-IR(C.II) dated 18.10.2001, requiring this forum to decide the question:

SCHEDULE

"Whether the action of the State Bank of India, Anantapur Main branch in terminating Sri K. Ramanjaneyulu, Waterboy, from the services of the Bank by way of oral orders with effect from 31.3.1997 is justified? If not, what relief he is entitled?"

After receipt of the reference, it was numbered as ID No. 164/2002 and notices were issued to both the Workman and the management.

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

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

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

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

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

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

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

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

3. The factual matrix of instant industrial dispute as narrated by the Workman in his claim statement are that, the Workman joined in the service of the management institution as Messenger from 1990 to 1995, and has rendered unblemished service spreading over a period of about 5 years. The Respondent has terminated services of Workman by oral orders with effect from 1.4.1997. Further, it is submitted that the management of Respondent bank decided to give a chance to temporarily employed personnel "found suitable for permanent appointment" by wait- listing them by offering permanent appointment or waitlisting till such opportunity arises.

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

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

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

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

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

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

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

The approach paper specified that the cases of temporary employees who had put in not less than 240 days of temporary service in 12 consecutive Months and who are entitled to benefit of Section 25-F may be decided by entering into a settlement with the representative union. In respect of temporary employees who had put in less than 240 days of service in 12 consecutive months or less, a settlement could be avoided and however if the Management so desired, they could enter into a conciliation settlement with the representative union. Para 6(h), it is mentioned that only those temporary employees who had put in temporary service of 90 or more days after 1.1 1982 would be eligible for considering

under the scheme. Although the Government guidelines envisaged for a settlement in respect of employees who had put in temporary service of 90 or more days, the bank by way of further concession entered into settlements Even in respect of those who had put in less than 90 days. As such, it could be Seen that the settlements are more beneficial to the temporary employees concerned. The approach paper also specify at para 6(c) that the banks would provide one time opportunity to all the temporary employees and for that purpose temporary employees worked in the bank on or after 1.1.1982 could be considered for re-employment in terms of the scheme. The Respondents have gone further wherein even persons working after 1975 were also considered.

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

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

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

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

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

13. The Workman submits that it is strange as to how the panels were allowed to lapse by a so-called Memorandum of Understanding dated 25.2.1997, that the action of terminating such employees like the Workman by virtue of an impugned oral proceedings without implementing the settlement would be illegal and unfair labour practice which cannot be allowed to be perpetuated. That the

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

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

15. Discussions were held and on 17.11.1987 an agreement was signed between the federation and the Management bank under Sec. 2(p) read with Sec 18(1) of the Industrial Disputes Act, 1947 read with Rule 58 of Industrial Disputes (Central) Rules 1957. A copy of the said settlement dated 17.11.87 which may be herein after referred as first settlement is filed and 4 categories were made as it has already been mentioned in the claim statement above, it need not be repeated here. In the first settlement, it was agreed that the temporary employees as categorized would be given a chance for being considered for permanent appointment in the bank's service against the vacancies which are likely to arise during the period 1987 to 1991. On 16.7.88 second settlement was arrived between the Federation and the Bank whereby it was agreed to substitute the period of consideration of vacancies as 1987 to 1992 in place of 1987 to 1991 as contemplated under the first settlement dated 17.11.1987. This is the second settlement. A 3rd settlement was entered into on 27.10.88 and it was agreed that the bank's service against the vacancies likely to arise from 1988 to 1992 was to be considered. Government of India vide its letter dated 16.8.90 issued guidelines to all the public sector banks with regard to recruitment and absorption of temporary employees in public sector banks. The said guidelines were issued to implement on the lines of approach paper on the issue provided by a committee constituted in this regard. Government of India guidelines made it clear that all the public sector banks may follow the provisions laid down in the approach paper. The approach paper specified that the cases of temporary service in 12 consecutive months and who are entitled to benefit of Sec.25F of the Industrial Disputes Act, 1947 may be decided by entering into a settlement with the representative union. In respect of temporary employees who had put in less than 240 days of service in 12 consecutive months or less, a settlement could be avoided and however if the Management so desired they could enter into a conciliation settlement with the representative union. In para. 6(h) it is mentioned that only those temporary employees who had put in temporary service of 90 days or more days after 1.1.82 would be eligible for considering under the scheme. Although the Government guidelines

envisaged for a settlement in respect of employees who had put in temporary service of 90 days or more days, the bank by way of a further concession entered into settlements. Even in respect of those who had put in less than 90 days and also the bank went a step further and said those persons who are working after 1975 were also considered. Hence, there was a genuine effort on the part of the Respondent bank to provide as many as possible jobs subject to the availability of the vacancies. However, para 6 (k) of the approach paper made it clear that it is a one time, exercise in full and final, settlement of all the claims and disputes for the past period, in respect of temporary workmen covered by the settlement. Another settlement was entered on 9.1.91 herein after referred as 4th settlement and the time limit was extended upto 1994 and separate panel was prepared for temporary employees, casual/daily wagers. It was agreed that while vacancies arising between 1988 to 1994 in respect of temporary employees and in respect of casual/daily wagers, they can be considered for the vacancies arising between 1995-96 only.

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

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

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

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

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

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

Ex.W1 is the notification. Further Ex.W2 is the Panel list. Ex.W3 is the Service Certificate. Ex.W4 is the service certificate.

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

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

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

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

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

I. Whether the 1st settlement dated 17.11.1987, 2nd settlement dated 16.7.1988, 3rd settlement dated 27.10.1988, 4th settlement dated 9.1.1991 and 5th settlement dated 30.7.1996 entered

into between State Bank of India and All India State Bank of India Staff Federation and also Memorandum of Understanding are binding upon both the parties?

II. Whether the action of State Bank of India, Anantapur branch in terminating the services of Workman Sri K. Ramanjaneyulu, a Messenger with effect from 31.3.1997 is justified?

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

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

Findings:-

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

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

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

Section 18(1) provides as follows:-

18. Persons on whom settlements and awards are binding.

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

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

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

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

Thus, from the contents of the aforesaid letter, it manifest that Head Office of State Bank of India vide letter dated 25.3.1997 has issued direction to all its branches not to make any temporary appointments in messengerial category from 1.4.1997 due to reason of lapse of both panels i.e., 1989 & 1992 on 31.3.1997 as per terms of settlements entered into by both parties. Further, the contents of the subsequent letter dated 27.3.1997 issued by Respondent Management is also direction to Branch Manager, State Bank of India not to make any temporary messengerial category appointment with effect from 1.4.1997 and it has also been communicated to all concerned that the panels of temporary employees and daily wagers maintained by Zonal offices stand lapsed from 31.1.1997. Further, office order dated 31.3.1997 has been issued by Respondent management that goes to reveal that the said office order has been issued to this effect that,

"Consequent on absorption of temporary employees in permanent cadre, it has been decided by the competent authority that no one onwards, no further daily labour or temporary employees/appointments should be resorted to/engaged/employed." Therefore, it reflects from the contents of the aforesaid orders that the temporary appointment in messengerial category and daily labour has been stopped by the Respondent management with effect from 1.4.1997 because of the lapsed of panel of temporary workers and daily wagers by 31.3.1997. The agreement for lapse of both the panels on 31.3.1997 is contained in the 5th settlement which has been arrived at between the parties on dated 30.7.1996 with the consensus of both the parties. Therefore, Workman can not challenge the terms and conditions contained in settlement dated 30.7.1996 regarding lapse of panel on 31.3.1997 as agreed between State Bank of India and State Bank of India Staff Federation. As per provision contained u/s.18(1) of I.D. Act, 1947 the said Agreement dated 30.7.1996 is binding on both the parties.

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

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

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

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

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

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

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

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

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

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

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

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

Section 25F provides:-

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

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

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

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

Compensation to workmen in case of transfer of undertakings.

Section 25B defines the term continuous service which provides

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

"I was not sponsored by any employment exchange. I did not undergo the regular process of selection before my temporary appointment in the bank."

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

Thus, it is clear from the testimony of WW1 that the Workman had not worked for 240 days continuously in any 12 months of a calendar year just preceding from the date of his termination in the Respondent bank. Therefore, Workman failed to establish his plea by his oral and documentary evidence that he had worked for 240 days continuously in calendar year just preceding from the date of his termination i.e., 31.3.1997. Thus, the claim of the Workman that he has been terminated by oral order without issuing notice or payment in lieu after termination, in contravention of Section 25 F of Industrial Disputes Act, 1947 is not tenable. However the documents filed by the Workman in support of his claim, number of days worked

with the Respondent goes to reveal that the Workman had worked intermittently as daily wager depending upon availability of work in branch. Workman did not file any document of appointment letter or salary slips in support of his claim for appointment as a non-messenger in the Respondent branch on temporary basis.

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

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

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

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

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

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

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

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

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

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

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

"Till 1982, the branches of the appellant Bank in Calcutta region were recruiting persons locally to work as temporary attenders in leave vacancies. In view of the revised procedure prescribed by the Government of India in respect of such temporary appointments, the Calcutta regional office of the appellant Bank

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

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

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

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

"I applied in response to an advertisement issued by the bank as per the settlements…. Further, witness states*, "The panels were prepared on the basis of the number of days of service of the temporary employees and the temporary employees from the panels were given regular appointment as per the settlement in order of their seniority. ….* Further witness states*, no person who is my junior is continuing in service."*

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

evidence of jumbling in the panel list to make appointment of any permanent Workman in breach of the seniority. Therefore, I am constrained to hold that the Respondent Management has appointed the workmen from panel list in order of seniority and there is no jumbling of workmen in the panel list before it got lapsed on 31.3.1997.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

all such posts sanctioned and fallen vacant up to 31.3.1997 shall be filled before the empanelled list is allowed to lapse. Thus in both the cases empanelled list were lapsed on 1.4.1997. Ex.M6 is the copy of the settlement dated 30.7.1996. Further, witness states that on 27.2.1997 a memorandum of understanding was reached between the SBI and SBI Staff Federation providing that both the panels above mentioned will lapse on 31.3.1997. Ex.M7 is the copy of the memorandum of understanding and Ex.M8 is the copy of the statements giving the particulars of 1989 non-messenger panel, Ex.M9 is the copy of the statement of 1989 non- messenger panel, Ex.M10 is the copy of statement of 1992 panel. Further, witness states that petitioner was included in the 1989 panel. As the existing vacancies at that time were exhausted and his turn did not come he could not be given permanent employment in the bank as per the agreements. All the appointments were made strictly in accordance with the settlements reached from time to time between SBI and SBI staff federation and as per seniority, number of days of temporary service put in by them in the bank in the given period. Further, MW1 states petitioner was not sponsored by any employment exchange he did not undergo the regular process of selection required for appointment as a regular non-messenger the petitioner has not worked for 240 days in any year in his entire temporary service in the bank. The petitioner and other temporary employees were terminated from service by the bank. Further, MW1 states that the vacancies were filled up on regular basis with the temporary employees from the panels and these panels were expired in terms of the settlements so reached and there were no vacancies to absorb such employees. Thus, witness MW1 has proved the documents Ex.M1 to Ex.M12 and also contentions made in the counter. However, MW1 was cross examined by the Petitioner Counsel. But nothing has been elicited in his cross examination so as to discredit the testimony of the witness MW1 as regards the date of lapse of both the panels on 31.3.1997 and reasons assigned for non-absorption of the Petitioner from the panel list to the permanent post. Moreover the witness MW1 was re-examined by the Respondent and the witness MW1 states that panels were expired in terms of the settlement send absorptions to the extent of the available vacancies were made. There was no termination of any temporary messenger as such but their services were not utilized after the cut off date as the available vacancies were already filled up and most of these Petitioners were not in the service of the bank as on the date of the expiry date of the panels. Therefore, in view of the aforesaid testimony of the MW1 in re-examination in the absence of cross examination remained uncontraverted, the claim of the Workman that he was entitled for absorption in permanent post in the branch of Respondent Management on the basis of panel list is found not established.

This point is answered against the Workman.

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

This Point is answered accordingly.

AWARD

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

Award is passed accordingly. Transmit.

Typed to my dictation by Smt. K. Phani Gowri, Personal Assistant, transcribed by her, corrected and signed by me on this the 13th day of May, 2026.

IRFAN QAMAR, Presiding Officer

Appendix of evidence

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

Documents marked for the Petitioner

Ex.W1: Photocopy of notification

Ex.W2: Photocopy of Panel list

Ex.W3: Photocopy of Service Certificate

Ex.W4: Photocopy of Service Certificate

Documents marked for the Respondent

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

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

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

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

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

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

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

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

Ex.M9: Photocopy of statement of 1989 Non-messenger panel

Ex.M10: Photocopy of statement of 1992 panel

Ex.M11: Photocopy of order of Hon'ble High Court in WA No.86/98 dt. 1.5.98

Ex.M12: Photocopy of order in SLP No.11886-11888 of 1998 dated 10.8.98

नई दिल्ली, 17 जून, 2026

का.आ. 1262.—औद्योगिक विवाद अधिनियम 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार **भारतीय स्टेट बैंक** के प्रबंधतत्र, संबद्ध नियोजको और उनके कर्मकारो के बीच अनुबंध में निर्दिष्ट **औद्योगिक** विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय **हैदराबाद** के पंचाट (185/2001) प्रकाशित करती है।

[सं. एल-12012/75/2001-आईआर (बी-I)]

सलोनी, उप निदेशक

New Delhi, the 17th June, 2026

S.O. 1262.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. 185/2001*)* of the *Cent. Govt. Indus. Tribunal-cum-Labour Court Hyderabad* as shown in the Annexure, in the industrial dispute between the management of State Bank of India and their workmen.

[No. L-12012/75/2001– IR (B-I)]

SALONI, Dy. Director

ANNEXURE

In The Central Government Industrial Tribunal Cum Labour Court At Hyderabad

Present: **Sri IRFAN QAMAR**

Presiding Officer

Dated the 13th day of May, 2026

INDUSTRIAL DISPUTE No. 185/2001

Between:

Sri Malakummari Ravinder,
S/o Veeramallu,
H.No. 9-4-64,
Giramjipet near water tank,
Warangal 506002. (A.P) … Petitioner

And

The Asst. Chief General Manager,
(Personnel & HRD Deptt)
State Bank of India,
Local Head Office, Bank Street,
Koti (A.P)
Hyderabad-500 095. …..Respondent

Appearances:

For the Petitioner : Sri Macherla Rangaiah, Advocate

For the Respondent: Sri T.Koteswara Rao, Advocate

AWARD

The Government of India, Ministry of Labour by its order No. L-12012/75/2001-IR(B.I) dated 10.8.2001 referred the following dispute under section 10(1)(d) of the I.D. Act, 1947 requiring this forum to decide the question:

SCHEDULE

> "Whether the action of the management of State Bank of India, Local Head Office, Hyderabad in terminating the services of Sri Malakummari Ravinder, Ex-Temp Messenger, SBI, Hanumakonda Branch Warangal Dist (A.P) with effect from 31.3.1997 is justified? If not, what relief the applicant is entitled?"

The reference is numbered in this Tribunal as I.D. No. 185/2001 and notices were issued to the parties concerned.

2. Petitioner has filed his claim statement and as per his claim he has worked continuously in the Respondent organization during the period from 1987 to 1997 but, his services has been terminated without any reasonable ground or following any principle and in violation of provision of ID Act and prayed to reinstate him with all benefits from the date of his actual termination.

3. Respondent has filed the counter wherein he has denied the allegations made in claim statement by the petitioner and contended that Petitioner had not worked for 240 days in 12 months of any calendar year just preceding from date of termination. Therefore, the provision of Sec.25F of I.D. Act, 1947 is not applicable to the Petitioner case and his claim statement is liable to be dismissed.

4. Perused the record. As per provision contained u/s.25F of the Act, the workman has to put in 240 days continuous service just preceding from the date of his termination in a 12 month of a calendar year. But, despite sufficient opportunity petitioner failed to adduce any oral or documentary evidence in

support of his claim of 240 days of the service in a calendar year just preceding from the date of his termination. Therefore, the claim of the Petitioner is not substantiated by any oral or documentary evidence. Therefore, 'No Claim' award is passed. Reference is answered accordingly.

Award is passed. Transmit.

Typed to my dictation by Smt. K. Phani Gowri, Personal Assistant, transcribed by her, corrected and signed by me on this the 13th day of May, 2026.

IRFAN QAMAR, Presiding Officer

Appendix of evidence

Witnesses examined for the Petitioner	Witnesses examined for the Respondent

Documents marked for the Petitioner

NIL

Documents marked for the Respondent

NIL

नई दिल्ली, 17 जून, 2026

का.आ. 1263.— औद्योगिक विवाद अधिनियम 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार **भारतीय स्टेट बैंक** के प्रबंधतत्र, संबद्ध नियोजको और उनके कर्मकारो के बीच अनुबंध में निर्दिष्ट **औद्योगिक** विवाद में केन्द्रीय सरकार **औद्योगिक** अधिकरण/श्रम न्यायालय **हैदराबाद** के पंचाट (215/2001) प्रकाशित करती है।

[सं. एल-12012/97/2001-आईआर (बी-I)]

सलोनी, उप निदेशक

New Delhi, the 17th June, 2026

S.O. 1263.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. 215/2001*)* of the *Cent. Govt. Indus. Tribunal-cum-Labour Court Hyderabad* as shown in the Annexure, in the industrial dispute between the management of State Bank of India and their workmen.

[No. L-12012/97/2001– IR (B-I)]

SALONI, Dy. Director

ANNEXURE

In The Central Government Industrial Tribunal Cum Labour Court At Hyderabad

Present: **Sri IRFAN QAMAR**

Presiding Officer

Dated the 13th day of May, 2026

INDUSTRIAL DISPUTE No. 215/2001

Between:

Sri K. Nageswara Rao,
C/o P. Purnachandra Rao,
Pambalayagudem,
Bypass Road,
Near Anjaneyaswamy Temple,
Machilipatnam,
Krishna Distt. … Petitioner

And

The Asst. General Manager,

State Bank of India,

Zonal Office, Region-II,

Labbipet,

Vijayawada(A.P). …..Respondent

Appearances:

For the Petitioner : Sri Macherla Rangaiah, Advocate

For the Respondent: Sri T.Koteswara Rao, Advocate

AWARD

The Government of India, Ministry of Labour by its order No. L-12012/97/2001-IR(B.I) dated 07.09.2001 referred the following dispute under section 10(1)(d) of the I.D. Act, 1947 requiring this forum to decide the question:

SCHEDULE

"Whether the action of the management of State Bank of India, Vijayawada Zone in dismissing services of Sri K. Nageswara Rao, Ex-Messenger, is justified? If not, what relief the workman is entitled?"

After receipt of the reference, it was numbered as ID No. 215/2001 and notices were issued to both the Workman and the management.

2. The perusal of the claim statement filed by the Petitioner as well as the counter of the Respondent goes to reveal that this matter pertains to the termination of the Petitioner from service by the Respondent. The Appropriate government has not referred any industrial dispute to this Tribunal for adjudication in respect of termination of Petitioner.

Section 10 (4) provides:-

"*10(4):-Where in an order referring an industrial dispute to [a Labour Court, Tribunal or National Tribunal] under this section or in a subsequent order, the appropriate Government has specified the points of dispute for adjudication, [the Labour Court or the Tribunal or the National Tribunal, as the case may be,] shall confine its adjudication to those points and matters incidental thereto."*

Thus, in view of the above provision the Industrial Tribunal cannot decide a dispute not explicitly referred to it by the appropriate Government as it's jurisdiction under Section 10 (4) of ID Act, 1947 is confined to the specific point of dispute mentioned in the reference order and matter incidental there to. If the reference is for dismissal but the matter pertains to the termination, the Tribunal must strictly stick to the referred terms.

3. Therefore, in view of the provision contained under Section 10(4) of the I.D.Act, 1947, there is no reference of the industrial dispute regarding termination of the Petitioner for adjudication before this Tribunal. The reference of dispute herein pertain to the dismissal of the Petitioner from service. Therefore, this Tribunal cannot adjudicate the dispute in the absence of reference of termination of Petitioner. Thus, Reference is answered accordingly.

Award is passed accordingly. Transmit.

Typed to my dictation by Smt. K. Phani Gowri, Personal Assistant, transcribed by her, corrected and signed by me on this the 13th day of May, 2026.

IRFAN QAMAR, Presiding Officer

Appendix of evidence

Witnesses examined for the Petitioner	Witnesses examined for the Respondent
NIL	NIL

Documents marked for the Petitioner

NIL

Documents marked for the Respondent

NIL

नई दिल्ली, 17 जून, 2026

का.आ. 1264.— औद्योगिक विवाद अधिनियम 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार **भारतीय स्टेट बैंक** के प्रबंधतत्र, संबद्ध नियोजको और उनके कर्मकारो के बीच अनुबंध में निर्दिष्ट **औद्योगिक** विवाद में केन्द्रीय सरकार **औद्योगिक** अधिकरण/श्रम न्यायालय **हैदराबाद** के पंचाट (196/2002) प्रकाशित करती है।

[सं. एल-12012/63/2000-आईआर (बी-I)]

सलोनी, उप निदेशक

New Delhi, the 17th June, 2026

S.O. 1264.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. 196/2002*)* of the *Cent. Govt. Indus. Tribunal-cum-Labour Court Hyderabad* as shown in the Annexure, in the industrial dispute between the management of State Bank of India and their workmen.

[No. L-12012/63/2000– IR (B-I)]

SALONI, Dy. Director

ANNEXURE

In The Central Government Industrial Tribunal Cum Labour Court At Hyderabad

Present: **Sri IRFAN QAMAR**

Presiding Officer

Dated the 13th day of May, 2026

INDUSTRIAL DISPUTE No. 196/2002

[Old ID No.41/2000 of Industrial Tribunal No.I, Hyderabad]

Between:

Sri Badda Shyam Sunder,

S/o B. Ashaiah,

H.No. 10-2-14/21,

Shivaji Nagar,

Nizamabad 503001.

… Petitioner

And

The Asst. General Manager,

(Personnel & HRD Deptt)

State Bank of India,

Local Head Office, Bank Street,

Koti,

Hyderabad-500 095. …..Respondent

Appearances:

For the Petitioner : Sri Macherla Rangaiah, Advocate

For the Respondent: Sri Y. Ranjeeth Reddy, Advocate

AWARD

The Government of India, Ministry of Labour by its order No. L-12012/63/2000-IR(B.I) dated 14.07.2000 referred the following dispute under section 10(1)(d) of the I.D. Act, 1947 to Industrial Tribunal No. I, Hyderabad for adjudication and later the same has been transferred to this Tribunal bearing ID No.41/2000, as per orders of Central Government vide Lr.No.H-11026/1/2001-IR(C.II) dated 18.10.2001, requiring this forum to decide the question:

SCHEDULE

"Whether the action of the management of State Bank of India, Local Head Office, Hyderabad in terminating the services of Sri B. Shyam Sunder, Ex.Temporary/Messenger, by way of oral orders with effect from 31.3.1997 is justified? If not, what relief he is entitled?"

After receipt of the reference, it was numbered as ID No. 196/2002 and notices were issued to both the Workman and the management.

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

" 7. Hearing the learned senior counsel for the SBI and the learned senior counsel for the contesting unofficial Respondents, we see that while the learned single Judge was justified in setting aside the award af the Tribunal, the proper course to be adopted was to remit all the cases to the Tribunal. This we say for reasons more than one. Firstly, in such matters, claims have to be decided on individual basis, as different persons have different claims as to the length of officiation or discharge of duties and functions; quality of engagement, drawings, accounting of the post for each one of them, who have worked etc. All these issues will not be the same in all the cases. Therefore, each case ought to have been directed to be decided by the Tribunal afresh on individual basis. The second and most important aspect is the learned single Judge has in one go ordered re-employment of all the workmen. This is not a relief that could have been granted without answering the individual issues; each issue relating to each case could not have been decided by the writ Court within the format of its adjudication procedures and scope. The adjudicating body, which

has to do that activity, is the Industrial Tribunal. Therefore, we are of the view that while we would sustain the order of the learned singe Judge insofar as it interfered and sets aside the award of the Tribunal, the further findings and directions, issued through the impugned order have to go and the individual cases have to be sent back for consideration of the Tribunal. Such further procedure before the Tribunal will have to be carried forward with the materials already on record and also by affording an opportunity to the persons, who have claims as well as the management to place their rival contentions and further material before the Tribunal. The learned counsel appearing for the workmen are justified in pointing out that enormous delay has already happened and further action by the Tribunal in this line may be expedited.

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

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

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

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

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

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

3. The factual matrix of instant industrial dispute as narrated by the Workman in his claim statement are that, the Workman joined in the service of the management institution as Messenger from 1985 to 1996, and has rendered unblemished service spreading over a period of about 8 years. The Respondent has terminated services of Workman by oral orders with effect from 1.4.1997. Further, it is submitted that the management of Respondent bank decided to give a chance to temporarily employed personnel "found suitable for permanent appointment" by wait- listing them by offering permanent appointment or waitlisting till such opportunity arises.

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

5. The persons who satisfied in all the above 4 categories were to be interviewed by a selection committee and the said selection committee would determine the suitability of the said candidate for permanent appointment. Therefore, the bank prescribed certain qualifications and from among the candidates satisfying the qualifications the suitable candidates were enlisted by a selection committee. The Clause 7 of the said agreement provided with the selected candidate would be wait listed in order of their respective categorization and the selected panel would be valid upto December, 1991. Clause 10 of the settlement specifically provided that henceforth. "there will be no temporary appointments in the subordinate cadre", except on a restrictive basis in the specified category, "from amongst empanelled candidates as per existing guidelines of the bank". The Workman further submits that consequent upon the said agreement and the draft, a notification was issued in the newspapers. The last date for responding to the advertisement was 30.8.1988. A written examination followed by viva-voce in May, 1989 was held. A selected panel was prepared, as per Clause 7 of the agreement, ie. Settlement No.1, the selected panel was to be valid upto December, 1991, the Workman submits that circular was issued on 26.4.91 by the said letter it is mentioned that the terms of the agreement dated 17.11.87 was modified vide second agreement dated 16.7.88 was entered into between the parties. In terms of the said agreement a chance was to be given, "to all eligible temporary employees for permanent appointments. The appointments were against the vacancies likely to arise during the years 1995-96, circular made it clear that in view of the enormity of the problem an extension of the currency of the panel, eligible temporary employees who have

been empanelled could not appear in the earlier interviews and have been pursuing their cases thereafter, "will be given another chance to appear for interview".

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

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

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

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

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

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

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

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

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

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

been reached and therefore directed that the bank and the officers shall implement the settlement dated 17.11.87 as amended from time to time before the expiry of 31.3.97.

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

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

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

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

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

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

17. Respondent contended that, in fact, the case of the Workman can be considered under all the five settlements having got his case considered under provisions of these settlements. All the other provisions and terms of the settlements are also binding on him/her. The Management bank has not violated any of the provisions of the terms of the said settlement. That the very preparation and maintenance of panel is

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

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

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

20. In order to fortify his claim Workman has examined himself as WW1 and also filed documents in evidence which has been exhibited as Ex.W1 to W14. Further, the Workman has filed photocopies of documents in support of his claim which are discussed as under:-

Ex.W1 is the notification. Further Ex.W2 is the interview call letter. Ex.W3 is the panel list. Ex.W4 is the service certificate. Ex.W5 is the service certificate. Ex.W6 is the service certificate. Ex. W7 is the Service Certificate. Ex. W8 is the Service Certificate. Ex. W9 is the Service Certificate. Ex. W10 is the Service Certificate. Ex. W11 is the Service Certificate. Ex. W12 is the Service Certificate. Ex. W13 is the letter to employment exchange by Respondent. Ex.W14 is the audit report dated 14.7.99

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

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

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

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

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

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

II. Whether the action of State Bank of India, Hyderabad in terminating the services of Workman Sri Badda Shyam Sunder, a Messenger with effect from 31.3.1997 is justified?

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

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

Findings:-

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

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

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

Section 18(1) provides as follows:-

18. Persons on whom settlements and awards are binding.

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

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

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

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

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

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

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

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

It is not the case of Workman that aforesaid settlements are vitiated by undue influence or misrepresentation or coercion on the part of the management. If the Workman feeling aggrieved by any terms of settlement/ agreement on the aforementioned grounds then he can challenge of settlement before

a competent authority under the Act, 1947. But here in the instant matter it is not a case of Workman that aforementioned settlement has been entered into between the parties on the ground of undue influence or misrepresentation or coercion. Therefore, Workman is barred to raise any objection in respect of fixing the date of lapse of both panels on 31.3.1997 as agreed between both the parties and Workman can not challenge any terms of said Agreement.

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

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

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

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

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

vacancy of post likely to arise upto 31.3.1997, have a binding force on Workman as well as management of State Bank of India in view of provision contained under section 18 (1) of I.D. Act, 1947.

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

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

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

Section 25F provides:-

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

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

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

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

Compensation to workmen in case of transfer of undertakings.

Section 25B defines the term continuous service which provides

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

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

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

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

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

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

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

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

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

"It was the case of the Workman that he had worked for more than 240 days in the year concerned. This claim was denied by the appellant. It was for the claimant to lead evidence to show that he had worked for

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

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

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

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

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

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

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

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

29. Now, in view of the provision contained under Section 25 F and law laid down by the Hon'ble Apex Court, we have to examine whether the Workman has discharged his initial burden of proof in

respect of his claim of 240 days continuous service in a calendar year just preceding from the date of his termination i.e., 31.3.1997.

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

"I was not sponsored by any employment exchange. I did not under go the regular process of selection before my engagement of a temporary Messenger in the branch.."

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

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

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

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

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

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

34. Similarly, office order dated 31.3.1997 is simply a direction to all branches of the Respondent bank by DGM that no further daily labour should be engaged or employed. Therefore, the plea of the Workman that he has been terminated by the aforesaid order dated 25.3.1997, 27.3.1997 and 31.3.1997 from the service by the Respondent is not acceptable. The evidence adduced by the Workman clearly goes to reveal that he had worked as a daily wager for which he has been paid wages according to number of working days. As there was an order for prohibition for engaging temporary workmen, in the bank, therefore, Workman could not be engaged by the Respondent for work from 1.4.1997 and there after. It

is settled law that the daily wagers are engaged by the employer depending upon the availability of work and as the work was not available the Workman was not engaged further by the Respondent management. Therefore, the Workman on the ground of number of days he had worked in the Respondent bank cannot claim any right to reinstate him into the employment. As the Workman failed to prove the mandatory condition of 240 days of continuous service as required under Sec.25F of I.D. Act, 1947. Therefore, the disengagement of Workman from work can not be termed in contravention of provision contained under Sec.25F and 25 B of the I.D. Act, 1947.

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

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

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

37. The Workman has contended that the empanelled list prepared by the Respondent management for appointment of temporary and daily wage Workers to the permanent post cannot lapse unless until it is

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

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

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

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

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

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

"I applied for appointment as Attender temporary, in response to an advertisement issued by the bank in terms of the settlements entered into between the bank and the Union…. Further, witness states*, The panel was prepared basing upon the number of days of service put in by the temporary employees. Some of the temporary employees whose names were included in the panel were given regular appointment in the bank in order of their seniority in the panel….* Further witness states*, "I am not having any documents to show that any of my juniors are continuing in service in the bank."*

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

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

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

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

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

(ii) The statutory power of the Labour Court or Industrial Court to grant relief to workmen including the status of permanency continues to exist in circumstances where the employer has indulged in an unfair labour practice by not filling up permanent posts even though such posts are available and by continuing

to employ workmen as temporary or daily wage employees despite their performing the same work as regular workmen on lower wages;

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

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

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

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

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

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

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

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

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

9. Due to some exigency of work, although recruitment on daily wages or on an ad hoc basis was permissible, but by reason thereof an employee cannot claim any right to be permanently absorbed in

service or made permanent in absence of any statute or statutory rules. Merely because an employee has completed 240 days of work in a year preceding the date of retrenchment, the same would not mean that his services were liable to be regularized."

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

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

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

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

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

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

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

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

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

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

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

This point is answered against the Workman.

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

This Point is answered accordingly.

AWARD

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

Award is passed accordingly. Transmit.

Typed to my dictation by Smt. K. Phani Gowri, Personal Assistant, transcribed by her, corrected and signed by me on this the 13th day of May, 2026.

IRFAN QAMAR, Presiding Officer

Appendix of evidence

Witnesses examined for the Petitioner	Witnesses examined for the Respondent
WW1: Sri Badda Shyam Sunder	MW1: Sri Aluru Rama Rao

Documents marked for the Petitioner

Ex.W1:	Photocopy of Notification
Ex.W2:	Photocopy of interview call letter
Ex.W3:	Photocopy of Panel list
Ex.W4:	Photocopy of Service Certificate
Ex.W5:	Photocopy of Service certificate
Ex.W6:	Photocopy of service certificate
Ex.W7:	Photocopy of Service certificate
Ex.W8:	Photocopy of service certificate
Ex.W9:	Photocopy of Service certificate
Ex.W10:	Photocopy of Service Certificate
Ex.W11:	Photocopy of Service Certificate
Ex.W12:	Photocopy of Service Certificate
Ex.W13:	Photocopy of letter to employment exchange by Respondent
Ex.W14:	Photocopy of the audit report dated 14.7.99

Documents marked for the Respondent

Ex.M1:	Photocopy of settlement between Respondent and All India State Bank of India Staff Federation dt.17.11.87
Ex.M2:	Photocopy of settlement between Respondent and All India State Bank of India Staff Federation dt.16.7.88
Ex.M3:	Photocopy of settlement between Respondent and All India State Bank of India Staff Federation dt.27.10.1988
Ex.M4:	Photocopy of settlement between Respondent and All India State Bank of India Staff Federation dt.9.1.1991
Ex.M5:	Photocopy of conciliation proceedings before the Regional Labour Commissioner(C) dt.9.6.1995
Ex.M6:	Photocopy of settlement between Respondent and All India State Bank of India Staff Federation dt.30.7.1996
Ex.M7:	Photocopy of Memorandum of understanding dt. 27.1.1997

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

Ex.M9: Photocopy of statement of 1989 Non-messenger panel

Ex.M10: Photocopy of statement of 1992 panel

Ex.M11: Photocopy of order of Hon'ble High Court in WA No.86/98 dt. 1.5.98

Ex.M12: Photocopy of order in SLP No.11886-11888 of 1998 dated 10.8.98

नई दिल्ली, 17 जून, 2026

का.आ. 1265.—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 संक्या-**04/1990**) को प्रकाशित करती है,

[एल-22012/228/89-आईआर (सी.एम-II)]

जयदीप यादव, उप निदेशक

New Delhi, the 17th June, 2026

S.O. 1265.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award **(Reference. 04/1990*)*** 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,

[L-22012/228/89– 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. 04 OF 1990

PARTIES: Sarat Majhi and 107 Others

Vs.

Management of Madhaipur Colliery, ECL

REPRESENTATIVES:

For the Union/Workmen: Mr. Sukamal Mukhopadhyay, Advocate.

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

INDUSTRY: Coal.

STATE: West Bengal.

Dated: 24.04.2026

AWARD

In exercise of powers conferred under clause (d) of Sub-section (1) and Sub-section (2A) of Section 10 of the Industrial Disputes Act, 1947 (14 of 1947), the Government of India through the Ministry of Labour, vide its Order **No. L-22012(228)/89-IR(C.II)** dated 10.01.1990 has been pleased to refer the following dispute between the employer, that is the Management of Madhaipur Colliery under Pandaveswar Area of Eastern Coalfields Limited and their workmen for adjudication by this Tribunal.

SCHEDULE

" *Whether the action of the Management of Madhaipur Colliery of M/s Eastern Coalfields Ltd. in retrenching S/Sri Sarat Majhi and 107 other Wagon Loaders (as per list annexed) on and from 31.10.74, is justified? If not, to what relief are the concerned workmen entitled?* **"**

1. On receiving Order **No. L-22012(228)/89-IR(C.II)** dated 10.01.1990 from the Government of India, Ministry of Labour, New Delhi for adjudication of the dispute, a Reference case was registered on 16.01.1990 and an order was passed for issuing notice to the parties through registered post, directing them to appear and submit their written statements along with relevant documents in support of their claims.

2. The aggrieved workmen field written statement on 30.04.1990 through Mr. S. M. Jalal, General Secretary, West Bengal Shramik Congress. Fact of the case as described in the written statement of the union is that Sarat Majhi and one hundred and seven (107) other enlisted workmen were employed as Underground Loaders at Madhaipur Colliery of Eastern Coalfields Limited (hereinafter referred to as ECL) through contractors. They continued to be deployed at Madhaipur Colliery after nationalization of the Coal Mines in the year 1973. Union contended that deployment of workmen in underground mining job related to coal production is violative of the provisions of the Contract Labour (Regulation & Abolition) Act, 1970 (hereinafter referred to as the CLRA Act). Serious objection was raised by all the unions and political parties. As a result, the government decided to abolish contract labour system and all such contract labourers were directly employed by the company in the year 1974. Sarat Majhi and one hundred and seven (107) other aggrieved workmen continuously worked up to 30.10.1974 at Madhaipur Colliery. The management retrenched the workmen from their service illegally from 31.10.1974 without assigning any reason. Workmen approached the management on several occasions but no action was taken to restore their employment. Workmen in their written statement prayed for an Award for reinstatement of the workmen from 31.10.1974 and payment of full back wages with interest, maintaining their seniority.

3. The management of Madhaipur Colliery contested the case by filing their written statement on 09.07.1990. According to the management, the one hundred and eight (108) persons on whose behalf this Industrial Dispute has been raised were never employed at the colliery at the relevant time, as such no dispute under Industrial Disputes Act, 1947 could be raised and the union has no locus standi to raise the dispute. It is contended that two different unions have claimed different sets of relief in respect of the same persons, giving rise to controversy. Management denied that the persons named in the Reference were employed as underground workers at Madhaipur Colliery or they continued to work even after nationalization of Coal Mines. Management has averred that on taking over the management of Madhaipur Colliery after nationalization of Coal Mines, the persons' named in the Reference were not on the roll of the company and the employer company have no obligation to give them employment. Management denied that any provisions of the CLRA Act has been violated by Madhaipur Colliery or that any objection was raised by the union or political parties or that the Colliery decided to take any of the persons on its roll as contractual workers. It is asserted that there was no agreement between the employer and the union to give employment to the persons named in the Reference. The management denied that they were taken on roll at any point of time or that they continued to work up to 30.10.1974 at Madhaipur Colliery. Management denied that the petitioners were retrenched on and from 31.10.1974 or they approached the management on several occasions for their reinstatement. It is contended that the petitioners claiming to be the employees of ECL are not entitled to any relief in this case and the Reference case is liable to be dismissed.

4. The Industrial Dispute which has been referred for adjudication by this Tribunal is whether Sarat Majhi and one hundred and seven (107) other persons enlisted in this Order of Reference were retrenched from service of ECL from 31.10.1974, whether the action of the management is justified and what relief the said persons are entitled to.

5. Union examined Paresh Das as P.W.-1, Manik Ghosh as P.W.-2 and Rupen Ghosh as P.W.-3. The said union witnesses have filed their affidavit-in-chiefs in support of the union's case. No documentary evidence has been produced by the union in support of their claim engagement / employment at Madhaipur Colliery or their alleged retrenchment.

6. Management of ECL initially filed affidavit-in-chief of Mr. Raj Kumar Banerjee, Asst. Personnel Manager, Madhaipur Colliery, but the said witness was not examined and the affidavit-in-chief was not pressed. Mr. Bishnu Deo Singh, Dy. Manager (Personnel), Madhaipur Colliery, filed his affidavit-in-chief for his evidence as Management Witness but management did not examine him in course of time. The third person who filed his affidavit-in-chief was Mr. Aalekh Singh Shakrawar, Sr. Officer (Personnel), Pandaveswar Area, but management was unable to produce the said witness. Finally, management of ECL produced Mr. Shashi Raj, Manager (Personnel), Madhaipur Colliery, as Management Witness No. 1 and filed his affidavit-in-chief. The witness was cross-examined on behalf of the union. After evidence of management was closed on 30.08.2024, the case was fixed up for hearing of argument on 07.10.2024, 03.03.2025, 28.03.2025, 05.08.2025, 06.02.2026, and 16.04.2026. Sufficient opportunity was given to both parties to argue their case but the General Secretary of West Bengal Shramik Congress remained unrepresented without steps on 16.04.2026, even after Notice was sent to the union under registered post. The case was taken up for hearing of argument and its final disposal on the basis of its merit and evidence on record.

7. Mr. P. K. Das, learned advocate for the management of ECL argued that one hundred and eight (108) persons whose name have been enlisted in the order of Industrial Dispute where never employed by the management of ECL. The said persons were not on the roll of the company and there was no occasion for their retrenchment from the service of the company on 31.10.1974. It is urged that the dispute is a stale one and the reference has been made by order dated 10.01.1990 in respect of the alleged retrenchment on 31.10.1974, after lapse of sixteen (16) years. Learned advocate for the management strenuously argued that workmen witnesses have made contradictory statements regarding date of discontinuation of service in respect of retrenchment, and they are not entitled to any relief in this case.

8. I have considered the scheduled dispute, referred to this Tribunal, pleadings of the parties, evidence adduced on behalf of the union as well as the management and the argument advanced by the learned advocate of ECL. Paresh Das, P.W.-1, claiming himself to be one of the underground workers of the Madhaipur Colliery stated in his affidavit-in-chief that he along with one hundred and seven (107) other workmen were deployed through contractors. After nationalization of Coal Mines in the year 1973, all the contractual workers, performing hazardous job were absorbed by the company in the year 1974 and they continued to work as worker of the company till 31.10.1974. It is averred that the aforementioned workmen were retrenched from their service on and from 31.10.1974 in an illegal manner without assigning any reason. In paragraph No. (8) it is stated that in the year 1987 management of ECL recruited Stonecutters in other departments but did not consider one hundred and eight (108) workmen. In course of cross-examination by the management, the witness deposed that before nationalization they worked under contractor. No appointment letters were issued to them from ECL, nor did they get any Identity Card from ECL. The witness gave out the name of the contractor as Mr. Sudhir Ghanti but declined to examine him in this case. It further transpires from his cross-examination that they worked under contractors like Mr. Id Muhammad and thereafter Mr. Sudhir Ghanti. They also received their pay through the contractors and failed to file the Pay slips. The witness admitted that their names have not been recorded in the Colliery Register and further deposed that there has been no proof that after nationalization he performed any work in the colliery. Witness denied that after nationalization they didn't perform any job at Madhaipur Colliery of ECL.

9. Manik Ghosh, P.W.-2 stated in his affidavit-in-chief that one hundred and eight (108) persons worked as employees of Madhaipur Colliery continuously and uninterruptedly but didn't mention the date and year since when they have worked uninterruptedly and continuously at Madhaipur Colliery. In Paragraph No. (5) it is stated that as per regulation of the Central Government all the employees working under the contractors were absorbed as employees of the company in the year 1974 and continued to work

there and collect their salary from the management. No document has been produced by the witness in support of his claim that Central Government has issued any Regulation on the basis of which they were absorbed as employees of the company in the year 1974. The witness also failed to produce any Pay slip in support of his claim that he received salary from the management of the colliery. In Paragraph No. (6), the witness stated that he, along with one hundred and seven (107) other workmen, were included in the agreed list and they worked peacefully and uninterruptedly at Madhaipur Colliery till 1987. The statement of P.W.-2 is self-defeating as it has contradicted its own case that one hundred and eight (108) workmen at Madhaipur Colliery were illegally retrenched from their service on and from 31.10.1974. If for argument's sake it is assumed that the workmen were absorbed as employees of Madhaipur Colliery, ECL on nationalization of Coal Mines and they were retrenched from their service w.e.f. 31.10.1974. In such case there would have been no occasion to work peacefully and uninterruptedly till 1987. Such major contradiction in the claim of the witness demolishes its own case. In cross-examination the witness (P.W.-2) deposed that he has followed Work Order issued by the Colliery Authority in favour of Mr. Sudhir Ghanti and further deposed that all along they work under the contractor and colliery never issued any letter for regularization. Witness admitted that they did not work till 1987. On assessing the evidence of P.W.-2 it becomes clear from his cross-examination that they all along worked at the colliery as contract labourers but no letter of appointment nor regularization was issued by the management of ECL after nationalization of Coal Mines. In the evidence-in-chief the witness (P.W.-2) claimed to have served at Madhaipur Colliery till 1987 but falsehood has been exposed through cross-examination, where the witness stated that he did not work till 1987.

10. Rupen Ghosh, P.W.-3, in his cross-examination admitted that he worked under Pir Mohammad and Mr. Sudhir Ghanti, the contractors and that no letter of appointment or Identity card was issued by the management of ECL in his favour. The witness deposed that job at the colliery used to be executed in terms of Work Order. From the evidence adduced by the union witness, it is crystal clear that there was no employer-employee relationship between the workmen and the management of Madhaipur Colliery and that the workmen who might have been engaged by the contractors were thereafter not absorbed as employees of ECL after nationalization of Coal Mines. It also appears from the averment of P.W.-3 that they performed their work according to their Work Order. There is no evidence on record to suggest that the persons claiming to be employees of Madhaipur Colliery through contractors were in continuous employment. The definition of *"retrenchment"* under Section 2(oo) of the Industrial Disputes Act, 1947 lays down that the termination of service of a workman by the employer for any reason whatsoever, otherwise than as a punishment inflicted by way of disciplinary action, does not include termination of the service of the workman as a result of the non-renewal of the contract of employment between the employer and the workman concerned on expiry of such contract. The union therefore has miserably failed to establish any contract between Madhaipur Colliery and the contractor firm on the basis of which the said one hundred and eight (108) persons claim to be in continuous employment at Madhaipur Colliery.

11. Mr. Sashi Raj, Management Witness No. 1 in his affidavit-in-chief stated that the enlisted one hundred and eight (108) persons were not employees of ECL and they have not been retrenched by the management from their service. In his affidavit-in-chief the witness stated that the names of the person in the Reference does not figure in the Form 'B' Register, prepared and maintained by the Colliery in accordance with the Mines Act 1952. It is further stated that the said person on 22.09.1987 made a representation through Colliery Mazdoor Sabha of India about non-supply of coal to them and the Agent promptly replied to his letter dated 26.09.1987. It is further stated that shortly thereafter the said persons through West Bengal Coalfields Shramik Congress, another union, claimed reinstatement by their later dated 16.10.1987 and the management promptly replied by their letter dated 24/26.11.1987. No suggestion was put to M.W.-1 in the cross-examination that the names of one hundred and eight (108) persons were recorded in Form 'B' Register of Madhaipur Colliery. A judicial notice can be taken of the fact that in April, 1987 Service Record Excerpt of the employees were served upon all the employees who were on the Service roll of ECL at that time for proper verification. None of the persons, claiming reinstatement and back wages in this case has produced any copy of Service Record Excerpt in support of their claim that they had been absorbed in the employment of the company on nationalization of Coal Mines.

12. Considering the facts and circumstances of this case and the evidence on record, I have no hesitation to hold that the union has miserably failed to prove that the said one hundred and eight (108) persons had any employer-employee relationship with Madhaipur Colliery, ECL or that they have been

terminated from the service by an illegal retrenchment with effect from 31.10.1974. The facts and circumstances of the case and evidence adduced by parties heavily lean in favour of the management prompting me to hold that the union had taken a chance by laying a claim of reinstatement and back wages in favor of one hundred and eight (108) persons though it failed to establish that the aforementioned persons were ever employees of ECL. It is further to be noted that the union consumed long sixteen (16) years trying to make out a case of retrenchment before raising the Industrial Dispute. I therefore, find no merit in the claim of the union and the Industrial Dispute is dismissed.

Hence,

ORDERED

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

ANANDA KUMAR MUKHERJEE, Presiding Officer,

नई दिल्ली, 17 जून, 2026

का.आ. 1266.—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 संक्या **-19/2007**) को प्रकाशित करती है,

[सं. एल-22012/78/2006-आईआर (सी.एम-II)]

जयदीप यादव, उप निदेशक

New Delhi, the 17th June, 2026

S.O. 1266.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award **(Reference. 19/2007*)*** of the **Central Government Industrial Tribunal-cum-Labour Court, Asansol** as shown in the Annexure, in the industrial dispute between the Management of **ECL** and their workmen,

[No. L-22012/78/2006– IR (CM-II)]

JAIDEEP YADAV, Dy. Director

ANNEXURE

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

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

REFERENCE CASE NO. 19 OF 2007

PARTIES: Anath Mahtha and eleven others.

Vs.

Management of Bhojudih Coal Washery, BCCL.

REPRESENTATIVES:

For the Union/Workmen: Shri Kumaresh Banerjee (in person).
For the Management of BCCL: 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-22012/78/2006-IR(CM-II)** dated 19.03.2007 has been pleased to refer the following dispute between the employer, that is the Management of Bhojudih Coal Washery of Bharat Coking Coal Limited and their contractual workmen for adjudication by this Tribunal.

SCHEDULE

" Whether the demand of the Coal Washeries Workers Union for regularizing the services of Shri Anath Mahtha & 11 others (as per list enclosed) is legal and justified? If so, to what relief are the workmen entitled? "

1. On receiving Order **No. L-22012/78/2006-IR(CM-II)** dated 19.03.2007 from the Government of India, Ministry of Labour, New Delhi for adjudication of the dispute, a Reference case was registered on 03.05.2007 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. L. B. Sahay, Working President of Coal Washeries Workers' Union filed written statement for the aggrieved workmen on 12.05.2008. A brief profile of the union's case, as disclosed in their written statement is that Anath Mahtha and eleven (11) other employees are continuously working at Bhojudih Coal Washery of Bharat Coking Coal Limited (hereinafter referred to as BCCL). They were engaged for cleaning and maintenance of Railway Siding Marshalling Yard of Bhojudih Coal Washery since July, 1993 and are performing the job of a permanent nature. Previously cleaning and maintenance of Marshalling Yard at Bhojudih Coal Washery was done by Railways for which the management bore the expenditure. The said work was discontinued by the railways and management undertook to do the cleaning and maintenance work of Marshalling Yard under their direct supervision since July, 1993. The work is regular in nature and the workmen perform under direct control and supervision of the management. It is claimed that though the aforementioned workmen are employees of the management they are not been paid wages as per provisions of National Coal Wage Agreement (hereinafter referred to as NCWA). Coal Mines Provident Fund (hereinafter referred to as CMPF) contribution is paid by the workmen from their wages and they have CMPF accounts in their name. It is contended that the workmen are apparently engaged through intermediaries and for that purpose, papers have been prepared to camouflage the real issue. The management is not maintaining any statutory documents regarding the concerned workmen nor do they pay their legal dues and facilities at par with the permanent workmen of the Coal Washery. According to the union the contractors through whom the workmen are deployed are being changed from time to time but the workers remained the same since the inception. On several occasions representations were made on behalf of the workmen for their regularization and payment of proper wages at par with NCWA but management did not pay any heed. While raising this Industrial Dispute the union has prayed for directing the management to regularize the concerned workmen with retrospective effect from July, 1993 and payment of arrear of wages and consequential benefits.

3. Management of BCCL contested the case by filing written statement on 18.03.2010. In their reply management stated that the maintenance of Marshalling Yard of a private siding of Bhojudih Coal Washery was done through contractors for which management invited tender notice for the said work from different contractors and after finalization of tender, work orders were issued to different contractors from time to time. Labours were engaged by the independent contractors for the maintenance work and the management had no employer-employee relationship with the contractual labourers. The workmen were engaged through the contractors who paid them their wages and the workmen were also under supervision and control of the contractors. Management denied that Anath Mahtha and eleven (11) others have been working at Bhojudih Coal Washery continuously and called upon them to produce documents in support of their claim. It has been further dined that the workmen were performing work of permanent and continuous nature under direct control and supervision of the management since July, 1993 or that tools and implements were supplied by the management for the works. Management denied that the workmen are entitled to get wages at the rate provided in NCWA payable to the employees of the company. Regarding CMPF contribution it is stated that the amounts have been deposited by the contractors in CMPF accounts with which the management has no concern. Management denied that issuance of Work Order to the contractor is a paper arrangement for the purpose of camouflaging the relation of employer-employee. Management urged that the workmen engaged through the contractors are not entitled to be regularized as

workers of BCCL. It is asserted that the contractual workers were never recruited by the management of BCCL and they did not work under the supervision and control of the management. Management denied that registration certificates are not maintained to employ contract labourers or that the contract is not genuine. In support of its claim the management of BCCL relied upon the decision of the Hon'ble Supreme Court of India in the case of **Steel Authority of India Limited Vs. National Union Waterfront Workers and Others [(2001) 7 SCC 1].** It is urged that the Industrial Dispute is liable to be dismissed.

4. The union filed a rejoinder on 27.01.2012, denying the materials, assertion and contention of the management in their written statement. During pendency of the Reference case Mr. N. Ganguly, learned advocate appeared for the union and filed an application, stating that Ashari Mahato, one of the workmen died on 19.01.2011 and prayed for substitution of his wife Buni Mahato in place of her deceased husband.

5. The main controversy in Industrial Dispute referred for adjudication is whether the twelve (12) enlisted workmen, working at Bhojudih Coal Washery at Purulia are entitled to be regularized as employees of BCCL, the principal employer.

6. The union has examined Sri Kumaresh Banerjee as Workman Witness No. 1, their only witness. He has filed his affidavit-in-chief where he has reiterated the case of the union disclosed in the written statement. From the averment of the witness, it appears that all the workmen are working at Bhojudih Coal Washery since 1993 and Ashari Mahato has expired during the pendency of this case. The union claimed that the work performed by them is permanent and perennial in nature and it is also prohibitory under the Contract Labour (Regulation and Abolition) Act, 1970 (hereinafter referred to as the CLRA Act). Witness claimed that they are working uninterruptedly since 1993 and there has been change of several contractors under whom they have worked but the workmen are the same. Witness further stated that the contractors are engaged only to camouflage the fact that they are actually under the supervision and control of the principal employer. It is averred that the management of Bhojudih Coal Washery is violating the provisions of the CLRA Act, as the contractors are engaged without any license. The witness averred that the workmen have been performing similar nature of cleaning and maintenance of the Marshalling Yard continuously to keep the railway track in order for transport of raw materials to the washery.

7. In his cross-examination at the first instance the workman witness deposed that at the time of joining their work no letter of appointment was issued to them by the management of BCCL and only Gate passes were issued. The witness stated that management of BCCL did not issue any letter in their favour recognizing them as permanent employees of the company. It transpires from his evidence that except Ashari Mahato, the remaining eleven (11) workmen including Workman Witness No. 1 are still in employment under the contractor. Witness denied that they have been deployed by the contractor for performing their job. The witness revealed that BCCL officials never issued any letter, granting leave to the concerned workmen nor deputed them to any other place of work. In course of evidence documents produced on 01.10.2015 were marked as Exhibit W-1 to W-13. In course of further examination of WW-1 on recall, the witness produced copies of letters which have been collectively marked as Exhibit W-14, copies of Bank Passbooks in the name of the contractual employees have been collectively marked as Exhibit W-15, and copies of Wage Slips of the contractual employees as Exhibit W-16.

8. In course of re-cross-examination, the workman witness deposed that the contractual employees participated in the maintenance work on regular basis as per Work Order issued by the management of BCCL. The witness admitted that Gate passes were issued on the basis of permission sought for by the contractors. The witness stated that they received wages throughout the year, irrespective of annual maintenance done on the basis of Work Order. Witness denied the suggestion that they did not work continuously for one (1) year or year after year since 1993 till date.

9. Management examined Mr. Abhishek Kumar, Dy. Manager (Civil), Eastern Washery Zone, Sudamdih, BCCL as Management Witness No. 1. He filed an affidavit-in-chief where he averred that maintenance of the Marshalling Yard of private siding at Bhojudih Coal Washery was done through contractors who were appointed after Notice inviting Tender. After finalization of Tender, Work Orders were issued to the different contractors. The contractors executed the work through contractual labourers who were engaged by them and wages were also paid by the employer contractors. The witness denied that the eleven (11) workmen involved in this case worked continuously at Bhojudih Coal Washery or for a long period. He also denied that the work performed by them is of permanent nature or that they work under the direct control and supervision of the management of BCCL. Management witness denied that the concerned workmen have been working at Bhojudih Coal Washery since July, 1993 regularly and

continuously. The claim for regularization of the workmen has been denied by the witness. It is also denied that the management is not abiding to the provision of the CLRA Act or that for such purpose the workmen should be regularized as employees of the management. According to the management Radha Mohan Singh, Prem Chandra Singh and Janardan Tiwary were the contractors who were engaged for executing the maintenance work of Marshalling Yard at Bhojudih Coal Washery. The said contractors issued Gate pass to their workers after Work Orders were issued in their favour. They also maintain the Payment Register showing the standard rates as per the Minimum Wages Act, 1948. The principal employer obtained a copy of the Register of wages from the contractors to ensure payment of wages to the engaged labourers. The management witness averred that the concerned workmen are not entitled to be regularized as employees of Bhojudih Coal Washery. In course of evidence witness produced the following documents :

(i) Copies of applications from the year 2007 to 2022 of Radha Mohan Singh, the contractor, addressed to the Project Officer of Bhojudih Coal Washery for issuance of Gate passes, which are collectively produced as Exhibit M-1.

(ii) Copies of Register of Wages from December, 2008 to January, 2013 in respect of employees engaged for work under contractors are collectively marked as Exhibit M-2.

(iii) Copies of payment receipts showing payment made to the workmen from period April, 2022 to September, 2023 for maintenance of Railway Siding Marshalling Yard at Bhojudih Coal Colliery are collectively produced as Exhibit M-3.

(iv) Copy of bank statements of Bishtu Das, Balaram Mahato, Mohan Mahato, Nitai Mahato and Kalipad Mahato showing that they received payment from Radha Mohan Singh, the contractor through State Bank of India are produced as Exhibits M-4, M-5, M-6, M-7 and M-8 respectively.

On the date of evidence of management witness no union representative turned up to cross-examine the witness. Cross-examination was deferred in order to provide opportunity to the union. On the following date Kumaresh Banerjee, representing the workmen declined to cross-examine the management witness. Accordingly, cross-examination of Mr. Abhishek Kumar, MW-1 was closed on 30.04.2025.

10. The case was fixed up for hearing of argument on 17.11.2025. On the basis of Ministry's letter No. Z-25025/01/2025-CLS-II(E) dated 14.05.2025 issued by the Under Secretary to the Government of India, the case was fixed up on 06.06.2025 for hearing of argument during Special Campaign. On 06.06.2025 none appeared for the workmen and union representative did not turn up after service of Notice under registered post. The case was thereafter fixed up on 11.12.2025 for hearing of argument. None appeared for the union and the case was finally adjourned to 06.02.2026 for disposal during Special Campaign. On 06.02.2026 the case was taken up for final hearing and disposal. None appeared for the petitioner workmen as well as the union. Heard argument advanced by the learned advocate for the management.

11. Mr. P. K. Das, learned advocate for the management of BCCL argued that the enlisted workmen in this case are all contractual labourers, engaged through various contractor firms. It is submitted that there is no employer-employee relationship between the workers claiming regularization and the management of Bhojudih Coal Washery. Learned advocate referring to Exhibit M-1 argued that Radha Mohan Singh was the contractor engaged for the purpose of annual maintenance of Railway Siding Marshalling Yard at Bhojudih Coal Washery for various periods. The work carried out for the purpose of maintenance of Railway Siding is neither a hazardous work nor prohibited under the CLRA Act. It is submitted that documents produced as Exhibit M-1 series would reveal that the contractor firm in their correspondence with the Project Officer of Bhojudih Coal Washery sought permission for the enlisted workmen to enter the Railway Marshalling Yard for maintenance and requested for issuance of Gate passes. It is argued that the workmen performed work under the control and supervision of the contractor firms and their names never appeared in the Muster Roll of Bhojudih Coal Washery. Learned advocate for the management drew my attention to Exhibit M-2, Register of Wages in respect of the contract labourers employed through Radha Mohan Singh, the contractor firm and argued that the payment of wages to the workmen were made by the contractor firms and the same has been admitted by the union through documents produced as Exhibit W-15, which are the copies of Bank Passbook, bearing the testimony that the wages were paid to them by the contractor firm. Learned advocate argued that the concerned workmen are not entitled to regularization

under BCCL on the pretext of being engaged in maintenance work at Marshalling Yard continuously for and long period.

12. No argument has been advanced on behalf of the workmen.

13. I have perused the pleadings of the parties. Affidavit-in-chief and counter affidavit-in-chief. Evidence adduced by both the parties and argument advanced on behalf of the management. In the present case twelve enlisted workmen, claiming regularization of their employment at Bhojudih Coal Washery have raised an Industrial Dispute through Coal Washeries Workers' Union, Dhanbad, Jharkhand. According to the union the workmen were engaged in cleaning and maintenance of Railway Siding Marshalling Yard of Bhojudih Coal Washery since July, 1993 and had been continuously rendering service without any break. It has been claimed that they are under the supervision and control of the management of Bhojudih Coal Washery but the management in order to camouflage the direct employer-employee relationship has engaged some contractors by paper arrangements and thereby frustrated their right to receive wages due to them under NCWA as well as consequential benefits on regularization in service of BCCL. The workman witness however has not been able to produce any document to show that the workmen involved in this case continuously worked at Bhojudih Coal Washery since 1993. Management has denied such claim at the outset. In his cross-examination workman witness has admitted that at the time of joining work he and other employees did not receive any letter of appointment from the management of BCCL and only Gate passes were issued for attending the work. Union has produced copies of letters dated 24.09.2014 and 24.10.2014 (Exhibit W-2 and W-1) issued by Radha Mohan Singh, the contractor, requesting the Project Officer of Bhojudih Coal Washery to issue Gate passes in favour of twenty-one (21) workmen for the period from 25.09.2014 to 24.11.2014. The other document produced as Exhibit W-3 to W-13 are Health Cards in the name of workmen, issued by the management of Bhojudih Coal Washery of BCCL. The documents on record clearly establish that the workmen were engaged by the contractor firm who obtained Gate passes from the management of Bhojudih Coal Washery for a particular period so that they could enter the premises to carry out maintenance work at Railway Siding Marshalling Yard as per Work orders. It also appears from the Bank Passbooks (Exhibit W-15) that payments of wages to the employees were made by the contractor firm and not by the principal employer.

14. The nature of engagement, supervision and control of workmen in carrying out their work periodically and mode of payment of wages clearly establish that the workmen are the employees of the contractor firm and there was no employer-employee relationship between the management of Bhojudih Coal Washery and the aggrieved workmen, claiming regularization. The purpose of entry in the premises is revealed through Exhibit W-14 and M-1 whereby the workmen were engaged for annual maintenance of Railway Tracks. The nature of work is neither hazardous nor prohibitory under CLRA Act. Therefore, the claim of the workmen for regularization in their employment under Bhojudih Coal Washery is not tenable under the law. Mere performance of any work for a long period, which is a non-core activity of the establishment, would not give rise to any right for regularization of the contractual workmen.

15. In the case of **Steel Authority of India Limited Vs. National Union Waterfront Workers and Others [(2001) 7 SCC 1]**, the Hon'ble Supreme Court of India observed :

" The upshot of the above discussion is outlined thus :

……..

(5) On issuance of prohibition notification under Section 10(1) of the CLRA Act prohibiting employment of contract labour or otherwise, in an industrial dispute brought before it by any contract labour in regard to conditions of service, the industrial adjudicator will have to consider the question whether the contractor has been interposed either on the ground of having undertaken to produce any given result for the establishment or for supply of contract labour for work of the establishment under a genuine contract or is a mere ruse/camouflage to evade compliance of various beneficial legislations so as to deprive the workers of the benefit thereunder. If the contract is found to be not genuine but a mere camouflage, the so-called contract labour will have to be treated as employees of the principal employer who shall be directed to regularise the services of the contract labour in the concerned establishment subject to the conditions as may be specified by it for that purpose in the light of para 6 hereunder.

(6) If the contract is found to be genuine and prohibition notification under Section 10(1) of the CLRA Act in respect of the concerned establishment has been issued by the appropriate Government, prohibiting employment of contract labour in any process, operation or other work of any establishment and where in such process, operation or other work of the establishment the principal employer intends to employ regular workmen he shall give preference to the erstwhile contract labour, if otherwise found suitable and, if necessary, by relaxing the condition as to maximum age appropriately taking into consideration the age of the workers at the time of their initial employment by the contractor and also relaxing the condition as to academic qualifications other than technical qualifications."

16. The conditions prescribed in the case of **Steel Authority of India Limited (supra)** for absorption and regularization of contract labourer does not apply to the present case as the workmen are still working under the contractor and they have not been discontinued due to any prohibition notification under Section 10(1) of CLRA Act, prohibiting their employment through contractors.

17. The workman witness in his affidavit-in-chief has stated that the job performed by them was prohibitory and hazardous in nature and the same could not be done through contractors. Exhibit W-14 series reveal that the workmen were deputed at Bhojudih Coal Washery by Radha Mohan Singh, the contractor firm for maintenance of Railway Siding Marshalling Yard. The work of maintenance of private Railway Tracks is not a work under the description of hazardous and prohibitory work under Section 10 of the CLRA Act. There is no evidence on record to indicate that the union ever made any representation before the appropriate government for issuance of any Prohibitory Notification under Section 10(1) of CLRA Act. During evidence union did not cross-examine the management witness to suggest that the contract labourers in the Coal Washery were required to perform hazardous or prohibitory nature of work. It is manifestly clear from evidence that the different contractor firms were engaged to carry out maintenance work at Railway Marshalling Yard of Bhojudih Coal Washery from time to time and there was no direct relationship of employer-employee between the management of Bhojudih Coal Washery with the workmen engaged by the contractor firms to carry out work. Payments of wages were made by the contractor firms and neither letter of appointment was issued nor any disciplinary action was taken by the management of Bhojudih Coal Washery against the workmen. There is no evidence on record to establish that all the enlisted contract labourers were continuously engaged at Bhojudih Coal Washery for performing the work or any right has arisen in their favour for regularization. Since management made payment to the contractor firms for the work performed, it cannot be said that such contracts are sham or for the purpose of camouflaging the engagement of the contract labourers. The evidence on record is rife to establish that the workmen were employed by independent contractors who were duly incorporated and registered as legal entities under the applicable law. The contract labourers in the present case were engaged for performing non-core activity i.e., maintenance of Railway Siding Marshalling Yard at Bhojudih Coal Washery and their entire supervision, deployment and control was exercised by the contractors who also applied for their Gate passes by submitting application to the management from time to time. The management of Bhojudih Coal Washery, BCCL as the principal employer only had to ensure that there was no breach of the statutory obligations regarding payment of minimum wages to the workmen and contribution to their CMPF accounts by the contractor firms. The management also ensured work place safety by adhering to various labour laws and for such purpose issued Health Cards (Exhibit W-13) in the name of the workmen. There is no privity of contract nor any supervisory control over the workmen by the principal employer. In view of such facts and circumstances I am constraint to hold that the claim of the workmen for regularization of their service under Bhojudih Coal Washery, BCCL is not tenable and the same is liable to be dismissed.

Hence,

ORDERED

that the Industrial Dispute is dismissed on contest and the enlisted workmen are not entitled to regularization in the employment under Bhojudih Coal Washery of Bharat Coking Coal Limited. Let an award be drawn up in light of my above findings. Let copies of the Award in duplicate be sent to the Ministry of Labour, Government of India, New Delhi for information and Notification.

ANANDA KUMAR MUKHERJEE, Presiding Officer,

नई दिल्ली, 17 जून, 2026

का.आ. 1267.—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 संक्या -**22/2018**) को प्रकाशित करती है,

[सं. एल-22012/21/2018-आईआर (सी.एम-II)]

जयदीप यादव, उप निदेशक

New Delhi, the 17th June, 2026

S.O. 1267.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award **(Reference. 22/2018*)*** 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,

[No. L-22012/21/2018– IR (CM-II)]

JAIDEEP YADAV, Dy. Director

ANNEXURE

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

PRESENT: Shri Ananda Kumar Mukherjee,

Presiding Officer,

C.G.I.T-cum-L.C., Asansol.

REFERENCE CASE NO. 22 OF 2018

PARTIES: Raghubir Prasad Nonia

Vs

Management of Kalipahari (R) Colliery, Sripur 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: 25/03/2026

AWARD

In exercise of powers conferred under clause (d) of Sub-section (1) and Sub-section (2A) of Section 10 of the Industrial Disputes Act, 1947 (14 of 1947), the Government of India through the Ministry of Labour, vide its Order **No. L-22012/21/2018-IR(CM-II)** dated 17/09/2018 has been pleased to refer the following dispute between the employer, that is the Management of Kalipahari (R) Colliery, Sripur Area of Eastern Coalfields Limited and their workman for adjudication by this Tribunal.

SCHEDULE

"Whether the action of the Management of M/s. Coalfields Ltd. , Kalipahari (R) Colliery under Sripur Area, in not paying the applicable House Rent Allowance to Shri Raghubir Nonia from July 2012 is just and legal? If not, to what relief the workman is entitled to?"

1. On receiving Order **No. L-22012/21/2018-IR(CM-II)** dated **17/09/2018** from the Government of India, Ministry of Labour, New Delhi for adjudication of the dispute, a **Reference case No. 22 of 2018** was registered on 24/09/2018 and an order was passed for issuing notice to the parties through registered post, directing them to appear and submit their written statements along with relevant documents in support of their claims.

2. Koyala Mazdoor Congress filed statement of claim on behalf of the aggrieved workman on 19/10/2022. Mr. R. K. Tripathi on behalf of the union disclosed that Raghubir Prasad Nonia is a permanent employee of the company and he is posted as Tyndel at Kalipahari (R) Colliery having U.M. No. 269226. A company quarters was allotted to him which he later vacated in July, 2012 and shifted to his own house. Said quarters was thereafter allotted to one Kartick Bouri, Underground Loader vide office order No. AGT/KPH/C-6D/qtr/12/476 dated 11/07/2012. Concerned workman submitted an application on 14/09/2012 before the management of the company for payment of House Rent Allowance. After surrendering of quarters management of ECL issued circular No. GM/SA/C-6D/5/12/854 dated 24/07/2012 regarding entitlement of House Rent Allowance. In the instant case circular was issued subsequently therefore, it does not have any binding effect on workmen. It is further stated that under similar circumstances, Executives who are vacating and handing over their quarters are getting House Rent Allowance on the other hand, workmen are being discriminated by non-payment of House Rent Allowance after vacating quarters. Union referred the case of one Purnendu Sarkar, working as Clerk at ECL, Headquarters who is receiving House Rent Allowance after vacating the quarters. Union prayed for a direction to the management of Kalipahari (R) Colliery to consider the case for payment of House Rent Allowance to Raghubir Prasad Nonia without further delay.

3. Management of ECL contested the case by filing written statement on 09/01/2023. According to the management huge number of quarters are lying vacant and are occupied in unauthorized manner. It is averred that employees are entitled to House Rent Allowance when company is unable to provide quarters to them but in the instant case, Raghubir Prasad Nonia vacated quarters at his own will. It is further stated that once quarters are allotted by the company and surrendered by the workman subsequently, he is not entitled to get House Rent Allowance. In the instant case Raghubir Prasad Nonia is not entitled to get House Rent Allowance and the case is liable to be dismissed.

4. Crux of the issue necessary for adjudication is whether the action of the management of ECL in not paying House Rent Allowance to Raghubir Prasad Nonia is just and legal and to what relief the workman is entitled?

5. Workman adduced evidence in support of his claim. He filed his affidavit-in-chief reiterating his case disclosed in the written statement filed by him. Witness stated that he is entitled to get House Rent Allowance as he handed over quarters prior to the issuance of the circular regarding non-payment of House Rent Allowance to workmen who handed over the quarters to the management. It is claimed that the management has no power to withheld House Rent Allowance on strength of the circular which cannot be enforced against him. During evidence, the workman produced the following documents:-

(i) copy of letter issued by him addressed to the Manager, Kalipahari (R) Colliery is marked as Exhibit W-1.

(ii) copy of order by which the same quarters was allotted to Kartick Bouri is marked as Exhibit W-2.

(iii) copy of circular issued by the Sr. Manager (Personnel) I/C, Sripur Area dated 24/07/2012 whereby it was informed that if quarters allotted is surrendered subsequently the employee would not be entitled to House Rent Allowance is marked as Exhibit W-3.

(iv) copy of Memorandum of Settlement between ECL Management and the union representative whereby terms of payment of House Rent Allowance was agreed upon is marked as Exhibit W-4.

During cross-examination workman witness stated that he surrendered quarters to the company on 28/05/2012 and prayed for House Rent Allowance on 14/09/2012. A copy of application dated 14/09/2012 addressed to the Dy. CME/Agent, Kalipahari (R) Colliery praying for payment of House Rent Allowance is marked as Exhibit M-1 at the instance of the management. He further deposed that he was not aware about any order or circular of the company which disclosed that a person who surrenders company quarters would not be entitled to House Rent Allowance. Witness denied that Kalipahari Area is included within the Asansol Municipal Corporation and further denied that in order to receive enhanced House Rent Allowance he surrendered his allotted quarters.

6. Mr. Saleem Ahamed is examined as Management Witness-I. Witness produced the following documents:-

(i) Copy of application submitted by the employee claiming House Rent is marked as Exhibit M-2

(ii) Copy of letter dated 28/06/2006 issued by the Dy. Chief Personnel Manager, Sanctoria addressed to the General Manager, Sodepur, Sripur and Satgram Areas stating that employees who are living in company's accommodation shall not be granted/sanctioned House Rent Allowance even in the event the company's accommodation is vacated, is marked as Exhibit M-3.

(iii) Copy of letter dated 24/07/2012 issued by Sr. Manager (P)/IC, Sripur Area to the Agent, Sripur Area informing that employees who are allotted quarters and have surrendered the same subsequently will not be entitled to House Rent Allowance and if employee applies for quarters and not allotted to him due to non-availability of quarters he will be entitled to House Rent Allowance, is marked as Exhibit M-4.

In cross-examination Management witness deposed that the management accepted the surrender of quarters by the employee and no reply was submitted to workman's letter dated 14/09/2012 whereby he claimed for House Rent Allowance. It is admitted that neither Notice nor the circular was communicated to the workman regarding non-payment of House Rent Allowance to him. Witness denied that action of the management is arbitrary and illegal for non-payment of House Rent Allowance to Raghubir Prasad Nonia or that the company adopted pick and choose policy in granting House Rent Allowance.

7. I have considered pleading of the union and the management along with evidence adduced by both parties in support of their respective cases. Mr. Rakesh Kumar, union representative arguing the case submitted that the workman filed an application before the Manager disclosing that he has made his own house at Asansol and he intended to vacate the ECL quarters. He had also prayed for granting House Rent Allowance to him. Copy of letter dated 25/08/2012 has been admitted in evidence as Exhibit W-1. Referring to Exhibit W-2, a copy of office order dated 11/07/2012, Mr. Kumar pointed out that Kartick Bouri was allotted the same quarters and subsequently the allottee took possession of the quarters by making endorsement in the office order on 14/07/2012. It can safely be stated that the workman had already delivered quarters in favour of the other employee on 14/07/2012 but after repeated request the management did not pay him House Rent Allowance. Relying upon circular dated 24/07/2012 where the management specified that the employee who had been allotted quarters and subsequently surrendered the same is not entitled to House Rent Allowance. Mr. Kumar referred to Exhibit W-4, a Memorandum of Settlement whereby one Purnendu Sarkar, the then Mech. Helper having U. M. No. 116463 of Bejdih Colliery had surrendered quarters bearing No. NHS/06/125 and the same was reallotted to Narugopal Gosai, UG Loader on 06/02/2007. Purnendu Sarkar submitted a fresh application praying for House Rent Allowance as he was not allotted any official quarters. After considering the attending facts, both parties agreed whereby the employee undertook not to claim arrears of House Rent Allowance in respect of his past service and House Rent Allowance was agreed to be paid from the date of issue of office order till he was allotted quarters at ECL Headquarters. Union representative urged that the workman is entitled to get House Rent Allowance and the management should not deprive him of his benefits.

8. Mr. P. K. Das, ld. Advocate for the management argued that Memorandum of Settlement, Exhibit W-4 has no universal application as it is an outcome of agreement between parties. It is further argued that the management issued circular No. ECL/CMD/C-6E/10/613 dated 16/07/2012 whereby it was clarified that the employee who was allotted quarters and subsequently surrendered the same are not entitled to get House Rent Allowance. Mr. Das urged that the Industrial Dispute has no merit and the same is liable to be dismissed.

9. I have considered pleadings, evidence adduced by parties along with the provision in NCWA related to payment of House Rent Allowance, the circular in respect of payment of House Rent Allowance and the rival argument advanced by parties. There is no ambiguity that the concerned workman has surrendered the company quarters which was subsequently allotted to Kartick Bouri. I also find from Exhibit W-2, a copy of office order dated 11/07/2012 that Kartick Bouri took possession of the same quarters on 14/07/2012. It is gathered from the letter dated 28/05/2012 issued by Raghubir Prasad Nonia, UM No. 269226 (Exhibit W-1) that he expressed his intention to surrender quarters as he had constructed his own house. Possession of quarters was delivered to the management before the management published their circular dated 24/07/2012 (Exhibit W-3). Therefore, such circular having punitive effect of depriving House Rent Allowance to employees would not have retrospective effect and the same cannot deprive the workman from getting House Rent Allowance. NCWA provides for payment of House Rent Allowance to employees who have not been provided with residential accommodation. In my considered view, expression 'not been provided' would imply that the employees who are not in possession of the residential accommodation of the company. Surrender of quarters and their implication is not mentioned in the NCWA. Benefits like payment of House Rent Allowance in absence of allotment of quarters or in the absence of occupation of quarters are incidents of employment. Management of the company cannot deny to fulfil such right and claim. Under such facts and circumstances discussed above, I hold that the management acted in an illegal and arbitrary manner by not paying applicable House Rent Allowance to Raghubir Prasad Nonia w.e.f. 14/07/2012. Management is directed to pay arrears of House Rent at the applicable rates to the aggrieved workman within three months from communication of the order.

Hence,

ORDERED

that the Industrial Dispute is allowed on contest against the management of Kalipahari (R) Colliery. Management of ECL is directed to pay House Rent Allowance to Raghubir Prasad Nonia w.e.f. 14/07/2012 till date according to applicable rates. Arrears amount shall be paid to the workman within three months from the date of communication of Award. Let an Award be drawn up in the light of my above discussion. Let copies of Award be communicated to the Ministry for information and Notification.

ANANDA KUMAR MUKHERJEE, Presiding Officer

नई दिल्ली, 17 जून, 2026

का.आ. 1268.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार एमसीएल के प्रबंधतंत्र के संबद्ध नियोजको और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में **केन्द्रीय सरकार औद्योगिक अधिकरण – सह – श्रम न्यायालय**, भुवनेश्वर के पंचाट **(सन्दर्भ संख्या 04/2022)** को प्रकाशित करती है,

[एल-22012/5/2022-आईआर (सी.एम-II)]

जयदीप यादव, उप निदेशक

New Delhi, the 17th June, 2026

S.O. 1268.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award **(Reference I.D. No. 04/2022** of the **Central Government Industrial Tribunal-cum-Labour Court, Bhubaneswar** as shown in the Annexure, in the industrial dispute between the Management of **MCL** and their workmen,

[L-22012/5/2022– IR (CM-II)]

JAIDEEP YADAV, Dy. Director

ANNEXURE

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT
BHUBANESWAR

Present:

Sri Dinesh Kumar Singh,

Presiding Officer, C.G.I.T.-cum-LabourCourt,

Bhubaneswar.

INDUSTRIAL DISPUTE CASE NO. 04/2022

Date of Passing Order – 2nd February, 2026

Between :-

The Chairman-cum-Managing Director,

Mahanadi Coal Fields Limited.,Jagruti Vihar, Burla,

Sambalpur, Dist. Sambalpur, Odisha – 768 020.

… 1st Party-Management.

(And)

The Secretary,

Orissa Security & Service Employment Union, VA-23/3,

Ashok Nagar, Unit-II, Bhubaneswar, (Orissa) – 761 009.

… 2nd Party-Union.

Appearances:

None. … For the 1st Party-Management.

None. … For the 2nd Party-Union.

ORDER

In the present case, a reference was received from the Under Secretary to the Government of India, Ministry of Labour & Employment, New Delhi vide order No. L-22012/5/2022 – IR(CM-II), dated 01.02.2022 under clause (d) of sub-section (1) and sub-section (2A) of Section 10 of the Industrial Disputes Act, 1947 for adjudication of a dispute, under the following schedule:-

"Whether the retrenchment of workmen i.e., Security Guard, Armed Guard and Supervisor by way of reducing the manpower by the management of MCL without complying with Section 9A & Section 25F of the Indujstrial Disputes Act, 1947 is justified? If not, what relief the workmen are entitled to?"

2. In the reference order, the Under Secretary to Government of India, Ministry of Labour & Employment, New Delhi commanded the parties raising the dispute to file statement of claim, complete with relevant documents, list of reliance and witnesses with this Tribunal within 15 days of receipt of the reference order and to forward a copy of such statement of claim to each of the Managements involved in the dispute.

3. Despite directions so given, no statement of claim is received from the 2nd party-Union.

4. On receipt of the above reference, notice was sent to the 2nd Party-Union on dated 29.06.2022 and on 30.10.2023 for appearance and for filing of statement of claim. Neither the postal article sent to the 2nd Party-Union, referred to above, was received back nor was it observed by the Tribunal that postal services remained unserved in the period, referred to above. Therefore, every presumption lies in favour of the fact that the above notices were served upon the 2nd Party-Union. Despite service of the notice, the 2nd Party-Union opted to abstain away from the proceedings. No claim statement was filed on its behalf. Thus, it is clear that the 2nd Party-Union is not interested in adjudication of the reference on merits.

5. Since the 2nd Party-Union has neither filed statement of claim nor has led any evidence so as to prove its cause against the Managements, it is presumed that there is no claim of workman against the Managements.

6. In view of such, no claim Order is passed by this Tribunal.

7. Let this order be sent to the appropriate Government, as required under Section 17 of the Industrial Disputes Act, 1947, for publication.

Dictated & Corrected by me.

DINESH KUMAR SINGH, Presiding Officer

नई दिल्ली, 17 जून, 2026

का.आ. 1269.— औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार **भारतीय खाद्य निगम** के प्रबंधतंत्र के संबद्ध नियोजको और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में **केन्द्रीय सरकार आद्योगिक अधिकरण – सह – श्रम न्यायालय**, भुवनेश्वर के पंचाट **(सन्दर्भ संख्या 17/2022)** को प्रकाशित करती है,

[फा. सं. एल-22012 / 11 / 2022-आईआर (सी.एम-II)]

जयदीप यादव, उप निदेशक

New Delhi, the 17th June, 2026

S.O. 1269.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award **(Reference I. D. No. 17/2022** of the **Central Government Industrial Tribunal-cum-Labour Court, Bhubaneswar** as shown in the Annexure, in the industrial dispute between the Management of **Food Corporation of India** and their workmen,

[F. No. L-22012/11/2022– IR (CM-II)]

JAIDEEP YADAV, Dy. Director

ANNEXURE

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT
BHUBANESWAR

Present:

Sri Dinesh Kumar Singh,
Presiding Officer, C.G.I.T.-cum-LabourCourt,
Bhubaneswar.

INDUSTRIAL DISPUTE CASE NO. 17/2022
Date of Passing Order – 3rd February, 2026

Between :-

1. The General Manager (Regional Office),
Food Corporation of India, At. Satsanga Vihar,
Vani Vihar, Bhubaneswar, Orisa.

2. The District Area Manager, Food
Corporation of India, At./Po. Jatni,
Dist. Khurda (Orissa) 751 007.

3. The Managing Director, M/s. National
Security and Allied Service, Bolangir,
At. Sadar, Po. Bolangir (Orissa) 767 001.

… 1st Party-Managements.

(And)

Sri GoviondBharsagarj& 8 Others Workman,
S/o. Zeheruilal Bharsagar, Vill. Chingermunda, P.O. Sirol,
P.O. Titlagarh, Dist. Bolangir, Orissa – 767 033.

… 2nd Party-Workman.

Appearances:

None. … For the 1st Party-Managements.

None. … For the 2nd Party-Workmen.

O RD E R

In the present case, a reference was received from the Under Secretary to the Government of India, Ministry of Labour & Employment, New Delhi vide order No. L-22011/11/2022 – IR(CM-II), dated 27.05.2022 under clause (d) of sub-section (1) and sub-section (2A) of Section 10 of the Industrial Disputes Act, 1947 for adjudication of a dispute, under the following schedule:-

> "Whether the alleged termination of the workmen Shri Gonvida Bharsagar and 8 others (List enclosed) by the management of Food Corporation of India after completion/termination of contract tenure during the pendency of conciliation proceeding is leal and justified ? If not, what relief the workmen are entitled to?
>
> (ii) Whether provisions of section 33 of I.D. Act, 1947 has been violated by the management of Food Corporation of India and/or the immediate employer/contractor in terminating the said contract workers on completion of their contract period during the pendency of conciliation proceeding? If yes, what relief the workmen are entitled to?"

2. In the reference order, the Under Secretary to Government of India, Ministry of Labour & Employment, New Delhi commanded the parties raising the dispute to file statement of claim, complete with relevant documents, list of reliance and witnesses with this Tribunal within 15 days of receipt of the reference order and to forward a copy of such statement of claim to each one of the opposite parties involved in the dispute.

3. Despite directions so given, no statement of claim is received from the 2nd party-Union.

4. On receipt of the above reference, notice was sent to the 2nd Party-Union on 19.07.2022 through Registered Post for appearance and for filing of statement of claim. Neither the postal article sent to the 2nd Party-Union, referred to above, was received back nor was it observed by the Tribunal that postal services remained unserved in the period, referred to above. Therefore, every presumption lies in favour of the fact that the above notices were served upon the 2nd Party-Union. Despite service of the notice, the 2nd Party-Union opted to abstain away from the proceedings. No claim statement was filed on its behalf. Thus, it is clear that the 2nd Party-Union is not interested in adjudication of the reference on merits.

5. Since the 2nd Party-Union has neither filed statement of claim nor has led any evidence so as to prove its cause against the Management, it is presumed that there is no claim of workman against the Management.

6. In view of such, no claim Order is passed by this Tribunal.

7. Let this order be sent to the appropriate Government, as required under Section 17 of the Industrial Disputes Act, 1947, for publication.

Dictated & Corrected by me.

DINESH KUMAR SINGH ,Presiding Officer

नई दिल्ली, 17 जून, 2026

का.आ. 1270.—औद्योगिक विवाद अधिनियम 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार **भारतीय स्टेट बैंक** के प्रबंधतत्र, संबद्ध नियोजको और उनके कर्मकारो के बीच अनुबंध में निर्दिष्ट **औद्योगिक** विवाद में केन्द्रीय सरकार **औद्योगिक** अधिकरण/श्रम न्यायालय **हैदराबाद** के पंचाट (225/2002) प्रकाशित करती है।

[फा. सं. एल-12012/409/2001-आईआर (बी-I)]

सलोनी, उप निदेशक

New Delhi, the 17th June, 2026

S.O. 1270.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. 225/2002*)* of the *Cent. Govt. Indus. Tribunal-cum-Labour Court Hyderabad* as shown in the Annexure, in the industrial dispute between the management of State Bank of India and their workmen.

[F. No. L-12012/409/2001– IR (B-I)]

SALONI, Dy. Director

ANNEXURE

In The Central Government Industrial Tribunal Cum Labour Court At Hyderabad

Present: **Sri IRFAN QAMAR**

Presiding Officer

Dated the 13th day of May, 2026

INDUSTRIAL DISPUTE No. 225/2002

Between:

Sri P. Bhaskara Rao,

S/o Sri P. Simhachalam,

Obelayyapalem Village,

Boddam Pos,

Srungavarapu Kota,

Vizianagaram Distt. … Petitioner

And

The Chief General Manager,

State Bank of India,

Local Head Office, Bank Street,

Hyderabad-500 095. …..Respondent

Appearances:

For the Petitioner : Sri Macherla Rangaiah, Advocate

For the Respondent: Sri K. Rathang Phani Reddy, Advocate

AWARD

The Government of India, Ministry of Labour by its order No. L-12012/409/2001-IR(B.I) dated 27.2.2002 referred the following dispute under section 10(1)(d) of the I.D. Act, 1947 requiring this forum to decide the question:

SCHEDULE

"Whether the action of the management of State Bank of India, in terminating the services of Sri P. Bhaskara Rao, Ex-Messenger, with effect from 31.3.1997 arbitrarily is justified? If not, what relief the concerned workman is entitled?"

After receipt of the reference, it was numbered as ID No. 225/2001 and notices were issued to both the Workman and the management.

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

" 7. Hearing the learned senior counsel for the SBI and the learned senior counsel for the contesting unofficial Respondents, we see that while the learned single Judge was justified in setting aside the award af the Tribunal, the proper course to be adopted was to remit all the cases to the Tribunal. This we say for reasons more than one. Firstly, in such matters, claims have to be decided on individual basis, as different

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

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

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

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

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

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

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

3. The factual matrix of instant industrial dispute as narrated by the Workman in his claim statement are that, the Workman joined in the service of the management institution as Messenger from 1988 to 1996, and has rendered unblemished service spreading over a period of about 8 years. The Respondent has terminated services of Workman by oral orders with effect from 1.4.1997. Further, it is submitted that the management of Respondent bank decided to give a chance to temporarily employed personnel "found suitable for permanent appointment" by wait- listing them by offering permanent appointment or waitlisting till such opportunity arises.

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

5. The persons who satisfied in all the above 4 categories were to be interviewed by a selection committee and the said selection committee would determine the suitability of the said candidate for permanent appointment. Therefore, the bank prescribed certain qualifications and from among the candidates satisfying the qualifications the suitable candidates were enlisted by a selection committee. The Clause 7 of the said agreement provided with the selected candidate would be wait listed in order of their respective categorization and the selected panel would be valid upto December, 1991. Clause 10 of the settlement specifically provided that henceforth. "there will be no temporary appointments in the subordinate cadre", except on a restrictive basis in the specified category, "from amongst empanelled candidates as per existing guidelines of the bank". The Workman further submits that consequent upon the said agreement and the draft, a notification was issued in the newspapers. The last date for responding to the advertisement was 30.8.1988. A written examination followed by viva-voce in May, 1989 was held.

A selected panel was prepared, as per Clause 7 of the agreement, ie. Settlement No.1, the selected panel was to be valid upto December, 1991, the Workman submits that circular was issued on 26.4.91 by the said letter it is mentioned that the terms of the agreement dated 17.11.87 was modified vide second agreement dated 16.7.88 was entered into between the parties. In terms of the said agreement a chance was to be given, "to all eligible temporary employees for permanent appointments. The appointments were against the vacancies likely to arise during the years 1995-96, circular made it clear that in view of the enormity of the problem an extension of the currency of the panel, eligible temporary employees who have been empanelled could not appear in the earlier interviews and have been pursuing their cases thereafter, "will be given another chance to appear for interview".

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

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

8. Further, Workman submits that in the counter affidavit filed in Writ Petition No.9206/97, the bank has submitted that it has about 805 branches in Andhra Pradesh alone. It has stated that due to exigencies of circumstances and on account of the urgent need in its banks, it employed temporary employees in subordinate cadre. It is pertinent to mention that it does not state the urgent or need or the nature of temporary employees that it had engaged. Enquiry into the same would reveal that the stand taken by the bank either on the ground of urgent need or of temporary employees is a façade to perpetuate unfair

labour practice. It is designed to on the one hand, keep the employed in the erroneous zone of hope and on the other to ensure that benefits that a model employer will extend under various statutes to its employees is not required to be borne out by the bank. A reading of the counter affidavit would show that the bank would opines that being just fair and reasonable are which obviously is reprehensible and is a facet of unfair labour practice.

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

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

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

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

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

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

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

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

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

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

15. Discussions were held and on 17.11.1987 an agreement was signed between the federation and the Management bank under Sec. 2(p) read with Sec 18(1) of the Industrial Disputes Act, 1947 read with Rule 58 of Industrial Disputes (Central) Rules 1957. A copy of the said settlement dated 17.11.87 which may be herein after referred as first settlement is filed and 4 categories were made as it has already been mentioned in the claim statement above, it need not be repeated here. In the first settlement, it was agreed that the temporary employees as categorized would be given a chance for being considered for permanent appointment in the bank's service against the vacancies which are likely to arise during the period 1987 to 1991. On 16.7.88 second settlement was arrived between the Federation and the Bank whereby it was agreed to substitute the period of consideration of vacancies as 1987 to 1992 in place of 1987 to 1991 as contemplated under the first settlement dated 17.11.1987. This is the second settlement. A 3rd settlement was entered into on 27.10.88 and it was agreed that the bank's service against the vacancies likely to arise from 1988 to 1992 was to be considered. Government of India vide its letter dated 16.8.90 issued guidelines to all the public sector banks with regard to recruitment and absorption of temporary employees in public sector banks. The said guidelines were issued to implement on the lines of approach paper on the issue provided by a committee constituted in this regard. Government of India guidelines made it clear that all the public sector banks may follow the provisions laid down in the approach paper. The approach paper specified that the cases of temporary service in 12 consecutive months and who are entitled to benefit of Sec.25F of the Industrial Disputes Act, 1947 may be decided by entering into a settlement with the representative union. In respect of temporary employees who had put in less than 240 days of service in 12 consecutive months or less, a settlement could be avoided and however if the Management so desired they could enter into a conciliation settlement with the representative union. In para. 6(h) it is mentioned that only those temporary employees who had put in temporary service of 90 days or more days after 1.1.82 would be eligible for considering under the scheme. Although the Government guidelines envisaged for a settlement in respect of employees who had put in temporary service of 90 days or more days, the bank by way of a further concession entered into settlements. Even in respect of those who had put in less than 90 days and also the bank went a step further and said those persons who are working after 1975 were also considered. Hence, there was a genuine effort on the part of the Respondent bank to provide as many as possible jobs subject to the availability of the vacancies. However, para 6 (k) of the approach paper made it clear that it is a one time, exercise in full and final, settlement of all the claims and disputes for the past period, in respect of temporary workmen covered by the settlement. Another settlement was entered on 9.1.91 herein after referred as 4th settlement and the time limit was extended upto 1994 and separate panel was prepared for temporary employees, casual/daily wagers. It was agreed that while vacancies arising between 1988 to 1994 in respect of temporary employees and in respect of casual/daily wagers, they can be considered for the vacancies arising between 1995-96 only.

16. It is submitted that the administrative set up of the Hyderabad Local Head Office comprises of four Zonal Offices (Zones) at Hyderabad, Vijayawada, Visakhapatnam and Tirupathi covering all the Districts of Andhra Pradesh. In terms of the settlement the Management after following the procedure laid down therein prepared the panels of qualified candidates of temporary employees denoted as 1989 panel and also panel of casual/daily wagers denoted as 1992 panel for giving a chance for being considered for permanent absorption. These panels were prepared zone-wise separately for messengers and non-messengers in the descending order of temporary service put in by the candidates during the stipulated period i.e., 1.7.1975 to 31.7.1988. That the Federation approached the Regional Labour Commissioner(C) for implementation of bi-partite settlement in respect of absorption of temporary employees. The Regional Labour Commissioner(C) conducted conciliation proceedings and an agreement was arrived between the Federation and the bank. It was agreed that it would be kept alive upto March, 1997. A copy of the conciliation proceedings dated 9.2.1995 signed by the parties is filed as material paper. A settlement was arrived at and an agreement was signed between the Federation and the Management bank on 30.7.1996 under Sec.2 (p) read with Sec.18(1) of the Industrial Disputes (Central) Rules, 1957, which is hereinafter called as 5th settlement. That on 27.2.1997 a Memorandum of understanding was also signed by the federation's affiliate and the bank Management recording the fact that the exercise of identifying the messengerial vacancies as on 31.12.1994 has since been completed by Central Office and thereby 403 messengerial vacancies were sanctioned . It was agreed that these vacancies may be filled from 1989 panel of temporary employees after effecting conversion from full time non-messengerial staff in the usual manner and the agreement was reached accordingly. It was agreed between the Federation's affiliate and the Management bank that in terms of the settlement dated 30.7.1996 both the panels of temporary employees and daily wagers/casual employees would lapse on 31.3.1997. That as agreed upon vacancies

were filled from the panels. The Workman who has put in an aggregate temporary service of less than 240 days in a continuous block of 12 months period during 1.7.1975 to 31.7.1988 has no right to seek a direction to consider his candidature for absorption in the Management bank under any rule/law except under the settlement entered into thereon.

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

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

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

20. In order to fortify his claim Workman has examined himself as WW1 and also filed documents in evidence which has been exhibited as Ex.W1 to W2. Further, the Workman has filed photocopies of documents in support of his claim which are discussed as under:-

Ex.W1 is the service certificate. Further Ex.W2 is the notification.

21. On the other hand, Respondent has examined witness MW1 Sri C.R.M. Sastry and this witness has exhibited two documents, marked as Ex.M1 and M2. The details of these documents are as follows:-

Ex.M.1 is the working days particulars of workman. Ex.M2 is the printed book containing settlement between the staff federation and Management for regularization of services of the temporary employees and casual employees.

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

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

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

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

II. Whether the action of State Bank of India, in terminating the services of Workman Sri P. Bhaskara Rao, a Messenger with effect from 31.3.1997 is justified?

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

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

Findings:-

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

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

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

Section 18(1) provides as follows:-

18. Persons on whom settlements and awards are binding.

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

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

Workman. The condition of lapse of empanelment list on 31.3.97 incorporated in the aforesaid 5th settlement, is arbitrary and illegal.

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

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

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

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

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

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

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

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

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

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

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

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

Agreement dated 30.7.1996 was entered into between both the parties in respect of lapsing of the both the panels on 31.3.1997 and absorption of the Workmen from panel list was subject to availability of vacancy of post likely to arise upto 31.3.1997, have a binding force on Workman as well as management of State Bank of India in view of provision contained under section 18 (1) of I.D. Act, 1947.

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

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

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

Section 25F provides:-

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

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

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

(c) notice in the prescribed manner is served on the appropriate Government or such authority as may be specified by the appropriate Government by notification in the Official Gazette].

Compensation to workmen in case of transfer of undertakings.

Section 25B defines the term continuous service which provides

Definition of continuous service.- For the purposes of this Chapter,--

(1) a Workman shall be said to be in continuous service for a period if he is, for that period, in uninterrupted service, including service which may be interrupted on account of sickness or authorized leave or an accident or a strike which is not illegal, or a lock- out or a cessation of work which is not due to any fault on the part of the Workman;

(2) where a Workman is not in continuous service within the meaning of clause (1) for a period of one year or six months, he shall be deemed to be in continuous service under an employer--

(a) for a period of one year, if the Workman, during a period of twelve calendar months preceding the date with reference to which calculation is to be made, has actually worked under the employer for not less than--

(i) one hundred and ninety days in the case of a Workman employed below ground in a mine; and

(ii) two hundred and forty days, in any other case;

In order to prove the fact of 240 days of service within 12 months of a calendar year just preceding from the date of termination, the initial burden of proof lies upon the Workman and the Workman has to prove this factum by adducing his oral as well as documentary evidence in support of his claim.

Further, how to calculate 240 days of service by the Workman in a calendar year. In this context the reference of decisions of Hon'ble Supreme Court is relevant and the same are discussed below:-

In Rajasthan State Ganganagar S. Mills Ltd. v. State of Rajasthan and Anr. (2004) Apex Court held:

"It was the case of the Workman that he had worked for more than 240 days in the year concerned. This claim was denied by the appellant. It was for the claimant to lead evidence to show that he had worked for 240 days in the year preceding the date of his termination. He has filed an affidavit. It is statement which is in his favor and that cannot be regarded as sufficient evidence for any Court or Tribunal to come to the conclusion that in fact the claimant had worked for 240 days in a year These aspects were highlighted in Range Forest Officer v. S.T. Hadimani (2002 (3) SCC 25. No proof of receipt of salary or wages for 240 days or order or record in that regard was produced. Mere non-production of the muster roll for a particular period was not sufficient for the Labour Court held that the Workman had worked for 240 days as claimed."

In Municipal Corporation, Faridabad v. Siri Niwas (2004 (8) SCC 195), held "*the burden was on the Workman to show that he was working for more than 240 days in the preceding one year prior to his alleged retrenchment." In M.P. Electricity Board v. Hariram (2004 (8) SCC 246) the position was again reiterated in paragraph 11 as follows: "The above burden having not been discharged and the Labour Court having held so, in our opinion, the Industrial Court and the High Court erred in basing an order of reinstatement solely on an adverse inference drawn erroneously ..*"

In the case of Manager, RBI, Bangalore vs. S Mani (2005) SCC Page 100, the 3 Judges Bench of the Apex Court held that "*the initial burden of proof was on the Workman to show that he had completed 240 days of service."*

Hon'ble Apex Court in the case of Mohan Lal vs Management BEL 1981 SCC page 225 has laid down the principle that how to count 240 days of service within one year it is held: *"Clause (2)(a) provides for a fiction to treat a Workman in continuous service for a period of one year despite the fact that he has not rendered uninterrupted service for a period of one year but he has rendered period of 240 days during the period of 12 calendar service for months counting backwards and just preceding the relevant date being the date of retrenchment. In other words, in order to invoke the fiction enacted in clause (2)(a) it is necessary to determine first the relevant date, ie the date of termination of service which is complained of as retrenchment. After that date is ascertained. move backward to a period of 12 months just preceding the date of retrenchment and then ascertain whether within the period of 12 months, the Workman has rendered service for a period of 240 days. If these three facts are affirmatively answered in favor of the Workman pursuant to the deeming fiction enacted in clause (2)(a) it will have to be assumed that the Workman is in continuous service for a period of one year and he will satisfy the eligibility qualification enacted in Section 25-F"*

"14. We have already extracted section 25B since its amendment and the change in language is the legislative exposition of which note must be taken. In fact, we need not further dilate upon this aspect because in Surendra Kumar Verma and Ors. v. Central Government Industrial-cum-Labour Court, New Delhi and Anr., Chinnappa Reddy. J., after noticing the amendment and referring to the decision in Sur Enamel and Stamping Works (P) Ltd case, held as under:

"These changes brought about by Act 36 of 1964 appear to be clearly designed to provide that a Workman who has actually worked under the employer for not less than 240 days during a period of twelve months shall be deemed to have been in continuous service for a period of one year whether or not he has in fact been in such continuous service for a period of one year. It is enough that he has worked for 240 days in a period of 12 months, it is not necessary that he should have been in the service of the employer for one whole year."

In a concurring judgment Pathak J. agreed with this interpretation of section 25B(2). Therefore, both on principle and on precedent it must be held that section 25B(2) comprehends a situation where a Workman is not in employment for a period of 12 calendar months, but has rendered service for a period of 240 days within the period of 12 calendar months commencing and counting backwards from the relevant date, i.e. the date of retrenchment. If he has, he would be deemed to be in continuous service for a period of one year for the purpose of section 25B and Chapter VA."

Thus, in view of the law laid down by the Hon'ble Apex Court as discussed above the initial burden of proof lies upon the Workman to show that he has completed 240 days of the service with the Respondent just preceding from the date of his termination. Further, in respect of the employment of calculating the 240 days service in view of the contents of Section 25-F read with Section 25-B of the I.D. Act, 1947.

29. The witness WW1 in chief examination has stated that he had worked for 69 days in the said branch in the year 1988. Further, witness states, "*I have worked for 448 days during 1988 in the bank and for which the service certificates are enclosed. I have been not given more than 200 days in any calendar year inspite of heavy work load and just to avoid us to get regularised. The bank calculations of ½ and 3/4 days are wrong. This squarely an unfair labour practice."* As per provision contained u/s.25 F read with Sec.25 B of I.D.Act, 1947, the Petitioner has to adduce the evidence of continuous service of 240 days in a calendar year just preceding from the date of his termination i.e., 31st March 1997. But as per the chief statement of witness WW1, he had worked continuously for 69 days in the branch in the year 1988. Further, witness has stated that he had worked for 448 days during 1988 in the bank which is contradictory statement because in the year 1988 the total number of days are only 365 days. Further, Petitioner witness has not adduced any evidence that he had worked for 240 days continuously in a calendar year of 12 months just preceding from the date of his termination i.e., 31st March 1997. However, the documents in evidence filed by the Petitioner do not corroborate the averment of the claim statement as these documents are not exhibited or proved by the statement of WW1 or any other witness's evidence. Further, the perusal of these documents goes to reveal that these are the photocopies of the certificates of different dates allegedly issued by Respondent which goes to reveal that the Petitioner had worked as a temporary messenger at the branch of the Respondent bank from 6.1.96 to 29.2.96 only for 55 days. Further, copy of certificate of temporary service filed by the Petitioner goes to show that Petitioner had not worked from 1st July 1975 to 31st December 1975, 1st January 1976 to 31st December 1976 with the Respondent bank. The copy of other certificate goes to show that from 1st February 88 to 14 May 88 Petitioner had worked only for 64 days. Other certificate dated 3rd June 96 goes to reveal that though Petitioner had worked from March 94 to September 95 but intermittently. Similarly, photocopy of other certificate of working days filed by the Petitioner do not support the claim of the Petitioner that he had worked for 240 days continuously in a calendar year just preceding from the date of his termination ie., 31st March 97. Therefore, the claim of the Petitioner that he has been terminated in contravention of provision contained under section 25 F of the Act is not corroborated by his oral or documentary evidence.

30. Per contra, the Learned Counsel for Respondent has submitted the allegation of Workman that he was terminated from services is not correct. As the vacancies were filled up on regular basis in order of their respective seniority the non-engagement of the Workman does not amount to termination. Further, Respondent contended that no law provide that even though there is no work temporary employee should be continued in the bank work as the very engagement of Workman was subject to availability of work. Therefore, the allegation that the bank has indulged in unfair labour practice is incorrect.

31. Thus, in view of the fore gone discussion and contentions made by the Respondent, I find the force in the argument advanced by the Respondent that in the instant matter, Workman was not terminated from service by order dated 31.3.1997 rather he was disengaged in view of the non-availability of the work in the branch. Further, there was direction issued by the Head Office of the Respondent authority not to engage any daily wager Workman/ temporary Worker w.e.f. 1.4.1997. Thus, such disengagement of Workman does not amount to termination. Moreover, the Workman failed to prove his claim that he was terminated in contravention of provision of Sec.25F of the I.D. Act, 1947 as he failed to establish his plea by any oral or documentary evidence that he had worked for 240 days continuously in a twelve months of calendar year just preceding from date of termination i.e., 31.3.1997.

32. Further, perusal of the order dated 25.3.1997 goes to reveal that the Chief Branch Manager, State Bank of India has issued the letter to Zonal Office with direction to all its branches to this effect that they have been advised by the DGM, Zonal Office, Hyderabad that as both the panel of temporary employees of 1989 and daily wagers/casual labour of 1992 will lapse on 31.3.1997 it has been decided by central office not to make any temporary appointments in messengerial cadre from 1.4.1997, therefore it was directed to issue suitable instructions not to make temporary appointments from 1.4.1997. There is no mention in this order that the Workman herein has been terminated from service by this order.

33. Further, the circular dated 27.3.1997 was issued by DGM, SBI to all branches in commercial network in respect of the non-appointment of temporary employees in subordinate cadre and it has directed not to make any temporary employment in the subordinate cadre with effect from 1.4.97 and further, it has directed to ensure that no temporary/casual/daily basis appointment of the petty cash. Further, it is directed to all Branch Managers that any deviation in this regard will be viewed seriously. Thus, these circulars do not reflect that the Workman has been terminated from service by this order.

34. Similarly, office order dated 31.3.1997 is simply a direction to all branches of the Respondent bank by DGM that no further daily labour should be engaged or employed. Therefore, the plea of the Workman that he has been terminated by the aforesaid order dated 25.3.1997, 27.3.1997 and 31.3.1997 from the service by the Respondent is not acceptable. The evidence adduced by the Workman clearly goes to reveal that he had worked as a daily wager for which he has been paid wages according to number of working days. As there was an order for prohibition for engaging temporary workmen, in the bank, therefore, Workman could not be engaged by the Respondent for work from 1.4.1997 and there after. It is settled law that the daily wagers are engaged by the employer depending upon the availability of work and as the work was not available the Workman was not engaged further by the Respondent management. Therefore, the Workman on the ground of number of days he had worked in the Respondent bank cannot claim any right to reinstate him into the employment. As the Workman failed to prove the mandatory condition of 240 days of continuous service as required under Sec.25F of I.D. Act, 1947. Therefore, the disengagement of Workman from work can not be termed in contravention of provision contained under Sec.25F and 25 B of the I.D. Act, 1947.

Thus, this point is answered against the Workman and in favour of Respondent.

35. **Point No.III**:- In this context, the Workman has contended that the management failed to implement the selected panels during its valid tenure. The management adopted the back door methods contrary to the settlements and filled up the vacancies. The same is evident from the proceedings dated 18.11.1993 a copy of the same is filed in the material papers and the same may be read as part of the claim statement. Further, it is submitted that management has to adhere the procedure issued by the Central Government, the instructions dated 16.8.1990 in the year 1995, but same was not followed in the year 1997 despite there being vacancies. The management has followed the procedure of calling candidates through employment exchange instead of giving chance to the empanelled candidates like the Workman herein. The management sent call letters to the similarly situated candidates like the Workman in the month of June 1997 subsequent to issuance of impugned termination orders. After knowing the fact that they are litigating the issue by way of dispute, the management has refused to engage those candidates, the copies of call letters issued are filed herein along with claim petition. The Workman herein reiterates that the panels are meant for absorption but not for termination. In view of the same a duty is cast upon the Respondent management to engage the empanelled candidates like the Workman herein even in temporary vacancies till they are absorbed permanently in regular vacancies.

36. On the other hand, Respondent has contended that the Federation approached Regional Labour Commissioner (Central) for implementation of bipartite settlement in respect of the absorption of temporary employees. The Regional Labour Commissioner (Central) conducted conciliation proceedings and agreement was arrived at between the Federation and the Management bank. It is submitted that it was agreed between the Federation and the Management that both the panels of temporary employees and daily wagers /casual labour would be kept alive upto March, 1997 and the vacancies as agreed to under the afore set out settlements will be filled from both the lists concurrently. A copy of the conciliation proceedings dated 9.6.1995 signed by the parties to the dispute is filed as a material paper. Further, it is submitted that the settlement was arrived at and an agreement was signed between the Federation and the Management bank on 30.7.1996 under Section 2(p) read with Section 18(1) of the Industrial Disputes (Central) Rules 1957 which is binding on the parties. A copy of this agreement which hereinafter may be referred to as 5th settlement for brevity, is also filed as a material paper. The 5th settlement dated 30.7.1996 whereunder the earlier four settlements dated 17.11.1987, 16.7.1988, 27.10.1988 and 9.1.1991 were also referred, it was agreed to, by the Federation and the Management bank that both the panels of temporary employees and daily wagers/casual employees will be kept alive upto March, 1997 for filling the vacancies existing/arrived at as on 31.12.1994 as per the norms agreed to between the bank and Federation and that thereafter the said panels would lapse. It was also agreed that within the framework of the above settlements the modalities about drawing names from either the panel of temporary employees or the panel of daily wagers and casual labour would be decided administratively on circle to circle basis depending upon the local requirements in consultation with the Federation's affiliate by the Circle management. It was further agreed that all messenger real vacancies/positions in the subordinate cadre including part-time attendants specifically provided as leave reserve will be filled by the end of 31.3.1997. Further, Respondent contended that on 27.2.1997 a memorandum of understanding was also signed between the Federation's affiliate and the bank management regarding the fact that the exercise of identifying the messengerial vacancies as on 31.12.1994 has since been completed by central office and thereby 403

messengerial vacancies were sanctioned to the circle of the Management bank and it was agreed that these vacancies may be filled from 1989 panel of temporary employees after effecting conversion from full time non-messengerial staff in the usual manner and the agreement was reached upon. Further, it was agreed between the Federations affiliate and the management bank that in terms of the settlement dated 30.7.1996 both the panels of temporary employees and daily wagers /casual employees would lapse on 31.3.1997.

37. The Workman has contended that the empanelled list prepared by the Respondent management for appointment of temporary and daily wage Workers to the permanent post cannot lapse unless until it is exhausted by appointing all the empanelled persons and it should continue even after 31.3.1997, i.e., the date fixed for the lapse of panel. It is undisputed that the date of lapse of empanelled list of Workmen has been fixed to 31.3.1997 as mentioned in the settlement dated 30.7.1996, and agreed between the parties. It is settled law that and once the life of panel list lapses on the date as agreed between the parties it cannot be extended beyond that date. In the instant case the panel list of the workmen was valid upto 31.3.1997 in view of the terms and conditions enumerated in the 5th Settlement entered into between the parties. As the lapse of panel i.e., 31.3.1997 has been agreed by State Bank of India and State Bank of India Staff Federation through 5th Settlement, the Workman is not competent to challenge the same.

In this context I would like to take reference of the decision of the apex court in the case of **Syndicate Bank and Ors vs. Shankar Paul and Ors , AIR 1997 SC 3091, therein the Hon'ble Apex Court** have held:-

"Till 1982, the branches of the appellant Bank in Calcutta region were recruiting persons locally to work as temporary attenders in leave vacancies. In view of the revised procedure prescribed by the Government of India in respect of such temporary appointments, the Calcutta regional office of the appellant Bank issued a circular to all of its branches on 14.8.1982, instructing all the branches under it to discontinue the old practice from 1.6.1982 and appoint only empanelled candidates. The regional office was to prepare a panel of eligible candidates, after calling names from the local/district employment exchange, and split it up branch-wise. Following that new procedure yearly panels were prepared thereafter. Names of the Respondents were for the first time included in the panel prepared for the period 7.2.1987 to 6.2.1988. By its letter dated 7.2.1987 the Bank had informed the Respondents that the panel was valid for one year only and that inclusion of their names in the panel was not to confer on them any right to seek permanent appointment in the service of the bank. Considering the object with which the panel was prepared and the fact that it was an yearly panel expiring on 6.2.1988, we are of the opinion that the Respondents did not get any right, because of inclusion of their names in the said panel, for permanent absorption in the service of the Bank. Whatever conditional right they had came to an end with the expiry of the panel. The claim of the Respondents, as contained in the writ petition was thus misconceived and therefore the learned single Judge and the Division Bench, when it first decided the appeal, were right in dismissing the writ petition and the appeal respectively."

Thus, in view of the above law laid down by the Hon'ble Apex Court and in view of the terms and conditions of the 5th Settlement the contention of the Workman that empanelled list should continue even after 31.3.1997 till the last Workman in the panel is absorbed is not tenable. The contention of the Workman is baseless in view of recital in the settlement. Therefore, in view of the fore gone discussion and finding given at Point No. I regarding binding nature of Settlements and terms and conditions enumerated therein, in view of the provision contained u/s.18(1) of the I.D. Act, 1947, I am of the considered view that life of panels lapsed on 31.3.1997 in view of terms of settlement dated 30.7.1996 and plea of Workman that the panel shall continue even after 31.3.1997 till last man absorbed has no legal force and same is untenable.

38. Undisputedly, settlement agreement dated 30.7.1996 was executed between the State Bank of India and State Bank of India Staff Federation and in that settlement it was agreed that both the panels of temporary employees and daily wagers/ casual employees will be used for filling vacancies existing as on 31.12.1994 as per the norms agreed between the bank and the Federation. These empanelled workmen were to be given a chance for permanent appointment in the bank against vacancies arising up to December 1994 whereas the daily wagers/ casual employees were to be considered against the vacancies arise from January 1995 to December 1996, whereby the said panel would lapse. It was agreed that the vacancies falls upto 31.3.1997 shall be filled before the empanelled list is allowed to lapse. Thus, the claim of the Workman to the post of permanent non-messenger in the Respondent management was subject to the availability of the sanctioned post and vacancies arising upto 31.3.1997. The workmen given chance to

the permanent post were seniors in number of working days in panel list and Workman herein was junior to those workmen. Therefore, Workman could not be given absorption to permanent post being junior to other workmen in the panel list.

39. Moreover, the Respondent management witness MW1 in chief statement has given the evidence that, "It is not true to say that bank has removed the Workman from service by taking care to see that he did not complete 240 days of the service continuously within a period of 12 months. The engagement of the service of the workmen was need based and there is no continuous availability of leave vacancies for engaging his services." Although this witness was cross examined by the Petitioner but the above statement of the management witness in chief remained uncontroverted, as the witness MW1 was not cross examined by Petitioner on this point. Therefore, the claim of the Petitioner that he has been removed from service by the management illegally is untenable. Further, witness MW1 in his chief statement has stated that, the workman was engaged in leave vacancies in the bank on Temporary basis. This witness has categorically stated that, "The last person whose services was regularised has completed 97 days of employment during the crucial period as per settlement whereas the Workman herein worked for 64 days during that period." This statement of witness MW1 remained uncontroverted as the Petitioner did not cross examine the witness MW1 on this point. Therefore, the Petitioner Workman as per number of working days, failed to fulfil eligibility criteria of working days as required for regularisation. Therefore, he was not given regularisation in the employment of the Respondent. Moreover, the Workman witness WW1 in his cross examination has admitted the fact that he do not know whether any junior to him in 1989 panel were regularised in the services. Further, WW1 states that he do not know particulars of the settlement reached between the management and staff union. Therefore, in view of the statement of WW1 in cross examination, the claim of the Petitioner that he was refused regularization by the Respondent management illegally, is untenable. Thus, from the above statement of the Workman witness WW1 it is clear that the panel was prepared in terms of various settlements entered into between Staff Federation of State Bank of India and State Bank of India and it was prepared on the basis of number of days of work put in by the temporary employees. Further, the Workman himself admitted that some of the temporary employees whose names were included in the panel were given regular appointment in the bank in order of their seniority in the panel and he is not having any document to show that any person who worked for less number of days than the Workman was given appointment in the bank. Therefore, the allegation of the Workman that the regular appointment has been made by the bank from the panel list in breach of the terms of the settlement and violation of seniority of panel list is not proved by this evidence of WW1. Thus, there is no evidence on record that bank has given the appointment to the temporary employees as well as daily wagers from the panel list 1989 and 1992 in breach of seniority of the temporary employees in the list. There is no evidence of jumbling in the panel list to make appointment of any permanent Workman in breach of the seniority. Therefore, I am constrained to hold that the Respondent Management has appointed the workmen from panel list in order of seniority and there is no jumbling of workmen in the panel list before it got lapsed on 31.3.1997.

40. However, Workman has taken the plea that the panels of Workmen for absorption in the employment of the Respondent banks (panels of temporary employees and daily wagers) has been lapsed on 31.3.1997 in contravention of terms of settlement as the object of preparing the entire empanelment of temporary and daily wagers was to provide them permanent employment and till the both the panel lists exhausted the panel list cannot be lapsed on 31.3.1997 and the date of lapsing of the panel on 31.3.1997 has been fixed by the Respondent arbitrarily without any authority.

41. In this context, the perusal of Settlement dated 30.7.1996 reveals that the 5th Settlement dated 30.7.1996 was entered under Section 2(p) and 18(1) of I.D. Act, 1947 read with Rule 58 of Industrial Dispute (Central) Rules 1957. This settlement has been entered into by the competent parties and in this settlement parties thereto agreed that both the panels of temporary employees and daily wagers/casual employees will lapse on 31.3.1997. Thus the date of lapse of panel was fixed by both the parties with consensus under the settlement dated 30.7.1996 and same is binding upon the Workman under the provision of Section 18(1) of I.D. Act, 1947. Moreover, this issue of binding force of the settlement dated 17.11.1987, 16.7.1988, 27.10.1988 and 9.1.1991 has already been discussed, decided at finding in Point No.I of this award. However, the legality and validity of the aforementioned settlement has not been challenged by the Workman before any competent forum. Thus, claim of Workman that the date of lapse of panel i.e., 31.3.1997 has been fixed arbitrarily by the Respondent bank is untenable. As regard the claim

of Workman for his absorption to the permanent post it is settled law that the Workman can not claim his regularization to permanent post merely on the basis of number of working days.

42. In this context the reference of the decision of Hon'ble Supreme Court in the case of **Oil and Natural Gas Corporation vs Krishan Gopal 2020(3) SCALE 272, date of decision 7.2.2020** is relevant therein Hon'ble Supreme Court have has laid down principle regarding regularization of the Workman on permanent posts. Hon'ble Supreme Court have laid down the prepositions of regularization of the workmen to permanent post is as under:-

"*(i) Wide as they are, the powers of the Labour Court and the Industrial Court cannot extend to a direction to order regularisation, where such a direction would in the context of public employment offend the provisions contained in Article 14 of the Constitution;*

(ii) The statutory power of the Labour Court or Industrial Court to grant relief to workmen including the status of permanency continues to exist in circumstances where the employer has indulged in an unfair labour practice by not filling up permanent posts even though such posts are available and by continuing to employ workmen as temporary or daily wage employees despite their performing the same work as regular workmen on lower wages;

(iii) The power to create permanent or sanctioned posts lies outside the judicial domain and where no posts are available, a direction to grant regularisation would be impermissible merely on the basis of the number of years of service;

(iv) Where an employer has regularised similarly situated workmen either in a scheme or otherwise, it would be open to workmen who have been deprived of the same benefit at par with the workmen who have been regularised to make a complaint before the Labour or Industrial Court, since the deprivation of the benefit would amount to a violation of Article 14; and

(v) In order to constitute an unfair labour practice under Section 2(ra) read with Item 10 of the Vth Schedule of the ID Act, the employer should be engaging workmen as badlis, temporaries or casuals, and continuing them for years, with the object of depriving them of the benefits payable to permanent workmen.

Thus, in view of the principles laid down by the Hon'ble Supreme Court as discussed above, in the instant matter the Workman utterly failed to prove his claim by adducing any documentary or oral evidence that the employer has indulged in unfair labour practice by not filling the permanent posts even though such posts are available and by continuing to employ workmen as temporary or daily wage employees despite their performance was the same work, as regular workmen on lower wages.

43. Respondent has contended that all the vacancies exist and arise upto 31.3.1997 has been filled up from the panel list in order of seniority and no vacancy exists or arises as on 31.3.1997 remained unfilled. Further, it is contended that as per terms of settlement the life of panel lists has been lapsed on 31.3.1997, hence, there is no occasion to extend the life of panel lists beyond 31.3.1997. However, the workman failed to prove contrary by any evidence to the aforesaid contention of the Respondent that the vacancies were existing as on 31.3.1997 and the workman was not given absorption to the permanent post in order of his seniority. It is settled law that the power to create permanent or sanctioned post lies outside the judicial domain and where no posts are available, a direction to grant regularization would be impermissible merely on the basis of the number of years of service. Therefore, the claim of the workman on this ground also not acceptable.

44. Further, as per the of settlement, panel was prepared for absorption of the workmen on the permanent posts has already been lapsed on 31.3.1997 and the vacancies existing and arising upto 31.12.1994 and upto 31.3.1997 as settlement dated 30.7.1996 has been filled up from the panel by appointing the workmen as per seniority in the panel list. Workman witness WW1 in his cross examination has himself admitted this fact that, some of the temporary employees whose names were included in the panel were given regular appointment in the bank in order of their seniority in the panel. The Workman failed to show that there was any breach of terms of settlement has been committed by the Respondent in appointment to permanent post from aforesaid panel list.

45. As discussed in preceding paragraph of this Award, the life of the panel has not been extended beyond 31.3.1997, by any further settlement hence, the panel list in which name of the Workman was included got expired on 31.3.1997. It is not the case of the Workman that Respondent has regularized similarly situated workmen either in the scheme or otherwise and the Workman has been deprived of same

benefit on par with those workmen or the vacancies remained unfilled on the date of lapse of panels i.e., 31.3.1997, Industrial Tribunal has no jurisdiction to extend the date of lapse of panel i.e., 31.3.1997. This Tribunal can not order for regularization of workmen to the permanent post in contravention of the provision of Article 14 of the Constitution of India.

In the case of **Mahboob Deepak vs. Nagar Panchayat Gajraula & Anr, Civil Appeal No.5875/2007 date of judgement 13.12.2007,** Hon'ble Supreme Court have held:-

"8. Respondent is a Local Authority. The terms and conditions of employment of the employees are governed by a statute and statutory rules. No appointment can be made by a Local Authority without following the provisions of the recruitment rules. Any appointment made in violation of the said rules as also the constitutional scheme of equality as contained in Articles 14 and 16 of the Constitution of India would be a nullity.

9. Due to some exigency of work, although recruitment on daily wages or on an ad hoc basis was permissible, but by reason thereof an employee cannot claim any right to be permanently absorbed in service or made permanent in absence of any statute or statutory rules. Merely because an employee has completed 240 days of work in a year preceding the date of retrenchment, the same would not mean that his services were liable to be regularized."

Therefore, in view of the law laid down by the Hon'ble Apex Court, the claim of the Workman for absorption merely on the basis of number of day of work in the Respondent bank Branch is not acceptable. As regard plea of the Workman that the Workman should have been given employment even after 31.3.1997 as temporary Workman, it is the discretion of Respondent to engage the Workman depending upon availability of work and this Tribunal can not direct the Respondent to engage the Workman in the absent of such rule/scheme.

46. In view of principle laid down by Hon'ble Apex Court as discussed above, in the instant matter Workman utterly failed to establish the fact of rendering continuous service for a period of 240 days of service within a period of 12 calendar months commencing and coming backward from relevant date i.e., the date of retrenchment, if has he would be denied to be in continuous service for a period of one year. Therefore, the provision contained under Sec.25F of retrenchment is not applicable to Workman.

Counsel for Workman has relied upon number of decisions of Hon'ble High Court and Hon'ble Supreme Court and few of them are discussed herein:-

In the case of **F.C.I., vs. Kamdhenu Cattle Feed Industries 1993 (1) SCC 71,** therein Hon'ble Supreme Court have held:-

"7. In contractual sphere as in all other State actions, the State and all its instrumentalities have to conform to Article 14 of the Constitution of which non-arbitrariness is a significant facet. There is no unfettered discretion in public law: A public authority possesses powers only to use them for public good. This impose the duty to act fairly and to adopt a procedure which is `fairplay in action'. Due observance of this obligation as a part of good administration raises a reasonable or legitimate expectation in every citizen to be treated fairly in his interaction with the State and its instrumentalities, with this element forming a necessary component of the decision making process in all State actions. To satisfy this requirement of non- arbitrariness in a State action, it is, therefore, necessary to consider and give due weight to the reasonable or legitimate expectations of the persons likely lo be affected by the decision or else that unfairness in the exercise of the power may amount to an abuse or excess of power apart from affecting the bona fides of the decision in a given case. The decision so made would be exposed to challenge on the ground of arbitrariness. Rule of law does not completely eliminate discretion in the exercise of power, as it is unrealistic, but providers for control of its exercise by judicial review."

In the case of **State Bank of India, R.O., Vijayawada vs. Industrial Tribunal, Hyderabad WP No.193/1997,** therein Hon'ble High Court have held,

"*Sri Krovvidi Narasimham, the learned counsel for the 2nd respondent contends, supporting the award that it was a permanent vacancy and even though the 2nd respondent was appointed on temporary basis, his services were not liable to be terminated and he was to be regularised into service on permanent basis. Shastry award warrants that no temporary appointment can be made to a permanent post. But the matter is now covered by two division bench judgements dated 28.11.1986 in W.A. No.791 of 1986 and 25.8.1987 in W.A. No.270 of 1982. The ratio decided in the two judgements is to the effect that there cannot be any*

mandate to appoint employees on permanent basis when the requirement was for appointment on temporary basis. But it is held in the said judgements that when a temporary appointee is ousted from service and not for misconduct and, if again temporary appointment is to be made, then, the case of such temporary appointee who was ousted, has got to be considered in accordance with Sec. 25-H of the Act."

In the case of **State of Haryana and others vs. Piara Singh and others. 1992 (4) SCC 118,** therein Hon'ble Supreme Court have held:-

" 49. If for any reason an adhoc or temporary employee is continued for a fairly long spell, the authorities must consider his case for regularization provided he is eligible and qualified according to the rules and his service record is satisfactory and his appointment does not run counter to the reservation policy of the state."

In the above cited judgements by the Workman the facts of the case are different hence do not apply to instant case of Workman.

47. On the other hand, in support of his contention Respondent has examined witness MW1 and MW1 in chief examination states that, Settlements i.e., on 17.11.1987, 16.7.1988, 27.10.1988, 9.1.1991 were entered into between the SBI and SBI Staff Federation for filling up of the vacancies that arise up to 1994 for those temporary employees who has worked on scale wages. Further, MW1 states that two different panels for messengers and non-messengers as per the eligibility criteria prescribed by the bank. There are four modules in Andhra Pradesh and they are Hyderabad, Tirupathi, Vijayawada and Visakhapatnam. MW1 states that the temporary employees so empanelled were given permanent absorption depending upon the vacancies so arise strictly in terms of the settlement. MW1 states that on 9.6.1995 conciliation proceeding was held before the RLC(C), Hyderabad and in said proceedings it was decided that the panels will be kept live up to 31.3.1997 and vacancies will be filled from both the lists concurrently. Further, MW1 states that on 30.7.1996 another settlement was entered between the SBI and All India SBI Staff Federation providing for filling up of the vacancies arising up to December 1994 in respect of subordinate cadre and daily wage /casual wage employees out of panel so prepared were to be considered against vacancies arising from January 1995 to December 1996, thereafter the said panels lapse. MW1 states that it was also agreed that all the non- messenger positions in subordinate cadre including part time attendants specially provided as leave reserve will be filled before 31.3.1997 and as regards to non-messengerial positions it is agreed that all such posts sanctioned and fallen vacant up to 31.3.1997 shall be filled before the empanelled list is allowed to lapse. Thus in both the cases empanelled list were lapsed on 1.4.1997. Further, witness states that on 27.2.1997 a memorandum of understanding was reached between the SBI and SBI Staff Federation providing that both the panels above mentioned will lapse on 31.3.1997. Ex.M2 contains, Memorandum of understanding and statements giving the particulars of 1989 non-messenger panel, statement of 1989 non- messenger panel and statement of 1992 panel. Further, witness states that petitioner was included in the 1989 panel. As the existing vacancies at that time were exhausted and his turn did not come he could not be given permanent employment in the bank as per the agreements. All the appointments were made strictly in accordance with the settlements reached from time to time between SBI and SBI staff federation and as per seniority, number of days of temporary service put in by them in the bank in the given period. Further, MW1 states petitioner was not sponsored by any employment exchange he did not undergo the regular process of selection required for appointment as a regular non-messenger the petitioner has not worked for 240 days in any year in his entire temporary service in the bank. The petitioner and other temporary employees were terminated from service by the bank. Further, MW1 states that the vacancies were filled up on regular basis with the temporary employees from the panels and these panels were expired in terms of the settlements so reached and there were no vacancies to absorb such employees. Thus, witness MW1 has proved the documents Ex.M1 and Ex.M2 and also contentions made in the counter. However, MW1 was cross examined by the Petitioner Counsel. But nothing has been elicited in his cross examination so as to discredit the testimony of the witness MW1 as regards the date of lapse of both the panels on 31.3.1997 and reasons assigned for non-absorption of the Petitioner from the panel list to the permanent post. Moreover the witness MW1 was re-examined by the Respondent and the witness MW1 states that panels were expired in terms of the settlement send absorptions to the extent of the available vacancies were made. There was no termination of any temporary messenger as such but their services were not utilized after the cut off date as the available vacancies were already filled up and most of these Petitioners were not in the service of the bank as on the date of the expiry date of the panels. Therefore, in view of the aforesaid testimony of the MW1 in re-examination in

the absence of cross examination remained uncontraverted, the claim of the Workman that he was entitled for absorption in permanent post in the branch of Respondent Management on the basis of panel list is found not established.

This point is answered against the Workman.

48. **Point No.IV**:- In view of the discussion and finding given at Point Nos. I, II and III, the Workman is not entitled for any relief and claim statement of Workman sans merit and liable to be dismissed.

This Point is answered accordingly.

AWARD

In view of the fore gone discussion, it is held that the action of the Respondent bank in terminating the services of Sri P. Bhaskara Rao, Ex. Messenger by way of oral orders w.e.f. 31.3.1997 is justified. Hence, the Petitioner is not entitled for any relief as prayed for. The claim statement filed by Workman sans merit, hence, dismissed. Reference is answered accordingly.

Award is passed accordingly. Transmit.

Typed to my dictation by Smt. K. Phani Gowri, Personal Assistant, transcribed by her, corrected and signed by me on this the 13th day of May, 2026.

IRFAN QAMAR, Presiding Officer

Appendix of evidence

Witnesses examined for the Petitioner	Witnesses examined for the Respondent
WW1: Sri P. Narayanaswamy	MW1: Sri C.R.M. Sastry

Documents marked for the Petitioner

Ex.W1: Photocopy of service certificate

Ex.W2: Photocopy of notification

Documents marked for the Respondent

Ex.M1: Photocopy of statement showing no. of working days of Petitioner

Ex.M2: Photocopy of printed book containing settlement between the staff federation and Management for regularization of services of the temporary employees and casual employees.

नई दिल्ली, 17 जून, 2026

का.आ. 1271.—औद्योगिक विवाद अधिनियम 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार **भारतीय स्टेट बैंक** के प्रबंधतत्र, संबद्ध नियोजको और उनके कर्मकारो के बीच अनुबंध में निर्दिष्ट **औद्योगिक** विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय **हैदराबाद** के पंचाट (197/2002) प्रकाशित करती है।

[सं. एल-12012/64/2000-आईआर (बी-I)]

सलोनी, उप निदेशक

New Delhi, the 17th June, 2026

S.O. 1271.— In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. 197/2002*)* of the *Cent. Govt. Indus. Tribunal-cum-Labour Court Hyderabad* as shown in the Annexure, in the industrial dispute between the management of State Bank of India and their workmen.

[No. L-12012/64/2000– IR (B-I)]

SALONI, Dy. Director

ANNEXURE

In The Central Government Industrial Tribunal Cum Labour Court At Hyderabad

Present: **Sri IRFAN QAMAR**

Presiding Officer

Dated the 13th day of May, 2026

INDUSTRIAL DISPUTE No. 197/2002

[Old ID No.42/2000 of Industrial Tribunal No.I, Hyderabad]

Between:

Sri B. Lachaiah,

H.No. 7-10-56,

NR.Natraj Talkies, Bodhan Road,

Nizamabad 503001.

… Petitioner

And

The Asst. General Manager,

(Personnel & HRD Deptt)

State Bank of India,

Local Head Office, Bank Street,

Koti,

Hyderabad-500 095. …..Respondent

Appearances:

For the Petitioner : Sri Macherla Rangaiah, Advocate

For the Respondent: Sri Y. Ranjeeth Reddy, Advocate

AWARD

The Government of India, Ministry of Labour by its order No. L-12012/64/2000-IR(B.I) dated 14.07.2000 referred the following dispute under section 10(1)(d) of the I.D. Act, 1947 to Industrial Tribunal No.I, Hyderabad for adjudication and later the same has been transferred to this Tribunal bearing ID No. 42/2000, as per orders of Central Government vide Lr.No.H-11026/1/2001-IR(C.II) dated 18.10.2001, requiring this forum to decide the question:

SCHEDULE

"Whether the action of the management of State Bank of India, Local Head Office, Hyderabad in terminating the services of Sri B. Lachaiah, Ex.Temporary Messenger, by way of oral orders with effect from 31.3.1997 is justified? If not, what relief he is entitled?"

After receipt of the reference, it was numbered as ID No. 197/2002 and notices were issued to both the Workman and the management.

2. Before unfolding the factual matrix of the instant industrial dispute it would be apposite to have a bird eye view of a chequered history of the instant industrial dispute. Earlier instant industrial dispute along with the batch cases was decided by this Tribunal vide common award dated 17.5.2005 and the reference was answered in favour of the Respondent and against the Workman. That said common award dated 17.5.2005 was challenged by the aggrieved Workmen in various Writ petition No.6470/2014 along with batch of writ petitions before the Hon'ble High Court of Andhra Pradesh and Hon'ble High Court vide its' judgement dated 23.6.2014 allowed all batch of writ petitions and set aside the common award dated 17.5.2005 passed in ID No.222 of 2001 and other batch of ID cases by Central Government Industrial Tribunal cum Labour Court, Hyderabad and the Respondent management of State Bank of India was directed to reengage the Writ Petitioners in position, which they have been occupying prior to their termination and further directed to consider their cases for regularization as and when the substantive vacancy arises. This judgement dated 23.6.2014 of Hon'ble High Court of AP, passed in WP No.6470/2014 and batch petitions was challenged by Respondent management before the Hon'ble High Court in Writ Appeal No. 1268 of 2014. The aforesaid Writ Appeals No.1268/2014 and other Writ Appeals were decided by Division Bench of High Court of Andhra Pradesh by a common judgement dated 20.3.2019. Hon'ble High Court in aforesaid Writ Appeal was pleased to pass the order which is extracted as below:-

" 7. Hearing the learned senior counsel for the SBI and the learned senior counsel for the contesting unofficial Respondents, we see that while the learned single Judge was justified in setting aside the award af the Tribunal, the proper course to be adopted was to remit all the cases to the Tribunal. This we say for reasons more than one. Firstly, in such matters, claims have to be decided on individual basis, as different persons have different claims as to the length of officiation or discharge of duties and functions; quality of engagement, drawings, accounting of the post for each one of them, who have worked etc. All these issues will not be the same in all the cases. Therefore, each case ought to have been directed to be decided by the Tribunal afresh on individual basis. The second and most important aspect is the learned single Judge has in one go ordered re-employment of all the workmen. This is not a relief that could have been granted without answering the individual issues; each issue relating to each case could not have been decided by the writ Court within the format of its adjudication procedures and scope. The adjudicating body, which has to do that activity, is the Industrial Tribunal. Therefore, we are of the view that while we would sustain the order of the learned singe Judge insofar as it interfered and sets aside the award of the Tribunal, the further findings and directions, issued through the impugned order have to go and the individual cases have to be sent back for consideration of the Tribunal. Such further procedure before the Tribunal will have to be carried forward with the materials already on record and also by affording an opportunity to the persons, who have claims as well as the management to place their rival contentions and further material before the Tribunal. The learned counsel appearing for the workmen are justified in pointing out that enormous delay has already happened and further action by the Tribunal in this line may be expedited.

9. In the result, these writ appeals are ordered;

(1) affirming the impugned common order of the learned single Judge to the extent it sets aside the common award dated 17.05.2005 of the Industrial Tribunal;

(2) the further findings and directions issued through the impugned common order are vacated:

(3) all the matters shall be remitted to the Industrial Tribunal with a direction to dispose of them within an outer limit of five (5) months from the date of receipt of a copy of this order; and,

(4) the parties to make appearance before the Tribunal on the given date."

Thus, in view of the above direction of Hon'ble High Court of Andhra Pradesh in W.A.No.1268 of 2014 and batch cases. This Tribunal has taken up the matter of industrial dispute for hearing and deciding it afresh in view of the aforesaid guidelines laid down by the Hon'ble High Court in Writ Appeal No.1268/2014 vide judgement dated 20.3.019.

3. The factual matrix of instant industrial dispute as narrated by the Workman in his claim statement are that, the Workman joined in the service of the management institution as Messenger from 1985 to 1996, and has rendered unblemished service spreading over a period of about 5 years. The Respondent has terminated services of Workman by oral orders with effect from 1.4.1997. Further, it is submitted that

the management of Respondent bank decided to give a chance to temporarily employed personnel "found suitable for permanent appointment" by wait- listing them by offering permanent appointment or waitlisting till such opportunity arises.

4. That on 17.11.1987 a settlement was reached between All India State Bank of India Staff Federation and the Management of State Bank of India - settlement one, under this settlement three categories of employees were listed. That is, A) those who have completed 240 days in 12 months or less after 1.7.1975. B) those who have completed 270 days in any continuous block of 36 calendar months after 1.7.1975. C) (i) those who have completed minimum of 30 days aggregate temporary service in any calendar year after 1.7.1975 or (ii) 70 days aggregate temporary service in continuous block of 36 months after 1.7.1975.

5. The persons who satisfied in all the above 4 categories were to be interviewed by a selection committee and the said selection committee would determine the suitability of the said candidate for permanent appointment. Therefore, the bank prescribed certain qualifications and from among the candidates satisfying the qualifications the suitable candidates were enlisted by a selection committee. The Clause 7 of the said agreement provided with the selected candidate would be wait listed in order of their respective categorization and the selected panel would be valid upto December, 1991. Clause 10 of the settlement specifically provided that henceforth. "there will be no temporary appointments in the subordinate cadre", except on a restrictive basis in the specified category, "from amongst empanelled candidates as per existing guidelines of the bank". The Workman further submits that consequent upon the said agreement and the draft, a notification was issued in the newspapers. The last date for responding to the advertisement was 30.8.1988. A written examination followed by viva-voce in May, 1989 was held. A selected panel was prepared, as per Clause 7 of the agreement, ie. Settlement No.1, the selected panel was to be valid upto December, 1991, the Workman submits that circular was issued on 26.4.91 by the said letter it is mentioned that the terms of the agreement dated 17.11.87 was modified vide second agreement dated 16.7.88 was entered into between the parties. In terms of the said agreement a chance was to be given, "to all eligible temporary employees for permanent appointments. The appointments were against the vacancies likely to arise during the years 1995-96, circular made it clear that in view of the enormity of the problem an extension of the currency of the panel, eligible temporary employees who have been empanelled could not appear in the earlier interviews and have been pursuing their cases thereafter, "will be given another chance to appear for interview".

6. Workman submits that there were total five settlements. The settlement dated 17.11.87 is the 1st settlement (Ex M1), settlement dated 16.7.88 is 2nd settlement (Ex M2), settlement dated 27.10.88 is the 3rd settlement (Ex M3), then settlement dated 9.1.91 is 4th settlement and settlement dated 30.7.96 is 5th settlement (Ex M6). In between there is minutes of conciliation proceedings dated 9.6.95 marked as Ex M5. That due to all these settlements which were extended by subsequent settlements thereby created reasonable expectations in the list of the selected candidates arose with that it's a question of time their appointments or services would be regularized in the services of the bank. The Workman was working with the bank on temporary basis was under the bonafide hope that sooner his services will be regularized with the bank. He is thereby closed all his options elsewhere. It is needless to point out that employing person to whom hope of employment in substantial terms was made is a facet of Article 21 of the Constitution of India.

7. Further Workman submits that the Government of India issued Circular No. F-3/3/104/87-IR, dated 16.8.1990. Under said circular the chief Executives of all public sector banks including the Management herein were specifically instructed that until the problem of existing temporary employees is fully resolved, no bank is permitted to make any permanent appointments. That some of the persons similarly situated like this Workman aggrieved by the inaction on the part of the management of the bank is not regularizing their services from out of the selected panel and not clearly focusing the vacancy position, filed W.P. No. 4194/97 before Hon'ble High court of A.P.. It is specifically averred in the said writ petition that the Management of the bank had failed to implement the settlement and that it violates the various fundamental rights guaranteed under the constitution of India. The Hon'ble High court of A.P .. by order dated 5.3.97 directed the bank to implement the settlement as amended from time to time. It also directed the bank to carry out the terms of settlement before the expiry of March, 1997. The Hon'ble High Court also recorded finding that the Bank cannot escape its liability of enforcement of the Settlement. In view of the directions given by the High Court all candidates whose names appeared in the select

panels prepared on the basis of the agreement entered into on 17.11.87 under which the panel was valid upto December, 1991, and on the basis of a settlement dated 27.10.1988 whereby the panels were made alive upto 31.3.1997 under which the panel was valid upto December, 1999. The other agreement dated 16.7.1988 under which the panel was valid upto 1992 and on the basis of the settlement dated 27.10.1998 whereby the panels were made alive upto 31.3.1997 were under the bonafide impression that their cases will be considered for regularization and were living on the basis of the said reasonable expectation. Unfortunately, contrary to the aforesaid directions given by the High Court and contrary to the settlements entered into between the parties, the bank issued proceedings dated 25.3.1997, dated 27.3.1997 and 31.3.1997 instructing the various authorities of the Management not to continue the temporary employees those who are in services of the bank from 1.4.97. The said order was followed by the Management. Aggrieved by the said action the Workman herein and similarly situated candidates have filed a writ petition before the Hon'ble High Court and by way of Writ Petition No.9206/97 seeking a declaration that the proceedings issued by the Deputy General Manager and the Assistant General Manager (Respondents 3,4 and 5 therein) on 25.3.97, 27.3.97 and 31.3.97 as illegal and also non-continuance of the Workmen therein in service by absorbing them in the services of the bank as violative of Section 2(p) and 18(1) read with Rule 58 of Central Rules and sought for specific direction to the bank to absorb them in service.

8. Further, Workman submits that in the counter affidavit filed in Writ Petition No.9206/97, the bank has submitted that it has about 805 branches in Andhra Pradesh alone. It has stated that due to exigencies of circumstances and on account of the urgent need in its banks, it employed temporary employees in subordinate cadre. It is pertinent to mention that it does not state the urgent or need or the nature of temporary employees that it had engaged. Enquiry into the same would reveal that the stand taken by the bank either on the ground of urgent need or of temporary employees is a façade to perpetuate unfair labour practice. It is designed to on the one hand, keep the employed in the erroneous zone of hope and on the other to ensure that benefits that a model employer will extend under various statutes to its employees is not required to be borne out by the bank. A reading of the counter affidavit would show that the bank would opines that being just fair and reasonable are which obviously is reprehensible and is a facet of unfair labour practice.

9. The Workman submits that the bank had referred in its counter affidavit to three settlements dated 17.11.87, 16.7.88 and 27.10.88. The bank in the guise of extending the benefits of the circular of Government dated 16.8.90 stated in its counter affidavit that as follows:

"Government of India, vide its letter dated 16.8.1990, issued guidelines to all the public sector banks with regard to recruitment and absorption of temporary employees in public sector banks. The said guidelines were issued to implement on the lines of the approach paper on the issue provided by a committee constituted in this regard. The Government of India guidelines made it clear that all the public sector banks may follow the provisions laid down in the approach paper.

The approach paper specified that the cases of temporary employees who had put in not less than 240 days of temporary service in 12 consecutive Months and who are entitled to benefit of Section 25-F may be decided by entering into a settlement with the representative union. In respect of temporary employees who had put in less than 240 days of service in 12 consecutive months or less, a settlement could be avoided and however if the Management so desired, they could enter into a conciliation settlement with the representative union. Para 6(h), it is mentioned that only those temporary employees who had put in temporary service of 90 or more days after 1.1 1982 would be eligible for considering under the scheme. Although the Government guidelines envisaged for a settlement in respect of employees who had put in temporary service of 90 or more days, the bank by way of further concession entered into settlements Even in respect of those who had put in less than 90 days. As such, it could be Seen that the settlements are more beneficial to the temporary employees concerned. The approach paper also specify at para 6(c) that the banks would provide one time opportunity to all the temporary employees and for that purpose temporary employees worked in the bank on or after 1.1.1982 could be considered for re-employment in terms of the scheme. The Respondents have gone further wherein even persons working after 1975 were also considered.

As could be seen from the above, there was a genuine effort on the part of the Respondent bank to provide permanent employment for as many as possible subject to availability of the vacancies.

It is further submitted that at para 6(k) of the approach paper, it was made clear that this would be one time exercise in full and final settlement of all the aims and disputes for the past period in respect of temporary workmen covered by the settlement. This would mean that the Government of India guidelines would cover only those persons who were temporarily employed for the period specified therein and not otherwise. As such, it is submitted that the Respondents have not only followed the Government of India guidelines but in fact covered cases of the employees who had worked for less than 90 days. As such, question of violation does not arise and in any case those were only broad guidelines and not directives".

10. The Workman submits that the bank also referred a subsequent settlement dated 9.1.1991 wherein there is a clause to the effect- that the panel of temporary employees and the panel of daily wage employees will be operated to a particular period. Therefore, their cases will not be considered. The Management herein relying upon this settlement in their impugned action. It is submitted that even the settlement dated 9.1.1991 will not empower the management to terminate the services of the temporary employees who are working in the bank services like the Workman herein as it does not specify the termination of the employees. In fact there are so many vacancies wherein the Management has engaged several new persons as temporary messengers/ attendars/ sweepers etc., even after the judgment of Hon'ble High Court without considering the cases of the similarly situated candidates like the Workman herein. It is submitted inspite of engaging fresh candidates as is now being done by the Management they would have continued the similarly situated candidates like the Workman herein in the services of the bank and consider their cases for absorption in view of the circulars issued by Central Government as well as the directions of this Hon'ble Court in Writ Petition No.4194/97, dated 5.3.97. In view of the circulars issued by the Central Government, the Management should not have relied upon the settlement dated 9.1.1991. Hence, the impugned action of the Management is illegal, unjust, violative of fundamental rights such as Articles 14,16 and 21 of the Constitution of India.

11. The Workman submits that in W.P. No.4194/97 filed by the union of temporary employees where in they have complained about the non- implementation of the settlements arrived between the parties and sought for absorption. Such employees in the bank services on permanent basis before the date fixed for carrying out the terms of settlement, the Court held that the members of the union had been empanelled in the list, they were not regularized and the time was going to run out to the near future and the Respondent bank and its officers cannot escape from the liability of enforcing the settlement which has been reached and therefore directed that the bank and the officers shall implement the settlement dated 17.11.87 as amended from time to time before the expiry of 31.3.97.

12. Further, it is submitted that in the clause of Settlement it is specifically mentioned that the workmen to be absorbed/appointed in the bank prohibiting any temporary appointments subsequent to the date of settlement even the authorities want to make temporary appointments that should be made only from among the empanelled can be appointed either for temporary vacancy or permanent vacancy except from among the empanelled candidates like the Workman and that should be continued till they are absorbed. The management committed unfair labour practices and terminated the services of the candidates with effect from 1.4.1997 which is arbitrary, discriminatory, contrary to their own guidelines and violative of the constitutional provisions which are guaranteed in Chapter-III of the Constitution of India.

13. The Workman submits that it is strange as to how the panels were allowed to lapse by a so-called Memorandum of Understanding dated 25.2.1997, that the action of terminating such employees like the Workman by virtue of an impugned oral proceedings without implementing the settlement would be illegal and unfair labour practice which cannot be allowed to be perpetuated. That the discontinuance of the Workman after 31.3.97 who had served in the bank in any capacity amounts to retrenchment. It could not have been done without any notice and it violates Sec.25FF of the Industrial Disputes Act, 1947 and the said action is violative of principles of natural justice guaranteed under Chapter III of the Constitution of India. This amounts to retrenchment without one month's notice and taken in view of such notice. Thus, the main proceedings issued by the Respondent is without jurisdiction and is arbitrary, illegal and therefore liable to be quashed. That the alleged Memorandum of Understanding dated 27.2.97, Ex.M5 does not own any legal entity, as the said Memorandum of Understanding is not published anywhere to brought to the notice of the Workman whose rights are being affected. It is submitted that Management did not adhere to the procedure envisaged by the Central Government in its' instructions dated 16.8.90 in the year 1995. The same was not followed in the year 1997 despite

there being vacancies. The management has followed the procedure of calling candidates through Employment exchange instead of giving chance to the empanelled candidates like the Workman here. It is pertinent to mention here that the Respondent Management sent letters to the all similarly situated candidates like the Workman in the month of June, 1997, subsequent to the passing of impugned termination orders. After knowing the facts that the candidates are litigating, the Management refused to engage these candidates. It is once again reiterated that the panels are meant for absorption but not for termination. It was the duty of the Management to engage the empanelled candidates like the Workman even in temporary vacancies till they are absorbed permanently in regular vacancies. Hence, the action of the Respondent Management terminating the services of the Workman by oral order dated 31.3.97 is unjust, illegal, violative of principles of natural justice and hence, the Management be directed to reinstate and absorb the Workman and to grant all incidental and consequential benefits.

14. Per contra, Respondent had filed counter and made a contentions that the reference is not tenable and contrary to the provisions of I.D. Act, 1947. Respondent submitted that to tide over severe sub-ordinate staff constraints which arose out of leave vacancies, exigencies, etc., and also owning to the restrictions imposed by the Government of India/Reserve Bank of India on intake of staff, the Respondent bank used to engage sub-ordinate staff like messengers, sweepers, sweeper cum water boys, etc., depending on the availability of work on purely temporary basis for the smooth and uninterrupted functioning of the branches. It is submitted that the All India State Bank of India Staff Federation which represents majority of the employees in the State Bank of India comprising about 98% of the work force as its' members espoused the cause of temporary employees who have put in less than 240 days of temporary service in 12 calendar months in the bank and who were ineligible for any protection under Industrial Disputes Act, 1947 to give a chance for being considered for absorption and permanent appointments.

15. Discussions were held and on 17.11.1987 an agreement was signed between the federation and the Management bank under Sec. 2(p) read with Sec 18(1) of the Industrial Disputes Act, 1947 read with Rule 58 of Industrial Disputes (Central) Rules 1957. A copy of the said settlement dated 17.11.87 which may be herein after referred as first settlement is filed and 4 categories were made as it has already been mentioned in the claim statement above, it need not be repeated here. In the first settlement, it was agreed that the temporary employees as categorized would be given a chance for being considered for permanent appointment in the bank's service against the vacancies which are likely to arise during the period 1987 to 1991. On 16.7.88 second settlement was arrived between the Federation and the Bank whereby it was agreed to substitute the period of consideration of vacancies as 1987 to 1992 in place of 1987 to 1991 as contemplated under the first settlement dated 17.11.1987. This is the second settlement. A 3rd settlement was entered into on 27.10.88 and it was agreed that the bank's service against the vacancies likely to arise from 1988 to 1992 was to be considered. Government of India vide its letter dated 16.8.90 issued guidelines to all the public sector banks with regard to recruitment and absorption of temporary employees in public sector banks. The said guidelines were issued to implement on the lines of approach paper on the issue provided by a committee constituted in this regard. Government of India guidelines made it clear that all the public sector banks may follow the provisions laid down in the approach paper. The approach paper specified that the cases of temporary service in 12 consecutive months and who are entitled to benefit of Sec.25F of the Industrial Disputes Act, 1947 may be decided by entering into a settlement with the representative union. In respect of temporary employees who had put in less than 240 days of service in 12 consecutive months or less, a settlement could be avoided and however if the Management so desired they could enter into a conciliation settlement with the representative union. In para. 6(h) it is mentioned that only those temporary employees who had put in temporary service of 90 days or more days after 1.1.82 would be eligible for considering under the scheme. Although the Government guidelines envisaged for a settlement in respect of employees who had put in temporary service of 90 days or more days, the bank by way of a further concession entered into settlements. Even in respect of those who had put in less than 90 days and also the bank went a step further and said those persons who are working after 1975 were also considered. Hence, there was a genuine effort on the part of the Respondent bank to provide as many as possible jobs subject to the availability of the vacancies. However, para 6 (k) of the approach paper made it clear that it is a one time, exercise in full and final, settlement of all the claims and disputes for the past period, in respect of temporary workmen covered by the settlement. Another settlement was entered on 9.1.91 herein after referred as 4th settlement and the time limit was extended upto 1994 and separate panel was prepared for temporary employees, casual/daily wagers. It was agreed

that while vacancies arising between 1988 to 1994 in respect of temporary employees and in respect of casual/daily wagers, they can be considered for the vacancies arising between 1995-96 only.

16. It is submitted that the administrative set up of the Hyderabad Local Head Office comprises of four Zonal Offices (Zones) at Hyderabad, Vijayawada, Visakhapatnam and Tirupathi covering all the Districts of Andhra Pradesh. In terms of the settlement the Management after following the procedure laid down therein prepared the panels of qualified candidates of temporary employees denoted as 1989 panel and also panel of casual/daily wagers denoted as 1992 panel for giving a chance for being considered for permanent absorption. These panels were prepared zone-wise separately for messengers and non-messengers in the descending order of temporary service put in by the candidates during the stipulated period i.e., 1.7.1975 to 31.7.1988. That the Federation approached the Regional Labour Commissioner(C) for implementation of bi-partite settlement in respect of absorption of temporary employees. The Regional Labour Commissioner(C) conducted conciliation proceedings and an agreement was arrived between the Federation and the bank. It was agreed that it would be kept alive upto March, 1997. A copy of the conciliation proceedings dated 9.2.1995 signed by the parties is filed as material paper. A settlement was arrived at and an agreement was signed between the Federation and the Management bank on 30.7.1996 under Sec.2 (p) read with Sec.18(1) of the Industrial Disputes (Central) Rules, 1957, which is hereinafter called as 5th settlement. That on 27.2.1997 a Memorandum of understanding was also signed by the federation's affiliate and the bank Management recording the fact that the exercise of identifying the messengerial vacancies as on 31.12.1994 has since been completed by Central Office and thereby 403 messengerial vacancies were sanctioned . It was agreed that these vacancies may be filled from 1989 panel of temporary employees after effecting conversion from full time non-messengerial staff in the usual manner and the agreement was reached accordingly. It was agreed between the Federation's affiliate and the Management bank that in terms of the settlement dated 30.7.1996 both the panels of temporary employees and daily wagers/casual employees would lapse on 31.3.1997. That as agreed upon vacancies were filled from the panels. The Workman who has put in an aggregate temporary service of less than 240 days in a continuous block of 12 months period during 1.7.1975 to 31.7.1988 has no right to seek a direction to consider his candidature for absorption in the Management bank under any rule/law except under the settlement entered into thereon.

17. Respondent contended that, in fact, the case of the Workman can be considered under all the five settlements having got his case considered under provisions of these settlements. All the other provisions and terms of the settlements are also binding on him/her. The Management bank has not violated any of the provisions of the terms of the said settlement. That the very preparation and maintenance of panel is in compliance of the terms agreed under these settlements. These settlements were time bound and they ceased to exist on 31.3.1997. That the bank has never promised that all the candidates in the panel will be absorbed. In the advertisement itself it was made clear that candidates will be considered for absorption in the vacancies that may arise upto 1992. Keeping alive the panels after 31.3.1997 is contrary to the settlements arrived between the State Bank of India Staff Federation and the Management bank. That the settlements are binding on the parties. The Workman is also bound under the terms of the said settlement. The settlement does not suffer from any ambiguity as their language is very clear. The right under the settlements is to give them a chance to be considered for future appointment in the bank's services against the vacancies likely to arise. The settlements were effected to balance the expectations of the temporary employees to be absorbed in permanent service as against the constitutional rights for all eligible persons to be considered for employment every time a vacancy arises. That the alleged dispute including the demand for reinstatement has to be decided in this context. It is submitted that the period of panel list got expired on 31.3.97 and it is an integral term of the settlement and cannot be modified in any proceedings under the law. These temporary employees who unfortunately could not be accommodated for want of vacancies have no further rights to be considered for regularization. That the Hon'ble High Court in WP No.12964/94, held as follows, "It is needless to state that the settlement arrived at between the All India State Bank of India Staff Federation which, is the majority union and the bank Management is binding on the Workmen also. It is not at all the case of the Workman that any of the terms of the settlement has been violated by the bank's Management. If the Workman had worked in the bank on part-time basis before 31.5.94, that itself would not vest in him a right to claim that his services should be regularized on permanent basis against a full time cadre post. The claim put forth by the Workman in the present petition is therefore misconceived and not tenable. However, it is open to the Workman to claim any right which flows from the settlement between the union and the bank Management. As already pointed out that it is

not the grievance of the Workman that some right which has flown from the settlement in favour of the Workman has been denied by the bank Management. Therefore, I do not find any ground, let alone substantial ground, to grant the kind of relief sought for by the Workman. Writ Petition fails and is accordingly dismissed. No costs."

18. Further, it is contended that if the panels were not lapsed at the end of designated period and allowed to be continued it would result in making the contracts of temporary employment indirectly permanent through back door entry, which would not only be contrary to the settlements but also to Articles 14 and 16 of Constitution of India and deprive the chances of original claimants who would Come through proper recruitment procedure. As their rights have been crystallized by operation of the settlements. Hence, there is no question of any Legitimate expectation being violated.

19. Similarly placed ex-employees filed WP No.9206/1995 and the batch before the Hon'ble High Court of A.P. and the learned Single Judge allowed the Writ Petitions. Aggrieved by the same WA No.86/98 and the batch was filed and the Division Bench set aside the order of the Single Judge. Thereafter the ex-temporary employees filed Special Leave Petition No.11886-11888 of 1998 before the Hon'ble Supreme Court of India. The Hon'ble Supreme Court of India also dismissed the SLP. Therefore, reference to the Judgement of the Learned Single Judge in WP No.9206/97 is of no consequences as the same has already been set aside. The observations made in the Judgements cannot be relied upon for any purpose what so ever. The question of operation of Sec.25F would not come into play. Further the issue is covered by various Judgements of Hon'ble Supreme Court of India and various Hon'ble High Courts. Hence, the reference may be ordered that the Workman is not entitled for any relief.

20. In order to fortify his claim Workman has examined himself as WW1 and also filed documents in evidence which has been exhibited as Ex.W1 to W9. Further, the Workman has filed photocopies of documents in support of his claim which are discussed as under:-

Ex.W1 is the notification. Further Ex.W2 is the interview call letter. Ex.W3 is the panel list. Ex.W4 is the service certificate. Ex.W5 is the service certificate. Ex.W6 is the service certificate. Ex. W7 is the Service Certificate. Ex. W8 is the letter to employment exchange by Respondent. Ex. W9 is the circular letter dated 14.07.1999.

21. On the other hand, Respondent has examined witness MW1 Sri Aluru Rama Rao and this witness has exhibited 12 documents, marked as Ex.M1 to M12. The details of these documents are as follows:-

Ex.M.1 is the Settlement dated 17.11.1987. Ex.M2 is the Settlement dated 16.7.1988. Ex.M3 is the Settlement dated 27.10.1988. Ex.M4 is the Settlement dated 9.1.1991. Ex.M5 is the Minutes of the conciliation proceedings dated 9.6.1995. Ex.M6 is the Settlement dated 30.7.1996. Ex.M7 is the Memorandum of Understanding dt. 27.2.1997. Ex.M8 is the Particulars of 1989 Messengerial Panel. Ex.M9 is the Particulars of 1989 Non-Messengerial Panel. Ex.M10 is the Particulars of 1992 General Attendant Panel. Ex.M11 is the Judgment of Hon'ble High Court of A.P. in Writ Appeal No.86/98 dt.1.5.1998. Ex.M12 is the Judgment of Hon'ble Supreme Court of India in SLP No. 11886-11888 of 1998 dt.10.8.1998.

22. Apart from afore mentioned documents, Learned Counsel for Workman has also filed a long list of various judgements of Hon'ble Supreme Court as well as Hon'ble High Court, which we will discuss at appropriate place in this Award.

23. Heard the argument of Learned Counsel for Workman as well as for Respondent.

24. On the basis of rival pleadings of both the parties and submissions made by the Learned Counsel for both the parties, following points arise for determination in the industrial dispute :-

I. Whether the 1st settlement dated 17.11.1987, 2nd settlement dated 16.7.1988, 3rd settlement dated 27.10.1988, 4th settlement dated 9.1.1991 and 5th settlement dated 30.7.1996 entered into between State Bank of India and All India State Bank of India Staff Federation and also Memorandum of Understanding are binding upon both the parties?

II. Whether the action of State Bank of India, Hyderabad in terminating the services of Workman Sri B. Lachaiah, a Messenger with effect from 31.3.1997 is justified?

III. Whether the Workman is entitled for absorption on permanent post in the Branch of Respondent management as per averments made by him in the claim statement?

IV. To what relief if any the Workman is entitled for?

Findings:-

25. Point No.I:- Undisputedly settlements dated 17.11.1987, 16.7.1988, 27.10.1988, 9.1.1991 and 30.7.1996, minutes of conciliation proceedings and memorandum of understanding dated 27.2.1997 were executed between the State Bank of India and All India State Bank of India Staff Federation under section 2(p) and 18 (1) of I.D. Act, 1947 read with Rule 58 of Industrial Disputes (Central Rules), 1957.

Section 2(p) of the Industrial Disputes Act, 1947 as follows:-

(p) "settlement" means a settlement arrived at in the course of conciliation proceeding and includes a written agreement between the employer and workmen arrived at otherwise than in the course of conciliation proceeding where such agreement has been signed by the parties thereto in such manner as may be prescribed and a copy thereof has been sent to an officer authorised in this behalf by the appropriate Government and the conciliation officer;

Section 18(1) provides as follows:-

18. Persons on whom settlements and awards are binding.

- [(1) A settlement arrived at by agreement between the employer and Workman otherwise than in the course of conciliation proceeding shall be binding on the parties to the agreement.

Therefore, in view of the provision contained u/s.18 (1) I.D. Act, 1947, terms and conditions enumerated in the aforesaid settlements are binding on the parties to the agreement. The Learned Counsel for Workman has argued that the Workman after going through the selection procedure has successfully been listed in the panel for appointment on the permanent basis in the Respondent management and the empanelled list has to be valid till last person in the empanelled list is appointed on permanent basis. But the impugned order dated 25.3.97, 27.3.97 and 31.3.97, has been issued by Respondent management thereby the services of the Workman has been terminated and the said order is not in consonance of the terms of the agreement entered into between the parties. Further, Workman submits that the Respondent in the 5th settlement has mentioned the date i.e., 31.3.1997 for lapse of empanel list which is illegal and that is not binding upon the Workman. The condition of lapse of empanelment list on 31.3.97 incorporated in the aforesaid 5th settlement, is arbitrary and illegal.

26. The perusal of the impugned order dated 25.3.1997 goes to reveal that the Chief/Branch Manager, SBI Zonal Office has issued the letter to all the branches with regard to the subject not to make any temporary appointments in the Branch in messengerial category from 1.4.1997. The extract of the said letter is given below:-

"We have been advised by the Deputy General Manager, Zonal Office, Hyderabad that as both the panels of temporary employees of 1989 and daily wagers/casual labours of 1992 will lapse by 31.3.1997, it has been decided by Central Office not to make any temporary appointments in messengerial category from 1.4.1997."

Thus, from the contents of the aforesaid letter, it manifest that Head Office of State Bank of India vide letter dated 25.3.1997 has issued direction to all its branches not to make any temporary appointments in messengerial category from 1.4.1997 due to reason of lapse of both panels i.e., 1989 & 1992 on 31.3.1997 as per terms of settlements entered into by both parties. Further, the contents of the subsequent letter dated 27.3.1997 issued by Respondent Management is also direction to Branch Manager, State Bank of India not to make any temporary messengerial category appointment with effect from 1.4.1997 and it has also been communicated to all concerned that the panels of temporary employees and daily wagers maintained by Zonal offices stand lapsed from 31.1.1997. Further, office order dated 31.3.1997 has been issued by Respondent management that goes to reveal that the said office order has been issued to this effect that, "Consequent on absorption of temporary employees in permanent cadre, it has been decided by the competent authority that no one onwards, no further daily labour or temporary employees/appointments should be resorted to/engaged/employed." Therefore, it reflects from the contents of the aforesaid orders

that the temporary appointment in messengerial category and daily labour has been stopped by the Respondent management with effect from 1.4.1997 because of the lapsed of panel of temporary workers and daily wagers by 31.3.1997. The agreement for lapse of both the panels on 31.3.1997 is contained in the 5th settlement which has been arrived at between the parties on dated 30.7.1996 with the consensus of both the parties. Therefore, Workman can not challenge the terms and conditions contained in settlement dated 30.7.1996 regarding lapse of panel on 31.3.1997 as agreed between State Bank of India and State Bank of India Staff Federation. As per provision contained u/s.18(1) of I.D. Act, 1947 the said Agreement dated 30.7.1996 is binding on both the parties.

In the case of **Allied Sales Corporation Secunderabad vs.The Authority Under Andhra Pradesh..... 1990 II LLJ 510 AP para 414, Hon'ble Court have held:-**

"*4. There was a settlement between the Management and the workmen under Section 18(1) of the Industrial Disputes Act on 25th April 1983 under which the age of superannuation of the workmen was fixed at 55 years. The settlement was to be in force upto 30th June 1986 and the next settlement, incorporating practically the same terms, was again entered into on 4th February 1987 under Section 18(1) of the Industrial Disputes Act. There is no dispute that these settlements are under Section 18(1).*

14. Now the Authority constituted under Section 41(1) of the Act is an authority with very limited jurisdiction. It can only decide in the first appeal whether a termination by the management is valid or not and is within the parameters of Section 40 of the Act. The said Authority, in our view, has absolutely no jurisdiction to decide whether a settlement entered into under Section 18(1) of the Industrial Disputes Act between the representatives of the Workmen and of the Management, is vitiated by undue influence or misrepresentation or coercion on the part of the Management. The Authority, namely, the Assistant Commissioner of Labour, was never intended by the A.P. Legislature to have jurisdiction to go into the question of the validity of a settlement arrived at under Section 18 of the Industrial Disputes Act by an Industrial Court. That Parliament has, in fact, constituted Industrial Courts under the Industrial Disputes Act, with extensive powers cannot be disputed. What we mean to say is that the Authority under Section 41(1) of the A.P. Act has no jurisdiction what-so-ever either to question or to decide about the validity of any such settlements. If parties to a settlement have a grievance about the validity of a settlement, it is for them to agitate the matter before the appropriate forum and they cannot ask an Authority constituted under Section 41(1) of the A.P. Shops and Establishments Act, 1966 with limited jurisdiction, to go into any such question and, that too, incidentally while deciding whether retirement as per the contract of employment, is legal or not."

It is not the case of Workman that aforesaid settlements are vitiated by undue influence or misrepresentation or coercion on the part of the management. If the Workman feeling aggrieved by any terms of settlement/ agreement on the aforementioned grounds then he can challenge of settlement before a competent authority under the Act, 1947. But here in the instant matter it is not a case of Workman that aforementioned settlement has been entered into between the parties on the ground of undue influence or misrepresentation or coercion. Therefore, Workman is barred to raise any objection in respect of fixing the date of lapse of both panels on 31.3.1997 as agreed between both the parties and Workman can not challenge any terms of said Agreement.

Further in the case of **Herbertsons Limited Vs. Workmen of Herbertsons Limited and Ors, 1977 AIR 322,** Hon'ble Supreme Court have held:-

The Tribunal thought that the question of the quantum of membership of the 2nd Respondent did not call for a finding at all in view of 1his Court's order. As observed above that was not a correct assumption. On the other hand, we feel that this view of the Tribunal has led it to approach the matter in an entirely erroneous manner. The Tribunal is, rightly enough, conscious that under section 18 (1) of the Industrial Disputes Act the settlement was binding on the company and the members of the 3rd Respondent union. Even so, the Tribunal devoted nearly half of its order in scanning the evidence given by the company and Respondent No. 3 to find out whether the terms of the settlement had been explained by the President of the union to the workmen or not and whether the workers voluntarily accepted the settlement knowing all the "consequences". This to our mind is again an entirely wrong approach.

"When a recognised union negotiates with an employer the workers as individuals do not come into the picture. It is not necessary that each individual worker should know the implications of the settlement since

a recognised union, which is expected to protect the legitimate interests of labour, enters into a settlement in the best interests of labour. This would be the normal rule. We cannot altogether rule out exceptional cases where there may be allegations of mala fides, fraud or even corruption or other induce- ments. Nothing of that kind has been suggested against the President of the 3rd Respondent in this case. That being the position, prima facie, this is a settlement in the course of collective bargaining and, therefore, is entitled to due weight and consideration.

It is not possible to scan the settlement in bits and pieces and hold some parts good and acceptable and others bad. Unless it can be demonstrated that the objectionable portion is such that it completely outweighs all the other advantages gained the Court will be slow to hold a settle- ment as unfair and unjust. The settlement has to be accepted or rejected as a whole and we are unable to reject it as a whole as unfair or unjust. Even before this Court the 3rd Respondent representing admittedly the large majority of the workmen has stood by this settlement and that is a strong factor which it is difficult to ignore. As stated elsewhere in the judgment, we cannot also be oblivious of the fact that all workmen of the company have accepted the settlement. Besides, the period of settlement has since expired and we are informed that the employer and the 3rd Respondent are negotiating another settlement with further improvements. These factors, apart from what has been stated above, and the need for industrial peace and harmony when a union backed by a large majority of workmen has accepted a settlement in the course of collective bargaining have impelled us not to interfere with this settlement. That being the position, we unhold the settlement as fair and just and order that the award of the Tribunal shall be substituted by the settlement dated October 18, 1973. The said settlement shall be the substituted award. The appeal is disposed of accordingly. There will be no order as to costs."

Therefore, in view of the law laid down by the Hon'ble Apex Court as discussed above, the contention of the Workman that the date fixed for lapse of empanelled list on 31.3.1997 for appointment to the permanent post vide 5th Settlement dated 30.7.1996 is arbitrary, illegal is not untenable. The recognized union of Workmen has negotiated with the Respondent Bank Management representing large number of Workmen and the Workman as individual do not come into picture. Workman in the instant case has work as temporary Workmen in the Respondent Branch and in response of Notification he had applied for inclusion of his name in the panel and he was selected for inclusion his name in the panel list to be utilized for absorption of such Workman to permanent post in order of their seniority in the list. The Settlement dated 30.7.1996 between State Bank of India and All India State Bank of India Staff Federation under Sec.2(p) and Sec.18(1) of I.D. Act, 1947 has clearly provided as regard non-messengerial position and it is agreed that all such posts sanctioned fallen vacant upto 31.3.1997 shall be filled before empanel list is allowed to lapse. Thus, in view of law laid down by the Hon'ble Apex Court, in the instant case, Agreement dated 30.7.1996 was entered into between both the parties in respect of lapsing of the both the panels on 31.3.1997 and absorption of the Workmen from panel list was subject to availability of vacancy of post likely to arise upto 31.3.1997, have a binding force on Workman as well as management of State Bank of India in view of provision contained under section 18 (1) of I.D. Act, 1947.

Thus, Point No.I is answered against the Workman and in favour of the Respondent.

27. **Point No.II**:- Firstly, it is submitted on behalf of the Workman that the Respondent has terminated his services by oral order on 31.3.1997 without issuing any notice or paying any salary or compensation in lieu thereof. Therefore, the termination order of the Workman from service is in violation of provision contained Under Section 25 F of I.D. Act, 1947. Therefore, the order is liable to be set aside.

28. On the other hand, Respondent counsel contended that Workman has not worked for 240 days in any preceding calendar year. Therefore, reference of the industrial dispute is not relevant. In this context, the Workman has examined himself as WW1 who has reiterated that Workman has been terminated from service by Respondent on 31.3.1997 without notice of salary or compensation in lieu thereof. Before examining the claim of the Workman on merit it would be apposite to reproduce the provision contained under section 25 F:-

Section 25F provides:-

Conditions precedent to retrenchment of workmen.- No Workman employed in any industry who has been in continuous service for not less than one year under an employer shall be retrenched by that employer until—

(a) the Workman has been given one month' s notice in writing indicating the reasons for retrenchment and the period of notice has expired, or the Workman has been paid in lieu of such notice, wages for the period of the notice:

(b) the Workman has been paid, at the time of retrenchment, compensation which shall be equivalent to fifteen days' average pay for every completed year of continuous service] or any part thereof in excess of six months; and

(c) notice in the prescribed manner is served on the appropriate Government or such authority as may be specified by the appropriate Government by notification in the Official Gazette].

Compensation to workmen in case of transfer of undertakings.

Section 25B defines the term continuous service which provides

Definition of continuous service.- For the purposes of this Chapter,--

(1) a Workman shall be said to be in continuous service for a period if he is, for that period, in uninterrupted service, including service which may be interrupted on account of sickness or authorized leave or an accident or a strike which is not illegal, or a lock- out or a cessation of work which is not due to any fault on the part of the Workman;

(2) where a Workman is not in continuous service within the meaning of clause (1) for a period of one year or six months, he shall be deemed to be in continuous service under an employer--

(a) for a period of one year, if the Workman, during a period of twelve calendar months preceding the date with reference to which calculation is to be made, has actually worked under the employer for not less than--

(i) one hundred and ninety days in the case of a Workman employed below ground in a mine; and

(ii) two hundred and forty days, in any other case;

In order to prove the fact of 240 days of service within 12 months of a calendar year just preceding from the date of termination, the initial burden of proof lies upon the Workman and the Workman has to prove this factum by adducing his oral as well as documentary evidence in support of his claim.

Further, how to calculate 240 days of service by the Workman in a calendar year. In this context the reference of decisions of Hon'ble Supreme Court is relevant and the same are discussed below:-

In Rajasthan State Ganganagar S. Mills Ltd. v. State of Rajasthan and Anr. (2004) Apex Court held:

"It was the case of the Workman that he had worked for more than 240 days in the year concerned. This claim was denied by the appellant. It was for the claimant to lead evidence to show that he had worked for 240 days in the year preceding the date of his termination. He has filed an affidavit. It is statement which is in his favor and that cannot be regarded as sufficient evidence for any Court or Tribunal to come to the conclusion that in fact the claimant had worked for 240 days in a year These aspects were highlighted in Range Forest Officer v. S.T. Hadimani (2002 (3) SCC 25. No proof of receipt of salary or wages for 240 days or order or record in that regard was produced. Mere non-production of the muster roll for a particular period was not sufficient for the Labour Court held that the Workman had worked for 240 days as claimed."

In Municipal Corporation, Faridabad v. Siri Niwas (2004 (8) SCC 195), held "*the burden was on the Workman to show that he was working for more than 240 days in the preceding one year prior to his alleged retrenchment." In M.P. Electricity Board v. Hariram (2004 (8) SCC 246) the position was again reiterated in paragraph 11 as follows: "The above burden having not been discharged and the Labour Court having held so, in our opinion, the Industrial Court and the High Court erred in basing an order of reinstatement solely on an adverse inference drawn erroneously ..*"

In the case of Manager, RBI, Bangalore vs. S Mani (2005) SCC Page 100, the 3 Judges Bench of the Apex Court held that "*the initial burden of proof was on the Workman to show that he had completed 240 days of service."*

Hon'ble Apex Court in the case of Mohan Lal vs Management BEL 1981 SCC page 225 has laid down the principle that how to count 240 days of service within one year it is held: *"Clause (2)(a) provides for a fiction to treat a Workman in continuous service for a period of one year despite the fact that he has not rendered uninterrupted service for a period of one year but he has rendered period of 240 days during the period of 12 calendar service for months counting backwards and just preceding the relevant date being the date of retrenchment. In other words, in order to invoke the fiction enacted in clause (2)(a) it is necessary to determine first the relevant date, ie the date of termination of service which is complained of as retrenchment. After that date is ascertained. move backward to a period of 12 months just preceding the date of retrenchment and then ascertain whether within the period of 12 months, the Workman has rendered service for a period of 240 days. If these three facts are affirmatively answered in favor of the Workman pursuant to the deeming fiction enacted in clause (2)(a) it will have to be assumed that the Workman is in continuous service for a period of one year and he will satisfy the eligibility qualification enacted in Section 25-F"*

"14. We have already extracted section 25B since its amendment and the change in language is the legislative exposition of which note must be taken. In fact, we need not further dilate upon this aspect because in Surendra Kumar Verma and Ors. v. Central Government Industrial-cum-Labour Court, New Delhi and Anr., Chinnappa Reddy. J., after noticing the amendment and referring to the decision in Sur Enamel and Stamping Works (P) Ltd case, held as under:

"These changes brought about by Act 36 of 1964 appear to be clearly designed to provide that a Workman who has actually worked under the employer for not less than 240 days during a period of twelve months shall be deemed to have been in continuous service for a period of one year whether or not he has in fact been in such continuous service for a period of one year. It is enough that he has worked for 240 days in a period of 12 months, it is not necessary that he should have been in the service of the employer for one whole year."

In a concurring judgment Pathak J. agreed with this interpretation of section 25B(2). Therefore, both on principle and on precedent it must be held that section 25B(2) comprehends a situation where a Workman is not in employment for a period of 12 calendar months, but has rendered service for a period of 240 days within the period of 12 calendar months commencing and counting backwards from the relevant date, i.e. the date of retrenchment. If he has, he would be deemed to be in continuous service for a period of one year for the purpose of section 25B and Chapter VA."

Thus, in view of the law laid down by the Hon'ble Apex Court as discussed above the initial burden of proof lies upon the Workman to show that he has completed 240 days of the service with the Respondent just preceding from the date of his termination. Further, in respect of the employment of calculating the 240 days service provision contained under Section 25-F read with Section 25-B of the I.D. Act, 1947.

29. Now, in view of the provision contained under Section 25 F and law laid down by the Hon'ble Apex Court, we have to examine whether the Workman has discharged his initial burden of proof in respect of his claim of 240 days continuous service in a calendar year just preceding from the date of his termination i.e., 31.3.1997.

In this context, WW1 in his cross examination has stated that,

"I was not sponsored by any employment exchange. I did not under go the regular process of selection before my engagement as a temporary Messenger in the bank."

" It is true that I did not work for 240 days in any year in my entire service in the bank."

Thus, it is clear from the testimony of WW1 that the Workman had not worked for 240 days continuously in any 12 months of a calendar year just preceding from the date of his termination in the Respondent bank. Therefore, Workman failed to establish his plea by his oral and documentary evidence that he had worked for 240 days continuously in calendar year just preceding from the date of his termination i.e., 31.3.1997. Thus, the claim of the Workman that he has been terminated by oral order without issuing notice or payment in lieu after termination, in contravention of Section 25 F of Industrial Disputes Act, 1947 is not tenable. However the documents filed by the Workman in support of his claim, number of days worked with the Respondent goes to reveal that the Workman had worked intermittently as daily wager depending upon availability of work in branch. Workman did not file any document of appointment

letter or salary slips in support of his claim for appointment as a non-messenger in the Respondent branch on temporary basis.

30. Per contra, the Learned Counsel for Respondent has submitted the allegation of Workman that he was terminated from services is not correct. As the vacancies were filled up on regular basis in order of their respective seniority the non-engagement of the Workman does not amount to termination. Further, Respondent contended that no law provide that even though there is no work temporary employee should be continued in the bank work as the very engagement of Workman was subject to availability of work. Therefore, the allegation that the bank has indulged in unfair labour practice is incorrect.

31. Thus, in view of the fore gone discussion and contentions made by the Respondent, I find the force in the argument advanced by the Respondent that in the instant matter, Workman was not terminated from service by order dated 31.3.1997 rather he was disengaged in view of the non-availability of the work in the branch. Further, there was direction issued by the Head Office of the Respondent authority not to engage any daily wager Workman/ temporary Worker w.e.f. 1.4.1997. Thus, such disengagement of Workman does not amount to termination. Moreover, the Workman failed to prove his claim that he was terminated in contravention of provision of Sec.25F of the I.D. Act, 1947 as he failed to establish his plea by any oral or documentary evidence that he had worked for 240 days continuously in a twelve months of calendar year just preceding from date of termination i.e., 31.3.1997.

32. Further, perusal of the order dated 25.3.1997 goes to reveal that the Chief Branch Manager, State Bank of India has issued the letter to Zonal Office with direction to all its branches to this effect that they have been advised by the DGM, Zonal Office, Hyderabad that as both the panel of temporary employees of 1989 and daily wagers/casual labour of 1992 will lapse on 31.3.1997 it has been decided by central office not to make any temporary appointments in messengerial cadre from 1.4.1997, therefore it was directed to issue suitable instructions not to make temporary appointments from 1.4.1997. There is no mention in this order that the Workman herein has been terminated from service by this order.

33. Further, the circular dated 27.3.1997 was issued by DGM, SBI to all branches in commercial network in respect of the non-appointment of temporary employees in subordinate cadre and it has directed not to make any temporary employment in the subordinate cadre with effect from 1.4.97 and further, it has directed to ensure that no temporary/casual/daily basis appointment of the petty cash. Further, it is directed to all Branch Managers that any deviation in this regard will be viewed seriously. Thus, these circulars do not reflect that the Workman has been terminated from service by this order.

34. Similarly, office order dated 31.3.1997 is simply a direction to all branches of the Respondent bank by DGM that no further daily labour should be engaged or employed. Therefore, the plea of the Workman that he has been terminated by the aforesaid order dated 25.3.1997, 27.3.1997 and 31.3.1997 from the service by the Respondent is not acceptable. The evidence adduced by the Workman clearly goes to reveal that he had worked as a daily wager for which he has been paid wages according to number of working days. As there was an order for prohibition for engaging temporary workmen, in the bank, therefore, Workman could not be engaged by the Respondent for work from 1.4.1997 and there after. It is settled law that the daily wagers are engaged by the employer depending upon the availability of work and as the work was not available the Workman was not engaged further by the Respondent management. Therefore, the Workman on the ground of number of days he had worked in the Respondent bank cannot claim any right to reinstate him into the employment. As the Workman failed to prove the mandatory condition of 240 days of continuous service as required under Sec.25F of I.D. Act, 1947. Therefore, the disengagement of Workman from work can not be termed in contravention of provision contained under Sec.25F and 25 B of the I.D. Act, 1947.

Thus, this point is answered against the Workman and in favour of Respondent.

35. Point No.III:- In this context, the Workman has contended that the management failed to implement the selected panels during its valid tenure. The management adopted the back door methods contrary to the settlements and filled up the vacancies. The same is evident from the proceedings dated 18.11.1993 a copy of the same is filed in the material papers and the same may be read as part of the claim statement. Further, it is submitted that management has to adhere the procedure issued by the Central Government, the instructions dated 16.8.1990 in the year 1995, but same was not followed in the year 1997 despite there being vacancies. The management has followed the procedure of calling candidates through

employment exchange instead of giving chance to the empanelled candidates like the Workman herein. The management sent call letters to the similarly situated candidates like the Workman in the month of June 1997 subsequent to issuance of impugned termination orders. After knowing the fact that they are litigating the issue by way of dispute, the management has refused to engage those candidates, the copies of call letters issued are filed herein along with claim petition. The Workman herein reiterates that the panels are meant for absorption but not for termination. In view of the same a duty is cast upon the Respondent management to engage the empanelled candidates like the Workman herein even in temporary vacancies till they are absorbed permanently in regular vacancies.

36. On the other hand, Respondent has contended that the Federation approached Regional Labour Commissioner (Central) for implementation of bipartite settlement in respect of the absorption of temporary employees. The Regional Labour Commissioner (Central) conducted conciliation proceedings and agreement was arrived at between the Federation and the Management bank. It is submitted that it was agreed between the Federation and the Management that both the panels of temporary employees and daily wagers /casual labour would be kept alive upto March, 1997 and the vacancies as agreed to under the afore set out settlements will be filled from both the lists concurrently. A copy of the conciliation proceedings dated 9.6.1995 signed by the parties to the dispute is filed as a material paper. Further, it is submitted that the settlement was arrived at and an agreement was signed between the Federation and the Management bank on 30.7.1996 under Section 2(p) read with Section 18(1) of the Industrial Disputes (Central) Rules 1957 which is binding on the parties. A copy of this agreement which hereinafter may be referred to as 5th settlement for brevity, is also filed as a material paper. The 5th settlement dated 30.7.1996 whereunder the earlier four settlements dated 17.11.1987, 16.7.1988, 27.10.1988 and 9.1.1991 were also referred, it was agreed to, by the Federation and the Management bank that both the panels of temporary employees and daily wagers/casual employees will be kept alive upto March, 1997 for filling the vacancies existing/arrived at as on 31.12.1994 as per the norms agreed to between the bank and Federation and that thereafter the said panels would lapse. It was also agreed that within the framework of the above settlements the modalities about drawing names from either the panel of temporary employees or the panel of daily wagers and casual labour would be decided administratively on circle to circle basis depending upon the local requirements in consultation with the Federation's affiliate by the Circle management. It was further agreed that all messenger real vacancies/positions in the subordinate cadre including part-time attendants specifically provided as leave reserve will be filled by the end of 31.3.1997. Further, Respondent contended that on 27.2.1997 a memorandum of understanding was also signed between the Federation's affiliate and the bank management regarding the fact that the exercise of identifying the messengerial vacancies as on 31.12.1994 has since been completed by central office and thereby 403 messengerial vacancies were sanctioned to the circle of the Management bank and it was agreed that these vacancies may be filled from 1989 panel of temporary employees after effecting conversion from full time non-messengerial staff in the usual manner and the agreement was reached upon. Further, it was agreed between the Federations affiliate and the management bank that in terms of the settlement dated 30.7.1996 both the panels of temporary employees and daily wagers /casual employees would lapse on 31.3.1997.

37. The Workman has contended that the empanelled list prepared by the Respondent management for appointment of temporary and daily wage Workers to the permanent post cannot lapse unless until it is exhausted by appointing all the empanelled persons and it should continue even after 31.3.1997, i.e., the date fixed for the lapse of panel. It is undisputed that the date of lapse of empanelled list of Workmen has been fixed to 31.3.1997 as mentioned in the settlement dated 30.7.1996, and agreed between the parties. It is settled law that and once the life of panel list lapses on the date as agreed between the parties it cannot be extended beyond that date. In the instant case the panel list of the workmen was valid upto 31.3.1997 in view of the terms and conditions enumerated in the 5th Settlement entered into between the parties. As the lapse of panel i.e., 31.3.1997 has been agreed by State Bank of India and State Bank of India Staff Federation through 5th Settlement, the Workman is not competent to challenge the same.

In this context I would like to take reference of the decision of the apex court in the case of **Syndicate Bank and Ors vs. Shankar Paul and Ors , AIR 1997 SC 3091, therein the Hon'ble Apex Court** have held:-

"Till 1982, the branches of the appellant Bank in Calcutta region were recruiting persons locally to work as temporary attenders in leave vacancies. In view of the revised procedure prescribed by the Government of India in respect of such temporary appointments, the Calcutta regional office of the appellant Bank

issued a circular to all of its branches on 14.8.1982, instructing all the branches under it to discontinue the old practice from 1.6.1982 and appoint only empanelled candidates. The regional office was to prepare a panel of eligible candidates, after calling names from the local/district employment exchange, and split it up branch-wise. Following that new procedure yearly panels were prepared thereafter. Names of the Respondents were for the first time included in the panel prepared for the period 7.2.1987 to 6.2.1988. By its letter dated 7.2.1987 the Bank had informed the Respondents that the panel was valid for one year only and that inclusion of their names in the panel was not to confer on them any right to seek permanent appointment in the service of the bank. Considering the object with which the panel was prepared and the fact that it was an yearly panel expiring on 6.2.1988, we are of the opinion that the Respondents did not get any right, because of inclusion of their names in the said panel, for permanent absorption in the service of the Bank. Whatever conditional right they had came to an end with the expiry of the panel. The claim of the Respondents, as contained in the writ petition was thus misconceived and therefore the learned single Judge and the Division Bench, when it first decided the appeal, were right in dismissing the writ petition and the appeal respectively."

Thus, in view of the above law laid down by the Hon'ble Apex Court and in view of the terms and conditions of the 5th Settlement the contention of the Workman that empanelled list should continue even after 31.3.1997 till the last Workman in the panel is absorbed is not tenable. The contention of the Workman is baseless in view of recital in the settlement. Therefore, in view of the fore gone discussion and finding given at Point No. I regarding binding nature of Settlements and terms and conditions enumerated therein, in view of the provision contained u/s.18(1) of the I.D. Act, 1947, I am of the considered view that life of panels lapsed on 31.3.1997 in view of terms of settlement dated 30.7.1996 and plea of Workman that the panel shall continue even after 31.3.1997 till last man absorbed has no legal force and same is untenable.

38. Undisputedly, settlement agreement dated 30.7.1996 was executed between the State Bank of India and State Bank of India Staff Federation and in that settlement it was agreed that both the panels of temporary employees and daily wagers/ casual employees will be used for filling vacancies existing as on 31.12.1994 as per the norms agreed between the bank and the Federation. These empanelled workmen were to be given a chance for permanent appointment in the bank against vacancies arising up to December 1994 whereas the daily wagers/ casual employees were to be considered against the vacancies arise from January 1995 to December 1996, whereby the said panel would lapse. It was agreed that the vacancies falls upto 31.3.1997 shall be filled before the empanelled list is allowed to lapse. Thus, the claim of the Workman to the post of permanent non-messenger in the Respondent management was subject to the availability of the sanctioned post and vacancies arising upto 31.3.1997. The workmen given chance to the permanent post were seniors in number of working days in panel list and Workman herein was junior to those workmen. Therefore, Workman could not be given absorption to permanent post being junior to other workmen in the panel list.

39. In this context the Workman witness WW1 was cross examined by the Respondent counsel and in the cross examination the witness WW1 states:-

"I applied for appointment as Messenger temporary, in response to the advertisement issued by the bank in terms of the settlement entered into between the and the Union…. Further, witness states, *The panels were prepared basing upon the number of days of service put in by the temporary messengers. Some of the temporary Messengers whose names were included in the panel were given regular appointment in the bank in order of their seniority in the panel….* Further witness states, *It is true that I am not having any documents to show that any of my juniors are continuing in service."*

Thus, from the above statement of the Workman witness WW1 it is clear that the panel was prepared in terms of various settlements entered into between Staff Federation of State Bank of India and State Bank of India and it was prepared on the basis of number of days of work put in by the temporary employees. Further, the Workman himself admitted that some of the temporary employees whose names were included in the panel were given regular appointment in the bank in order of their seniority in the panel and he is not having any document to show that any person who worked for less number of days than the Workman was given appointment in the bank. Therefore, the allegation of the Workman that the regular appointment has been made by the bank from the panel list in breach of the terms of the settlement and violation of seniority of panel list is not proved by this evidence of WW1. Thus, there is no evidence on

record that bank has given the appointment to the temporary employees as well as daily wagers from the panel list 1989 and 1992 in breach of seniority of the temporary employees in the list. There is no evidence of jumbling in the panel list to make appointment of any permanent Workman in breach of the seniority. Therefore, I am constrained to hold that the Respondent Management has appointed the workmen from panel list in order of seniority and there is no jumbling of workmen in the panel list before it got lapsed on 31.3.1997.

40. However, Workman has taken the plea that the panels of Workmen for absorption in the employment of the Respondent banks (panels of temporary employees and daily wagers) has been lapsed on 31.3.1997 in contravention of terms of settlement as the object of preparing the entire empanelment of temporary and daily wagers was to provide them permanent employment and till the both the panel lists exhausted the panel list cannot be lapsed on 31.3.1997 and the date of lapsing of the panel on 31.3.1997 has been fixed by the Respondent arbitrarily without any authority.

41. In this context, the perusal of Settlement dated 30.7.1996 reveals that the 5th Settlement dated 30.7.1996 was entered under Section 2(p) and 18(1) of I.D. Act, 1947 read with Rule 58 of Industrial Dispute (Central) Rules 1957. This settlement has been entered into by the competent parties and in this settlement parties thereto agreed that both the panels of temporary employees and daily wagers/casual employees will lapse on 31.3.1997. Thus the date of lapse of panel was fixed by both the parties with consensus under the settlement dated 30.7.1996 and same is binding upon the Workman under the provision of Section 18(1) of I.D. Act, 1947. Moreover, this issue of binding force of the settlement dated 17.11.1987, 16.7.1988, 27.10.1988 and 9.1.1991 has already been discussed, decided at finding in Point No.I of this award. However, the legality and validity of the aforementioned settlement has not been challenged by the Workman before any competent forum. Thus, claim of Workman that the date of lapse of panel i.e., 31.3.1997 has been fixed arbitrarily by the Respondent bank is untenable. As regard the claim of Workman for his absorption to the permanent post it is settled law that the Workman can not claim his regularization to permanent post merely on the basis of number of working days.

42. In this context the reference of the decision of Hon'ble Supreme Court in the case of **Oil and Natural Gas Corporation vs Krishan Gopal 2020(3) SCALE 272, date of decision 7.2.2020** is relevant therein Hon'ble Supreme Court have has laid down principle regarding regularization of the Workman on permanent posts. Hon'ble Supreme Court have laid down the prepositions of regularization of the workmen to permanent post is as under:-

"*(i) Wide as they are, the powers of the Labour Court and the Industrial Court cannot extend to a direction to order regularisation, where such a direction would in the context of public employment offend the provisions contained in Article 14 of the Constitution;*

(ii) The statutory power of the Labour Court or Industrial Court to grant relief to workmen including the status of permanency continues to exist in circumstances where the employer has indulged in an unfair labour practice by not filling up permanent posts even though such posts are available and by continuing to employ workmen as temporary or daily wage employees despite their performing the same work as regular workmen on lower wages;

(iii) The power to create permanent or sanctioned posts lies outside the judicial domain and where no posts are available, a direction to grant regularisation would be impermissible merely on the basis of the number of years of service;

(iv) Where an employer has regularised similarly situated workmen either in a scheme or otherwise, it would be open to workmen who have been deprived of the same benefit at par with the workmen who have been regularised to make a complaint before the Labour or Industrial Court, since the deprivation of the benefit would amount to a violation of Article 14; and

(v) In order to constitute an unfair labour practice under Section 2(ra) read with Item 10 of the Vth Schedule of the ID Act, the employer should be engaging workmen as badlis, temporaries or casuals, and continuing them for years, with the object of depriving them of the benefits payable to permanent workmen.

Thus, in view of the principles laid down by the Hon'ble Supreme Court as discussed above, in the instant matter the Workman utterly failed to prove his claim by adducing any documentary or oral evidence that the employer has indulged in unfair labour practice by not filling the permanent posts even though such posts are available and by continuing to employ workmen as temporary or daily wage employees despite their performance was the same work, as regular workmen on lower wages.

43. Respondent has contended that all the vacancies exist and arise upto 31.3.1997 has been filled up from the panel list in order of seniority and no vacancy exists or arises as on 31.3.1997 remained unfilled. Further, it is contended that as per terms of settlement the life of panel lists has been lapsed on 31.3.1997, hence, there is no occasion to extend the life of panel lists beyond 31.3.1997. However, the workman failed to prove contrary by any evidence to the aforesaid contention of the Respondent that the vacancies were existing as on 31.3.1997 and the workman was not given absorption to the permanent post in order of his seniority. It is settled law that the power to create permanent or sanctioned post lies outside the judicial domain and where no posts are available, a direction to grant regularization would be impermissible merely on the basis of the number of years of service. Therefore, the claim of the workman on this ground also not acceptable.

44. Further, as per the of settlement, panel was prepared for absorption of the workmen on the permanent posts has already been lapsed on 31.3.1997 and the vacancies existing and arising upto 31.12.1994 and upto 31.3.1997 as settlement dated 30.7.1996 has been filled up from the panel by appointing the workmen as per seniority in the panel list. Workman witness WW1 in his cross examination has himself admitted this fact that, some of the temporary employees whose names were included in the panel were given regular appointment in the bank in order of their seniority in the panel. The Workman failed to show that there was any breach of terms of settlement has been committed by the Respondent in appointment to permanent post from aforesaid panel list.

45. As discussed in preceding paragraph of this Award, the life of the panel has not been extended beyond 31.3.1997, by any further settlement hence, the panel list in which name of the Workman was included got expired on 31.3.1997. It is not the case of the Workman that Respondent has regularized similarly situated workmen either in the scheme or otherwise and the Workman has been deprived of same benefit on par with those workmen or the vacancies remained unfilled on the date of lapse of panels i.e., 31.3.1997, Industrial Tribunal has no jurisdiction to extend the date of lapse of panel i.e., 31.3.1997. This Tribunal can not order for regularization of workmen to the permanent post in contravention of the provision of Article 14 of the Constitution of India.

In the case of **Mahboob Deepak vs. Nagar Panchayat Gajraula & Anr, Civil Appeal No.5875/2007 date of judgement 13.12.2007,** Hon'ble Supreme Court have held:-

"8. Respondent is a Local Authority. The terms and conditions of employment of the employees are governed by a statute and statutory rules. No appointment can be made by a Local Authority without following the provisions of the recruitment rules. Any appointment made in violation of the said rules as also the constitutional scheme of equality as contained in Articles 14 and 16 of the Constitution of India would be a nullity.

9. Due to some exigency of work, although recruitment on daily wages or on an ad hoc basis was permissible, but by reason thereof an employee cannot claim any right to be permanently absorbed in service or made permanent in absence of any statute or statutory rules. Merely because an employee has completed 240 days of work in a year preceding the date of retrenchment, the same would not mean that his services were liable to be regularized."

Therefore, in view of the law laid down by the Hon'ble Apex Court, the claim of the Workman for absorption merely on the basis of number of day of work in the Respondent bank Branch is not acceptable. As regard plea of the Workman that the Workman should have been given employment even after 31.3.1997 as temporary Workman, it is the discretion of Respondent to engage the Workman depending upon availability of work and this Tribunal can not direct the Respondent to engage the Workman in the absent of such rule/scheme.

46. In view of principle laid down by Hon'ble Apex Court as discussed above, in the instant matter Workman utterly failed to establish the fact of rendering continuous service for a period of 240 days of service within a period of 12 calendar months commencing and coming backward from relevant date i.e., the date of retrenchment, if has he would be denied to be in continuous service for a period of one year. Therefore, the provision contained under Sec.25F of retrenchment is not applicable to Workman.

Counsel for Workman has relied upon number of decisions of Hon'ble High Court and Hon'ble Supreme Court and few of them are discussed herein:-

In the case of **F.C.I., vs. Kamdhenu Cattle Feed Industries 1993 (1) SCC 71,** therein Hon'ble Supreme Court have held:-

"7. In contractual sphere as in all other State actions, the State and all its instrumentalities have to conform to Article 14 of the Constitution of which non-arbitrariness is a significant facet. There is no unfettered discretion in public law: A public authority possesses powers only to use them for public good. This impose the duty to act fairly and to adopt a procedure which is `fairplay in action'. Due observance of this obligation as a part of good administration raises a reasonable or legitimate expectation in every citizen to be treated fairly in his interaction with the State and its instrumentalities, with this element forming a necessary component of the decision making process in all State actions. To satisfy this requirement of non- arbitrariness in a State action, it is, therefore, necessary to consider and give due weight to the reasonable or legitimate expectations of the persons likely lo be affected by the decision or else that unfairness in the exercise of the power may amount to an abuse or excess of power apart from affecting the bona fides of the decision in a given case. The decision so made would be exposed to challenge on the ground of arbitrariness. Rule of law does not completely eliminate discretion in the exercise of power, as it is unrealistic, but providers for control of its exercise by judicial review."

In the case of **State Bank of India, R.O., Vijayawada vs. Industrial Tribunal, Hyderabad WP No.193/1997,** therein Hon'ble High Court have held,

"*Sri Krovvidi Narasimham, the learned counsel for the 2nd respondent contends, supporting the award that it was a permanent vacancy and even though the 2nd respondent was appointed on temporary basis, his services were not liable to be terminated and he was to be regularised into service on permanent basis. Shastry award warrants that no temporary appointment can be made to a permanent post. But the matter is now covered by two division bench judgements dated 28.11.1986 in W.A. No.791 of 1986 and 25.8.1987 in W.A. No.270 of 1982. The ratio decided in the two judgements is to the effect that there cannot be any mandate to appoint employees on permanent basis when the requirement was for appointment on temporary basis. But it is held in the said judgements that when a temporary appointee is ousted from service and not for misconduct and, if again temporary appointment is to be made, then, the case of such temporary appointee who was ousted, has got to be considered in accordance with Sec. 25-H of the Act."*

In the case of **State of Haryana and others vs. Piara Singh and others. 1992 (4) SCC 118,** therein Hon'ble Supreme Court have held:-

" 49. If for any reason an adhoc or temporary employee is continued for a fairly long spell, the authorities must consider his case for regularization provided he is eligible and qualified according to the rules and his service record is satisfactory and his appointment does not run counter to the reservation policy of the state."

In the above cited judgements by the Workman the facts of the case are different hence do not apply to instant case of Workman.

47. On the other hand, in support of his contention Respondent has examined witness MW1 and MW1 in chief examination states that, Settlements i.e., on 17.11.1987, 16.7.1988, 27.10.1988, 9.1.1991 were entered into between the SBI and SBI Staff Federation for filling up of the vacancies that arise up to 1994 for those temporary employees who has worked on scale wages. Further, MW1 states that two different panels for messengers and non-messengers as per the eligibility criteria prescribed by the bank. There are four modules in Andhra Pradesh and they are Hyderabad, Tirupathi, Vijayawada and Visakhapatnam. MW1 states that the temporary employees so empanelled were given permanent absorption depending upon the vacancies so arise strictly in terms of the settlement. MW1 states that on

9.6.1995 conciliation proceeding was held before the RLC(C), Hyderabad and in said proceedings it was decided that the panels will be kept live up to 31.3.1997 and vacancies will be filled from both the lists concurrently. A copy of the said minutes of proceedings is Ex.M5. Further, MW1 states that on 30.7.1996 another settlement was entered between the SBI and All India SBI Staff Federation providing for filling up of the vacancies arising up to December 1994 in respect of subordinate cadre and daily wage /casual wage employees out of panel so prepared were to be considered against vacancies arising from January 1995 to December 1996, thereafter the said panels lapse. MW1 states that it was also agreed that all the non-messenger positions in subordinate cadre including part time attendants specially provided as leave reserve will be filled before 31.3.1997 and as regards to non-messengerial positions it is agreed that all such posts sanctioned and fallen vacant up to 31.3.1997 shall be filled before the empanelled list is allowed to lapse. Thus in both the cases empanelled list were lapsed on 1.4.1997. Ex.M6 is the copy of the settlement dated 30.7.1996. Further, witness states that on 27.2.1997 a memorandum of understanding was reached between the SBI and SBI Staff Federation providing that both the panels above mentioned will lapse on 31.3.1997. Ex.M7 is the copy of the memorandum of understanding and Ex.M8 is the copy of the statements giving the particulars of 1989 non-messenger panel, Ex.M9 is the copy of the statement of 1989 non- messenger panel, Ex.M10 is the copy of statement of 1992 panel. Further, witness states that petitioner was included in the 1989 panel. As the existing vacancies at that time were exhausted and his turn did not come he could not be given permanent employment in the bank as per the agreements. All the appointments were made strictly in accordance with the settlements reached from time to time between SBI and SBI staff federation and as per seniority, number of days of temporary service put in by them in the bank in the given period. Further, MW1 states petitioner was not sponsored by any employment exchange he did not undergo the regular process of selection required for appointment as a regular non-messenger the petitioner has not worked for 240 days in any year in his entire temporary service in the bank. The petitioner and other temporary employees were terminated from service by the bank. Further, MW1 states that the vacancies were filled up on regular basis with the temporary employees from the panels and these panels were expired in terms of the settlements so reached and there were no vacancies to absorb such employees. Thus, witness MW1 has proved the documents Ex.M1 to Ex.M12 and also contentions made in the counter. However, MW1 was cross examined by the Petitioner Counsel. But nothing has been elicited in his cross examination so as to discredit the testimony of the witness MW1 as regards the date of lapse of both the panels on 31.3.1997 and reasons assigned for non-absorption of the Petitioner from the panel list to the permanent post. Moreover the witness MW1 was re-examined by the Respondent and the witness MW1 states that panels were expired in terms of the settlement send absorptions to the extent of the available vacancies were made. There was no termination of any temporary messenger as such but their services were not utilized after the cut off date as the available vacancies were already filled up and most of these Petitioners were not in the service of the bank as on the date of the expiry date of the panels. Therefore, in view of the aforesaid testimony of the MW1 in re-examination in the absence of cross examination remained uncontraverted, the claim of the Workman that he was entitled for absorption in permanent post in the branch of Respondent Management on the basis of panel list is found not established.

This point is answered against the Workman.

48. **Point No.IV**:- In view of the discussion and finding given at Point Nos. I, II and III, the Workman is not entitled for any relief and claim statement of Workman sans merit and liable to be dismissed.

This Point is answered accordingly.

AWARD

In view of the fore gone discussion, it is held that the action of the Respondent bank in terminating the services of Sri B. Lachaiah, Ex. Messenger by way of oral orders w.e.f. 31.3.1997 is justified. Hence, the Petitioner is not entitled for any relief as prayed for. The claim statement filed by Workman sans merit, hence, dismissed. Reference is answered accordingly.

Award is passed accordingly. Transmit.

Typed to my dictation by Smt. K. Phani Gowri, Personal Assistant, transcribed by her, corrected and signed by me on this the 13th day of May, 2026.

IRFAN QAMAR, Presiding Officer

Appendix of evidence

Witnesses examined for the Petitioner	Witnesses examined for the Respondent
WW1: Sri B. Lachaiah	MW1: Sri Aluru Rama Rao

Documents marked for the Petitioner

Ex.W1:	Photocopy of Notification
Ex.W2:	Photocopy of interview call letter
Ex.W3:	Photocopy of Panel list
Ex.W4:	Photocopy of Service Certificate
Ex.W5:	Photocopy of Service certificate
Ex.W6:	Photocopy of service certificate
Ex.W7:	Photocopy of Service certificate
Ex.W8:	Photocopy of letter to employment exchange by Respondent
Ex.W9:	Photocopy of circular letter dated 14.07.1999

Documents marked for the Respondent

Ex.M1:	Photocopy of settlement between Respondent and All India State Bank of India Staff Federation dt.17.11.87
Ex.M2:	Photocopy of settlement between Respondent and All India State Bank of India Staff Federation dt.16.7.88
Ex.M3:	Photocopy of settlement between Respondent and All India State Bank of India Staff Federation dt.27.10.1988
Ex.M4:	Photocopy of settlement between Respondent and All India State Bank of India Staff Federation dt.9.1.1991
Ex.M5:	Photocopy of conciliation proceedings before the Regional Labour Commissioner(C) dt.9.6.1995
Ex.M6:	Photocopy of settlement between Respondent and All India State Bank of India Staff Federation dt.30.7.1996
Ex.M7:	Photocopy of Memorandum of understanding dt. 27.1.1997
Ex.M8:	Photocopy of statements giving the particulars of 1989 messenger panel.
Ex.M9:	Photocopy of statement of 1989 Non-messenger panel
Ex.M10:	Photocopy of statement of 1992 panel
Ex.M11:	Photocopy of order of Hon'ble High Court in WA No.86/98 dt. 1.5.98
Ex.M12:	Photocopy of order in SLP No.11886-11888 of 1998 dated 10.8.98

नई दिल्ली, 18 जून, 2026

का.आ. 1272.—औद्योगिक विवाद अधिनियम 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार **भारतीय स्टेट बैंक** के प्रबंधतत्र, संबद्ध नियोजको और उनके कर्मकारो के बीच अनुबंध में निर्दिष्ट **औद्योगिक** विवाद में केन्द्रीय सरकार **औद्योगिक** अधिकरण/श्रम न्यायालय चेन्नई के पंचाट (62/2025) प्रकाशित करती है।

[सं. एल-12025/01/2026-आईआर (बी-II)-148]

सलोनी, उप निदेशक

New Delhi, the 18th June, 2026

S.O. 1272.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. 62/2025*)* of the *Cent. Govt. Indus. Tribunal-cum-Labour Court Chennai* as shown in the Annexure, in the industrial dispute between the management of State Bank of India and their workmen.

[No. L-12025/01/2026– IR (B-II)-148]

SALONI, Dy. Director

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL

TRIBUNAL- CUM - LABOUR COURT

CHENNAI

ID No. 62/2025

Present: SUSHIL KUMAR-II, PRESIDING OFFICER

Date: 08-05-2026

The General Secretary,
State Bank of India Employees Federation,
TC 42/2003, BEFI Centre, Mele Thampanoor,
Thiruvanandapuram, Kerala : 1st Party / Petitioner

AND

1.The Dy. General Manager & CDO,
State Bank of India, Local Head Office,
No.10, College Road, Chennai – 600 006. : 2nd Party / 1st Respondent

2.The Chairman,
State Bank of India,
SBI Corporate Centre,
Vidhan Bhavan Marg,
Nariman,
Mumbai -400 021.
: 2nd Party / 2nd Respondent

Appearance:

For the 1st Party/Petitioner : M/s D. Geetha, Adv,

For the Respondents : None

Award

The Central Government, Ministry of Labour& Employment vide its Order No. 7/10/2025/B4/300118523/ADJ/A1 dated 21.08.2025 / 01.09.2025 referred the following Industrial Dispute to this Tribunal for adjudication.

The schedule mentioned in that order is:

"Whether, the action of the State Bank of India's denial of check-off facility to the State Bank of India Employees Federation, based on the Standard Operating Procedure dated 28.07.2017, is legal and justified? *If not, to what relief State Bank of India Employees Federation is entitled to?*

ID No.62/2025

2. On receipt of the above reference dated 21.08.2025/01.09.2025 from the appropriate Government, the dispute was registered as ID No. 62/2025 and due notices were issued to both the parties for their appearance fixing the case to 22.12.2025.

3. The ID case is called out. Counsel for the petitioner is present. When the matter was taken up for hearing, the Learned Counsel for the Petitioner filed a memo stating that the 1st Party Union doesn't want to pursue the dispute before this Hon'ble Tribunal at present. The Counsel, therefore, prays that this Hon'ble Tribunal may be pleased to dismiss the above Industrial Dispute being I.D. No. 62/2025 as withdrawn.

4. In view of the above reasons, Industrial Dispute filed by the Petitioner Union is dismissed as withdrawn.

The reference is answered accordingly.

SUSHIL KUMAR-II, Presiding Officer

नई दिल्ली, 18 जून, 2026

का.आ. 1273.—औद्योगिक विवाद अधिनियम 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार भारतीय स्टेट बैंक के प्रबंधतत्र, संबद्ध नियोजको और उनके कर्मकारो के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय **कानपुर** के पंचाट (46/2020) प्रकाशित करती है।

[फा. सं. एल-12011/36/2020-आईआर (बी-I)]

सलोनी, उप निदेशक

New Delhi, the 18th June, 2026

S.O. 1273.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. 46/2020*)* of the *Cent. Govt. Indus. Tribunal-cum-Labour Court Kanpur* as shown in the Annexure, in the industrial dispute between the management of State Bank of India and their workman,

[F. No. L-12011/36/2020– IR (B-I)]

SALONI, Dy. Director

ANNEXURE

THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, KANPUR

ID Case No. 46 of 2020

Shri Anand Shanker Pandey,
President, State Bank of India Karmchari Sangh,
U.P. S-28/54-A1, Anaula,
Varanasi (U.P).

…….Workman

Vs.

The Chief General Manager,
State Bank of India,
Local Head Office,
Lucknow – 226001.

……Management

(JUDGMENT)

(Passed on this 25th day of February, 2026)

As per letter dated 09.11.2020 by the Government of India, Ministry of Labour, New Delhi, the reference has been made to this Tribunal under Section-10 of Industrial Disputes Act, 1947 (in short the 'Act') as per Notification No. L-12011/36/2020-IR(B-I) dt. 09.11.2020. The dispute under reference relates to:

> *"Whether the action of the management of State Bank of India in stopping facilities to the protected workmen of State Bank of Karamchari Sangh vide letter dated 10.01.2020 which were being provided till the year 2017-18 is just, fair & legal? If not, as to what relief these protected workmen as declared by the management vide letter dated 10.01.2020 are entitled to?"*

Claimant/workman Anand Shanker Pandey (hereinafter stated as the claimant) has filed the statement of claim with averments which may be concisely stated as hereunder:

(i) Under section 33 (4) of Industrial Dispute Act, 1947 read with rule 61 of the Industrial Dispute Rules, 1957 official of the union is declared protected workman and they are provided with certain facilities by the Bank to such protected workman. A copy of the letter dated 15.06.2015.

(ii) The above facilities are being provided under Para 535 of Shastry awards and IV bipartite settlements dated 17.09.1984 also.

(iii) Beside the above facilities/benefit has been provided by the opposite party Bank to the applicant union and its official declared as protected workman.

(iv) Beside the above legal obligation on the part of the opposite party employer it is terms and condition of employment.

(v) The above facilities are illegally stopped by the opposite party in order to harm the applicant union and to help the union of management choice.

(vi) However, the higher authorities of the bank vide letter no. HR/IR/(1)/1956 dated 24.10.2017 and HR/IR (1) 404 dated 09.05.1915 has directed the Deputy General Manager, State Bank of India, Varanasi to provide the aforesaid facilities to the protected workmen of the applicant union.

(vii) It is, humbly prayed that the Hon'ble Court be pleased to direct the opposite party State Bank of India to declared protected workman and they are provided with certain facilities by the Bank to such protected workman in the interest of justice.

Respondent side has submitted the written statement with averments which may be summarized as stated below:

1. It is appropriate to add here that "present dispute" as raised by the applicant union, is deserved to be dismissed prim a-facie by the Hon'ble Court in the light of bank's letter dated 10.01.2020. In addition, it is specific to assert here that reference in question dated 09.11.2020 is bad in the eyes of law of the land.

2. It is essential to mention here that to mount illegal pressure on bank's management, Chief General Manager, Local Head Office Lucknow has deliberately been arrayed as party whereas instant matter relates to Administrative Office, Varanasi.

3. It is imperative to state here that bank never violated section 33 of The Industrial Disputes Act, 1947 or Rule 61 of The Industrial Disputes (Central) Rules, 1957 at material point of time.

4. It is necessary to submit here that claimant union did not come forward with clean hands & a false story has been narrated to give colour to this matter hence union is not entitled for claimed benefits.

5. It is urged that Shri Anand Shanker Panday so-called president of State Bank of India Karmachari Sangh has already been retired from the bank's services on 31.05.2016 hence he has no authority. Power or right to raise industrial dispute.

6. It is worth mentioning that Shri Bhrigunath Prasad was retired on 30.06.20 prior to date of reference i.e. 09.11.2020. This material fact has also been concealed by the union.

7. The contents brought in point no 1 to 3 of the claim in question are matter of record hence fresh comments are not needed at this juncture.

8. In answer to plea put in point no 4 of the claim in question it is made clear that material placed by applicant union are found to be false & frivolous hence absolutely denied.

9. Applicant union brought in point no 5 of the claim in question is matter of record thus new comments are not required at this stage.

10. Allegations levelled by applicant union put in point no 06 of the claim in question are contrary to bank's letter dated 10.01.2020 hence are not admitted by the respondent bank.

Main question in this reference is that Whether the action of the management of State Bank of India in stopping facilities to the protected workmen of State Bank of Karamchari Sangh vide letter dated 10.01.2020 which were being provided till the year 2017-18 is just, fair & legal? If not, as to what relief these protected workmen as declared by the management vide letter dated 10.01.2020 are entitled to?

In our claim statement applicant is requested that under section 33 (4) of Industrial Dispute Act, 1947 read with rule 61 of the Industrial Dispute Rule, 1957 official of the union is declared protected workman and they are provided with certain facilities by the Bank to such protected workman. The said facilities are provided under para 535 of Shastry awards and IV bipartite settlements dated 17.09.1984. Beside the said facilities / benefit has been provided by the opposite party Bank to the appellant union and its officials declared as protected as protected workman.

The above facilities are illegally stopped by the opposite party in order to harm the applicant union and to help the union of management choice.

The Regional Labour Commissioner (Central) Kanpur vide his order no. K-7(2-30)/92-B dated 17.01.1995 also directed the opposite party to provide protection as per para no. 535 of Shastry Award and also as per IV bipartite settlement to the applicant union and his officials protected workman. But the employer in utter disregard of the above direction has stopped the above facilities and in spite of all efforts are not paying the same to the applicant union and his officials.

The Corporate office Mumbai of the opposite party Bank vide instructions contained in letter no. CDO/IR/1773 dated 18.06.1996 has directed to provide all the facilities and benefits to the President and General Secretary of the union in respect of work and workplace and etc but the said facilities are not provided to the applicant union.

In reply of above claim statement bank filed written statement and in his written statement preliminary objection that it is appropriate to add here that “present dispute” as raised by the applicant union, is deserved to be dismissed prima-facie by the Hon’ble Court in the light of bank’s letter dated 10.01.2020. Shri Anand Shanker Pandey so-called president of State Bank of India Karmchari Sangh has already been retired from the bank’s services on 31.05.2016 hence he has no authority/ Power/ right to raise industrial dispute. Shri Bhrigunath Prasad was retired on 30.06.2020 prior to date of reference i.e. 09.11.2020, this material fact has also been concealed by the Union. The prayer made in claim statement is not maintainable and deserved to be ignored by the Hon’ble Court in the face of above referred reply.

From the perusal of record, the position which emerge out is that after filing of written statement by respondent on 07.12.2022, matter was fixed for filing of rejoinder; however, when the workman did not file its rejoinder in spite of several opportunities, this Tribunal passed an order on 26.05.2023 which is read as under:

"On behalf of O.P. side its representative Shri Neeraj Sharma raises serious objection against maintainability of the proceeding stating that none appears on behalf of the Union. It is further contended by him that the claimant has already retired and he is no more a protected workman. The contention of the O.P. side can be duly addressed at time of final award. The opportunity of filing rejoinder stands closed.

Proceeding stands posted to 03/07/2023 for filing of documents and for completion of admission-denial."

Accordingly, after hearing Sri Neeraj Sharma, learned counsel representative of the opposite parties and taking into consideration the facts the position which emerges out is that as no oral/documentary evidence has been filed on behalf of the claimant to support his claim, as such, the adjudication case is liable to be dismissed.

The burden of proof lies with the Claimant. The Management has provided clear documentary evidence (including the October 2022 Pension Slip) showing that the officials representing the union had retired from bank service. Under the Act, a "protected workman" must be an employee of the establishment. Once retired, the individual ceases to hold such status.

The Claimant's failure to participate in the "admission-denial" process or lead evidence results in the claims remaining unsubstantiated.

The claim filed by Shri Anand Shanker Pandey is hereby dismissed. The action of the Management is held to be just and fair based on the evidence on record. No relief is awarded.

Accordingly, the reference is answered in the **negative**. The claimant is not entitled to any relief. A **'Nil'** Award is hereby passed.

Parties are left to bear their respective costs.

Date: 25.02.2026 RAJENDRA PRASAD SRIVASTAVA (RETD. H.J.S.), Presiding Officer

नई दिल्ली, 19 जून, 2026

का.आ. 1274.— औद्योगिक विवाद अधिनियम (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार **मेसर्स सेल, आरएमडी, बोलानी ओर्स माइन्स** के प्रबंधतंत्र के संबद्ध नियोजकों और **मैसर्स बोलानी श्रमिक संघ (इंटक); क्योंझर माइंस मजदूर यूनियन; क्योंझर माइनिंग वर्कर्स यूनियन (सीटू); बोलानी बालागुडा मजदूर सभा** के बीच अनुबंध में निर्दिष्ट **केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, भुबनेश्वर, पंचाट (रिफरेन्स न.- 63/2019)** को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 19.06.2026 को प्राप्त हुआ था।

[सं. एल-26011/9/2019-आईआर(एम)]

सलोनी, उप निदेशक

New Delhi, the 19th June, 2026

S.O. 1274.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award **(Reference No. 63/2019)** of the **Central Government Industrial Tribunal cum Labour Court, Bhubaneswar** as shown in the Annexure, in the Industrial dispute between the employers in relation to **M/s SAIL, RMD, Bolani Ores Mines** and **M/s Bolani Shramik Sangh (INTUC); Keonjhar Mines Mazdoor Union; Keonjhar Mining Workers Union (CITU); Bolani Balaguda Mazdoor Sabha** which was received along with soft copy of the award by the Central Government on 19.06.2026.

[No. L-26011/9/2019– IR (M)]

SALONI, Dy. Director

ANNEXURE

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT
BHUBANESWAR

Present:

Sri Dinesh Kumar Singh,

Presiding Officer, C.G.I.T.-cum-LabourCourt,

Bhubaneswar.

INDUSTRIAL DISPUTE CASE NO. 63/2019

Date of Passing Order – 2nd February , 2026

Between :-

The General Manager, M/s. SAIL, RMD, Bolani Ores Mines,

At./Po. Bolani, Keonjhar (Odisha)

… 1st Party-Management.

AND

1. The Secretary, M/s. Bolani Shramik Sangh (INTUC),
   At./Po. Bolani, Keonjhar (Odisha).
2. The General Secretary, Keonjhar Mines Mazdoor Union (AITUC),
   At./Po. Bolani, Keonjhar (Odisha).
3. The Secretary, Keonjhar Mining ,Workers Union (CITU),
   At./Po. Bolani, Keonjhar (Odisha).
4. The Vice-President, Bolani Balaguda Mazdoor Sabha,
   At./Po. Boani, Keonjhar (Odisha).

… 2nd Party-Unions.

Appearances:

None. … For the 1st Party-Management.

None. … For the 2nd Party-Unions.

ORDER

In the present case, a reference was received from the Under Secretary to the Government of India, Ministry of Labour & Employment, New Delhi vide order No. L-26011/9/2019 – IR(M), dated 11.11.2019 under clause (d) of sub-section (1) and sub-section (2A) of Section 10 of the Industrial Disputes Act, 1947 for adjudication of a dispute, under the following schedule:-

"Whether the action of the management of SAIL, RMD, Bolani Ores Mines, Keonjhar (Odisha) in deducting water charges @ Rs. 50 per month from the non-executive is proper and justified under I.D. Act, 1947? If not, what relief the workmen are entitled to? What other directions, if any, are necessary in the matter?"

2. In the reference order, the Under Secretary to Government of India, Ministry of Labour & Employment, New Delhi commanded the parties raising the dispute to file statement of claim, complete with relevant documents, list of reliance and witnesses with this Tribunal within 15 days of receipt of the reference order and to forward a copy of such statement of claim to each of the Management involved in the dispute.

3. Despite directions so given, no statement of claim is received from the 2nd party-Unions.

4. On receipt of the above reference, notice was sent to the 2nd Party-Unions on 05.09.2023 for appearance and for filing of statement of claim. Neither the postal article sent to the 2nd Party-Unions, referred to above, was received back nor was it observed by the Tribunal that postal services remained unserved in the period, referred to above. Therefore, every presumption lies in favour of the fact that the above notices were served upon the 2nd Party-Unions. Despite service of the notice, the 2nd Party-Unions opted to abstain away from the proceedings. No claim statement was filed on its behalf. Thus, it is clear that the 2nd Party-Union is not interested in adjudication of the reference on merits.

5. Since the 2nd Party-Unions has neither filed statement of claim nor has led any evidence so as to prove its cause against the Management, it is presumed that there is no claim of workman against the Management.

6. In view of such, no claim Order is passed by this Tribunal.

7. Let this order be sent to the appropriate Government, as required under Section 17 of the Industrial Disputes Act, 1947, for publication.

Dictated & Corrected by me.

DINESH KUMAR SINGH, Presiding Officer

नई दिल्ली, 19 जून, 2026

का.आ. 1275.—औद्योगिक विवाद अधिनियम (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार **मेसर्स नालको** के प्रबंधतंत्र के संबद्ध नियोजकों और **नालको एम्प्लॉइज टेक्निकल एसोसिएशन** के बीच अनुबंध में निर्दिष्ट **केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, भुबनेश्वर, पंचाट (रिफरेन्स न.- 20/2020)** को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 19.06.2026 को प्राप्त हुआ था।

[सं. एल-43011/2/2020-आईआर (एम)]

सलोनी, उप निदेशक

New Delhi, the 19th June, 2026

S.O. 1275.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award **(Reference No. 20/2020)** of the **Central Government Industrial Tribunal cum Labour Court, Bhubaneswar** as shown in the Annexure, in the Industrial dispute between the employers in relation to **M/s NALCO** and **Nalco Employees Technical Association** which was received along with soft copy of the award by the Central Government on 19.06.2026.

[No. L-43011/2/2020– IR (M)]

SALONI, Dy. Director

ANNEXURE

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT
BHUBANESWAR

Present:

Sri Dinesh Kumar Singh,

Presiding Officer, C.G.I.T.-cum-LabourCourt,

Bhubaneswar.

INDUSTRIAL DISPUTE CASE NO. 20/2020

Date of Passing Order – 2nd February, 2026

Between :-

The Chief General Manager,
M/s. NALCO, Nalco Corporate Office,
Jayadev Vihar, Bhubaneswar – 751 013.

The Executive Director,
M/s. NALCO, M & R Complex, Post. Damanjodi,
District – Koraput (Odisha) – 763 008.

… 1st Party-Managements.

Vs

The General Secretary,
Nalco Employees Technical Association,
Old Post Office Building, Sector – I,
P.O. Damanjodi, Dist. Koraput (Odisha) – 763 008

… 2nd Party-Union.

Appearances:

None. … For the 1st Party-Managements.

None. … For the 2nd Party-Union.

ORDER

In the present case, a reference was received from the Under Secretary to the Government of India, Ministry of Labour & Employment, New Delhi vide order No. L-43011/2/2020 – IR(M), dated 22.07.2020 under clause (d) of sub-section (1) and sub-section (2A) of Section 10 of the Industrial Disputes Act, 1947 for adjudication of a dispute, under the following schedule:-

"Whether the demand of the employees/union regarding reconsideration of the issue of disparity arising out of the settlement date 05.03.2019 with regard to employees who have joined after 1997 is just and fair? If so, what remedy the workers are entitled to, that too from which date, whether from the date of the signing of Settlement or retrospectively from the date of seizing of the previous settlement?"

2. In the reference order, the Under Secretary to Government of India, Ministry of Labour & Employment, New Delhi commanded the parties raising the dispute to file statement of claim, complete with relevant documents, list of reliance and witnesses with this Tribunal within 15 days of receipt of the reference order and to forward a copy of such statement of claim to each of the Managements involved in the dispute.

3. Despite directions so given, no statement of claim is received from the 2nd party-Union.

4. On receipt of the above reference, notice was sent to the 2nd Party-Union on dated 05.09.2023 for appearance and for filing of statement of claim. Neither the postal article sent to the 2nd Party-Union, referred to above, was received back nor was it observed by the Tribunal that postal services remained unserved in the period, referred to above. Therefore, every presumption lies in favour of the fact that the above notices were served upon the 2nd Party-Union. Despite service of the notice, the 2nd Party-Union opted to abstain away from the proceedings. No claim statement was filed on its behalf. Thus, it is clear that the 2nd Party-Union is not interested in adjudication of the reference on merits.

5. Since the 2nd Party-Union has neither filed statement of claim nor has led any evidence so as to prove its cause against the Managements, it is presumed that there is no claim of workman against the Managements.

6. In view of such, no claim Order is passed by this Tribunal.

7. Let this order be sent to the appropriate Government, as required under Section 17 of the Industrial Disputes Act, 1947, for publication.

Dictated & Corrected by me.

DINESH KUMAR SINGH, Presiding Officer

नई दिल्ली, 19 जून, 2026

का.आ. 1276.—औद्योगिक विवाद अधिनियम (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार **मेसर्स नालको** के प्रबंधतंत्र के संबद्ध नियोजकों और **नालको एम्प्लॉइज टेक्निकल एसोसिएशन** के बीच अनुबंध में निर्दिष्ट **केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, भुबनेश्वर, पंचाट (रिफरेन्स न.- 21/2020)** को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 19.06.2026 को प्राप्त हुआ था।

[सं. जेड-16025/04/2026-आईआर (एम-I)-49]

सलोनी, उप निदेशक

New Delhi, the 19th June, 2026

S.O. 1276.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award **(Reference No. 21/2020)** of the **Central Government Industrial Tribunal cum Labour Court, Bhubaneswar** as shown in the Annexure, in the Industrial dispute between the employers in relation to **M/s NALCO** and **Nalco Employees Technical Association** which was received along with soft copy of the award by the Central Government on 19.06.2026.

[No. Z-16025/04/2026– IR (M)-49]

SALONI, Dy. Director

ANNEXURE

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT,

BHUBANESWAR

Present:

Sri Dinesh Kumar Singh,

Presiding Officer, C.G.I.T.-cum-Labour Court,

Bhubaneswar.

INDUSTRIAL DISPUTE CASE NO. 21/2020

Date of Passing Order – 2nd February, 2026

Between :-

1. The Chief General Manager,
M/s NALCO, Nalco Corporate Office,
Jayadev Vihar, Bhubaneswar -751013.

2. The Executive Director,
M/s NALCO, M&R Complex,
Post - Damanjodi, District - Koraput (Odisha) - 763008.

… 1st Party-Managements.

And

The General Secreary, Nalco Employees Technical
Association, Old Post Office Building, Sector - 1,
PO - Damanjodi, Dist. - Koraput (Odisha) - 763008.

… 2nd Party-Union.

Appearances:

None. … For the 1st Party-Managements.

None. … For the 2nd Party-Union.

ORDER

In the present case, a reference was received from the Under Secretary to Government of India, Ministry of Labour & Employment, New Delhi vide order No. L-43011/1/2020-IR(M) dated 22.07.2020 under clause (d) of sub-section (1) and sub-section (2A) of Section 10 of the Industrial Disputes Act, 1947 for adjudication of a dispute, under the following schedule: -

"Whether the demand of the employees/union regarding reconsideration of the issue of disparity arising out of the settlement date 05.03.2019 with regard to 72 employees who have joined after 1997 is just and fair? If so, what remedy the workers are entitled to and that too from which date, whether from the date of the signing of Settlement` or retrospectively from the date of seizing of the previous settlement?"

2. In the reference order, the Under Secretary to Government of India, Ministry of Labour & Employment, New Delhi commanded the parties raising the dispute to file statement of claim, complete with relevant documents, list of reliance and witnesses with this Tribunal within 15 days of receipt of the reference order and to forward a copy of such statement of claim to each of the Managements involved in the dispute.

3. Despite directions so given, no statement of claim is received from the 2nd party-Union.

4. On receipt of the above reference, notice was sent to the 2nd Party-Union on dated 05.09.2023 for appearance and for filing of statement of claim. Neither the postal article sent to the 2nd Party-Union, referred to above, was received back nor was it observed by the Tribunal that postal services remained unserved in the period, referred to above. Therefore, every presumption lies in favour of the fact that the above notices were served upon the 2nd Party-Union. Despite service of the notice, the 2nd Party-Union opted to abstain away from the proceedings. No claim statement was filed on its behalf. Thus, it is clear that the 2nd Party-Union is not interested in adjudication of the reference on merits.

5. Since the 2nd Party-Union has neither filed statement of claim nor has led any evidence so as to prove its case against the Management, it is presumed that there is no claim of workman against the Management.

6. In view of such, no claim Order is passed by this Tribunal.

7. Let this order be sent to the appropriate Government, as required under Section 17 of the Industrial Disputes Act, 1947, for publication.

Dictated & Corrected by me.

DINESH KUMAR SINGH, Presiding Officer

नई दिल्ली, 19 जून, 2026

का.आ. 1277.—औद्योगिक विवाद अधिनियम (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार **मेसर्स टाटा आयरन एंड स्टील कंपनी लिमिटेड** के प्रबंधतंत्र के संबद्ध नियोजकों और **श्रमिक सुरक्षा संघ** के बीच अनुबंध में निर्दिष्ट **केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, भुबनेश्वर, पंचाट (रिफरेन्स न.- 78/2024)** को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 19.06.2026 को प्राप्त हुआ था।

[सं. जेड -16025 / 04 / 2026-आईआर (एम)-47]

सलोनी, उप निदेशक

New Delhi, the 19th June, 2026

S.O. 1277.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award **(Reference No. 78/2024)** of the **Central Government Industrial Tribunal cum Labour Court, Bhubaneswar** as shown in the Annexure, in the Industrial dispute between the employers in relation to **M/s Tata Iron & Steel Company Ltd.** and **Shramik Surakshya Sangha** which was received along with soft copy of the award by the Central Government on 19.06.2026.

[No. Z-16025/04/2026– IR (M)-47]

SALONI, Dy. Director

ANNEXURE

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT BHUBANESWAR

Present:

Sri Dinesh Kumar Singh,
Presiding Officer, C.G.I.T.-cum-LabourCourt,
Bhubaneswar.

INDUSTRIAL DISPUTE CASE NO. 78/2024

Date of Passing Order – 2nd February, 2026

Between :-

M/s. Tata Iron & Steel Company Ltd.,
(Joda West Manganese Mines), Keonjhar.

… 1st Party-Management.

AND

Shramik Surakshya Sangha,
At./Po. Champua, Kendujhar, Odisha – 758 041.

… 2nd Party-Union.

Appearances:

None. … For the 1st Party-Management.

None. … For the 2nd Party-Union.

ORDER

In the present case, a reference was received from the office of the Dy.CLC(C) Bhubaneswar vide order No. 5(15)/2023-BBL/SP, dated 01.10.2024 under clause (d) of sub-section (1) and sub-section (2A) of Section 10 of the Industrial Disputes Act,1947 for adjudication of a dispute, under the following schedule:-

"1. Whether the Shramika Surakshya Sangha has any locus standi to file Industrial Dispute against M/s. Tata Steel Ltd., where there is already an existence of a recognized union ?

2. Whether the management took any efforts to pay the final dues of the deceased workman at the earliest?

3. Whether gratuity dues can be adjusted with the written authorization of the workman?

2. In the reference order, the Dy.CLC(C) Bhubaneswar commanded the parties raising the dispute to file statement of claim, complete with relevant documents, list of reliance and witnesses with this Tribunal within 15 days of receipt of the reference order and to forward a copy of such statement of claim to each of the Managements involved in the dispute.

3. Despite directions so given, no statement of claim is received from the 2nd party-Union.

4. On receipt of the above reference, notice was sent to the 2nd Party-Union on dated 16.04.2025 for appearance and for filing of statement of claim. Neither the postal article sent to the 2nd Party-Union, referred to above, was received back nor was it observed by the Tribunal that postal services remained unserved in the period, referred to above. Therefore, every presumption lies in favour of the fact that the above notices were served upon the 2nd Party-Union. Despite service of the notice, the 2nd Party-Union opted to abstain away from the proceedings. No claim statement was filed on its behalf. Thus, it is clear that the 2nd Party-Union is not interested in adjudication of the reference on merits.

5. Since the 2nd Party-Union has neither filed statement of claim nor has led any evidence so as to prove its cause against the Managements, it is presumed that there is no claim of workman against the Managements.

6. In view of such, no claim Order is passed by this Tribunal.

7. Let this order be sent to the appropriate Government, as required under Section 17 of the Industrial Disputes Act, 1947, for publication.

Dictated & Corrected by me.

DINESH KUMAR SINGH, Presiding Officer

नई दिल्ली, 19 जून, 2026

का.आ. 1278.—औद्योगिक विवाद अधिनियम (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार **ग्रु राउरकेला स्टील प्लांट** के प्रबंधतंत्र के संबद्ध नियोजकों और **राउरकेला श्रमिक संघ** के बीच अनुबंध में निर्दिष्ट **केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, भुबनेश्वर, पंचाट (रिफरेन्स न.- 10/2024)** को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 19.06.2026 को प्राप्त हुआ था।

[सं. जेड -16025/04/2026-आईआर (एम)-49]

सलोनी, उप निदेशक

New Delhi, the 19th June, 2026

S.O. 1278.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award **(Reference No. 10/2024)** of the **Central Government Industrial Tribunal cum Labour Court, Bhubaneswar** as shown in the Annexure, in the Industrial dispute between the employers in relation to **Rourkela Steel Plant** and **Rourkela Shramik Sangha** which was received along with soft copy of the award by the Central Government on 19.06.2026.

[No. Z-16025/04/2026– IR (M)-49]

SALONI, Dy. Director

ANNEXURE

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT BHUBANESWAR

Present:

Sri Dinesh Kumar Singh,

Presiding Officer, C.G.I.T.-cum-Labour Court,

Bhubaneswar.

INDUSTRIAL DISPUTE CASE NO. 10/2024

Date of Passing Order – 2nd February, 2026

Between :-

1. The Director Incharge,
Rourkela Steel Plant, SAIL, Rourkela.

… 1st Party-Management.

AND

1. Rourkela Shramik Sangha,
Qr No D/81 Sector 18 Rourkela,
Sundargarh, Odisha-769003

… 2nd Party-Union.

Appearances:

None. … For the 1st Party-Managements.

None. … For the 2nd Party-Union.

ORDER

In the present case, a reference was received from the Dy. CLC, Bhubaneswar vide order No.5(100)/2023-RKL-RO dated 16.01.2024 under clause (d) of sub-section (1) and sub-section (2A) of Section 10 of the Industrial Disputes Act, 1947 for adjudication of a dispute, under the following schedule: -

"Whether the action of the management of Rourkela Steel Plant by way of reducing one increment of the workman, Shri Gangadhar Panda as alleged by the General Secretary, Rourkela Shramik Sangh is legal and justified? If no, what relief the workman is entitled thereto".

2. In the reference order, the Dy. CLC, Bhubaneswar commanded the parties raising the dispute to file statement of claim, complete with relevant documents, list of reliance and witnesses with this Tribunal within 15 days of receipt of the reference order and to forward a copy of such statement of claim to each of the Managements involved in the dispute.

3. Despite directions so given, no statement of claim is received from the 2nd party-Union.

4. On receipt of the above reference, notice was sent to the 2nd Party-Union on dated 03.06.2024for appearance and for filing of statement of claim. Neither the postal article sent to the 2nd Party-Union, referred to above, was received back nor was it observed by the Tribunal that postal services remained unserved in the period, referred to above. Therefore, every presumption lies in favour of the fact that the

above notices were served upon the 2nd Party-Union. Despite service of the notice, the 2nd Party-Union opted to abstain away from the proceedings. No claim statement was filed on its behalf. Thus, it is clear that the 2nd Party-Union is not interested in adjudication of the reference on merits.

5. Since the 2nd Party-Union has neither filed statement of claim nor has led any evidence so as to prove its case against the Management, it is presumed that there is no claim of workman against the Management.

6. In view of such, no claim Order is passed by this Tribunal.

7. Let this order be sent to the appropriate Government, as required under Section 17 of the Industrial Disputes Act, 1947, for publication.

Dictated & Corrected by me.

DINESH KUMAR SINGH, Presiding Officer

नई दिल्ली, 19 जून, 2026

का.आ. 1279.—औद्योगिक विवाद अधिनियम (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार **लाइफ कॉर्पोरेशन ऑफ़ इंडिया** के प्रबंधतंत्र के संबद्ध नियोजकों और **श्री एन. श्रीधरन, श्री डी. गौरीपति, श्री आर. चेन्ना केशवलु, श्री ई. श्रीनिवासन, श्री पी.जी. राजू, श्री ई. विश्वासकुमार, श्री ए. कविरासु, श्री जी. थिरुमल, श्री के. गौरीनाथन, श्री पी. रविशंकर, श्री डी. जॉनसन** के बीच अनुबंध में निर्दिष्ट **केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, चेन्नई, पंचाट (रिफरेन्स न.- 49/2018, 50/2018,51/2018, 52/2018, 53/2018, 54/2018, 55/2018, 56/2018, 57/2018, 58/2018, 59/2018)** को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 19.06.2026 को प्राप्त हुआ था।

[फा. सं. जेड -16025/04/2026-आईआर (एम)-51]

सलोनी, उप निदेशक

New Delhi, the 19th June, 2026

S.O. 1279.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award **(Reference No. 49/2018, 50/2018,51/2018, 52/2018, 53/2018, 54/2018, 55/2018, 56/2018, 57/2018, 58/2018, 59/2018)** 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 **Life Corporation of India** and **Shri N. Sridharan, Shri D. Gowripathy, Shri R. Chenna Kesavalu, Shri E. Srinivasan, Shri P.G. Raju, Shri E. Viswaskumar, Shri A. Kaviarasu, Shri G. Thirumal, Shri K. Gowrinathan, Shri P. Ravishankar, Shri D. Johnson** which was received along with soft copy of the award by the Central Government on 19.06.2026.

[F. No. Z-16025/04/2026– IR(M)-51]

SALONI, Dy. Director

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL

TRIBUNAL- CUM - LABOUR COURT, CHENNAI

Date: 20-03-2026

Present: SUSHIL KUMAR-II,

PRESIDING OFFICER

INDUSTRIAL DISPUTE Nos. 49,50,51,52,53,54,55,56,57,58 &59 /2018

S.No	I.D.No	1st Party/Petitioner	2nd Party/ Management
1.	49/2018	**Shri N.Sridharan** 504, Q Block, West Cemetery Road, Old Washermenet, Chennai-600 021.	**1.The Zonal Manager,** Life Corporation of India, LIC Building, Anna Salai, Chenai-600 002. **2.The Branch Manager,** Life Corporation of India, City Branch Office-VII 232, NSC Bose Road, Chennai-600 001. **3.The Management**, 3 Star Detective & Securities Bureau, 60, 9th Street, M Block, Anna Nagar East,Chennai-600 102.
2.	50/2018	**Shri D.Gowripathy,** 13, Stanley Nagar, 5th Street, C.B Road, Chennai-600 021.	**1.The Zonal Manager,** Life Corporation of India, LIC Building, Anna Salai, Chenai-600 002. **2.The Branch Manager,** Life Corporation of India, City Branch Office-IV United India Buldg. 2nd floor Esplanade, Chennai-600 108. **3.The Management**, 3 Star Detective & Securities Bureau, 60, 9th Street, M Block, Anna Nagar East,Chennai-600 102.
3.	51/2018	**Shri R.Chenna Kesavalu,** 19/10, Nagappa Nagar, 2nd Street, C.B.Road, Washermenpet, Chennai-600 021.	**1.The Zonal Manager,** Life Corporation of India, LIC Building, Anna Salai, Chenai-600 002. **2.The Branch Manager,** Life Corporation of India, City Branch Office-VII 232, NSC Bose Road, Chennai-600 001. **3.The Management**, 3 Star Detective & Securities Bureau, 60, 9th Street, M Block, Anna Nagar East,Chennai-600 102.

4.	52/2018	**Shri E.Srinivasan,** 148/88 C.B.Road, Old Washermenpet, Chennai-600 021.	**1.The Zonal Manager,** Life Corporation of India, LIC Building, Anna Salai, Chenai-600 002. **2.The Branch Manager,** Life Corporation of India, CBO-XI U.I Building, 1st floor Esplanade, Chennai-600 108. **3.The Management**, 3 Star Detective & Securities Bureau, 60, 9th Street, M Block, Anna Nagar East,Chennai-600 102.
5	53/2018	**Shri P.G. Raju,** No.13, I Block, Venkatapuram, Saidapet, Chennai-600 015.	**1.The Zonal Manager,** Life Corporation of India, LIC Building, Anna Salai, Chenai-600 002. **2.The Branch Manager,** Life Corporation of India, City Branch Office-IV Esplanade Branch, Chennai-600 108 **3.The Management**, 3 Star Detective & Securities Bureau, 60, 9th Street, M Block, Anna Nagar East,Chennai-600 102.
6	54/2018	**Shri E.Viswaskumar** 1/25, VOC Nagar, 5th Street,Puliyanthope, Chennai-600 012.	**1.The Zonal Manager,** Life Corporation of India, LIC Building, Anna Salai, Chenai-600 002. **2.The Branch Manager,** Life Corporation of India, City Branch Office-I 232, NSC Bose Road, Kondichetty Street, Chennai-600 001. **3.The Management**, 3 Star Detective & Securities Bureau, 60, 9th Street, M Block, Anna Nagar East,Chennai-600 102.
7	55/2018	**Shri A.Kaviarasu,** 30/6, Mukkiyamman Kovil Street, Chintadripet, Chennai-600 002.	**1.The Zonal Manager,** Life Corporation of India, LIC Building, Anna Salai, Chenai-600 002. **2.The Branch Manager,** Life Corporation of India, CBO-X, Indian Mutual Building Anna Salai, Chennai-600 002.

			3.The Branch Manager, Life Corporation of India, City Branch Office-VII 232, NSC Bose Road, Chennai-600 001. **4.The Management**, 3 Star Detective & Securities Bureau, 60, 9th Street, M Block, Anna Nagar East,Chennai-600 102.
8	56/2018	**Shri G.Thirumal** 27, Palli Salai, Ganeshapuram, Vyasarpuram Post, Thiruvalangadu via Thiruvallur Dist-631 210	**1.The Zonal Manager,** Life Corporation of India, LIC Building, Anna Salai, Chenai-600 002. **2.The Branch Manager,** Life Corporation of India, City Branch Office-VII 22, NSC Bose Road, Chennai-600 001. **3.The Management**, 3 Star Detective & Securities Bureau, 60, 9th Street, M Block, Anna Nagar East,Chennai-600 102.
9	57/2018	**Shri K.Gowrinathan,** 10/20, Nagappa Nagar, 1st Street, C.B.Road Washermenet, Chennai-600 021.	**1.The Zonal Manager,** Life Corporation of India, LIC Building, Anna Salai, Chenai-600 002. **2.The Branch Manager,** Life Corporation of India, City Branch Office-XIII 232, NSC Bose Road, 5TH Floor, Chennai-600 001. **3.The Management**, 3 Star Detective & Securities Bureau, 60, 9th Street, M Block, Anna Nagar East,Chennai-600 102.
10	58/2018	**Shri P.Ravishankar,** A Block, A-13, Governmemnt Press Quarters Kamaraj Nagar, New Washermenpet, Chennai-600 081.	**1.The Zonal Manager,** Life Corporation of India, LIC Building, Anna Salai, Chenai-600 002. **2.The Branch Manager,** Life Corporation of India, City Branch Office-XI United India Bldg.1st floor, Esplanade, Chennai-600 108.

			3.The Management, 3 Star Detective & Securities Bureau, 60, 9th Street, M Block, Anna Nagar East,Chennai-600 102.
11	59/2018	**Shri D.Johnson** 11/6, Stanley Nagar, 1st Street, C.B.Road, Chennai-600 021.	**1.The Zonal Manager,** Life Corporation of India, LIC Building, Anna Salai, Chenai-600 002. **2.The Branch Manager,** Life Corporation of India, City Branch Office-VII 232, NSC Bose Road 3rd floor Chennai-600 001. **3.The Management**, 3 Star Detective & Securities Bureau, 60, 9th Street, M Block, Anna Nagar East, Chennai-600 102.

Appearance:

For the 1st Party/ Petitioner : M/s. Balan Haridas, Advocates

For the 2nd Party/ Respondents 1 & 2 : M/s. C.K.Chandrasekar, Advocates

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The facts and applicability of law in all these Eleven Industrial Disputes and the legal issues involved are similar. The Petitioners raised claim against the same Respondents for the same relief. Therefore, a common Award is being passed in all these ID cases. I take up the I.D. No49/2018 as lead case, filed by the Petitioner for disposal of these eleven appeals and finding being rendered in this order will equally apply to all the other appeals filed by the Petitioners. A copy of the Award will be put on every file. The aforesaid Petitioners filed petitions u/s.2A of the Industrial Disputes Act, 1947 directly seeking relief of reinstatement into service of the Respondent/Management.

2. The substance of the claim petition are as follows:-

The Petitioners were engaged to do the work of Office Assistant/Peon and their date of joining with the Respondent/Management as follows:-

S.No.	Name	Date of Joining
1	N.Sridharan	05.03.2007
2	D.Gowripathy	04.04.2008
3	R.Chennakesavalu	17.05.2010
4	E.Srinivasan	17.05.2010
5	P.G.Raju	12.06.2010
6	E.Viswaskumar	March, 2010
7	A.Kaviyarasu	01.12.2005

8	G.Thirumal	10.05.2010
9	K.Gowrinathan	25.11.2009
10	P.Ravishankar	07.07.2012
11	D.Johnson	Feb. 2012

3. The Petitioners have been working continuously and they were initially paid Rs.60/- per day and gradually it was increased and at the time of termination they were paid Rs.500/- per day and the amount was paid on weekly basis. The wage was paid under various heads such as budget control cum payment cum movement register, office upkeep and cleaning material, miscellaneous expenses etc. Basically al the Petitioners were doing Office Assistant work viz., class IV employee cum peon.

4. The Petitioners have worked for more than 480 days continuously within a period of 24 calendar months. While so, the services of the Petitioners were orally terminated from 30.11.2017, without serving any notice, notice pay or compensation. The termination of service of the Petitioners would amount to retrenchment. However, the provisions of section 25F of the I.D. Act, 1947 was not complied with. The Petitioners were without any employment and are facing undue hardships and suffering. Thus, the Respondent has replaced the direct employees with contract employees is in violation of provisions of section 25H of the Act. Therefore, the termination is void, *ab initio* and arbitrary.

5. On identical circumstances, the employees filed Writ Petition being W.P.No.25295 of 2015 before the Hon'ble High Court of Madras for regularization which was dismissed. The employees preferred Writ Appeal No.1229 of 2024 and the said appeal was allowed and direction was issued to the Respondent Corporation to regularize the employees concerned in the Writ Petition and this order was passed on 22.10.2024. The Respondent preferred SLP (C) No. 329 of 2025 which was dismissed by an order dated 15.01.2025. Thereafter, the order of the Division Bench in W.A No.1229 of 2024 was complied with. The Petitioners in this case are also similarly placed persons whose services also required to be regularized. It is also stated that direct employees cannot be replaced by contract employees . The Respondent /Corporation has engaged the employees through contractor to do the work which the Petitioners were doing. The Petitioners are without employment from the date of and are entitled for reinstatement with back wages, continuity of service and other attendant benefits. Therefore, it is prayed that the 1st & 2nd Respondents may be directed to reinstate the Petitioners into service with full back wages, continuity of service and other attendant benefits since the order of termination is illegal and contrary to law.

6. The Respondent in its reply submitted that claim petitions are not maintainable on facts and in law as the prayer is contrary to the rule of Respondent Corporation and unsustainable either in law or on facts. It is further stated that Petitioners were not engaged as temporary employees and not appointed as per statutory rules or instructions and they were engaged on need basis and not against any sanctioned post. The Petitioners were engaged as badli/coolie on various dates and paid for the work done by them. The Petitioners were paid for the work of cleaning, dusting and upkeep works of branch offices upon necessity. They were not engaged as peon as contended by them. The casual engagement for need based works cannot confer permanency. It is denied that Petitioners have worked for 480 days in 24 calendar months to claim permanency. The appointment in corporation can only be through regular process of selection and the Respondent is bound to follow the recruitment rules as per directions of the Central Govt. to meet the social justice objectives through reservation for various categories.

7. It is further stated that engagement of Petitioners were not just and proper and they are not entitled for reinstatement. There was no sanctioned post for appointment. In the case of Umadevi (2006) 4 SCC 1, the Hon'ble Supreme Court held that any absorption would provide back door entry which negate the opportunity and fairness in public employment which has been specifically denied. Therefore, the claim of absorption of daily wages/badli engaged could not be acceded to and therefore, petitions are liable to be rejected. In the written submissions, the Respondent stated that in ID 50/2018 as lead case, documents have already been marked as Ex.M1 to Ex.M8 along with proof of affidavit filed by Shri Srinivas Dhavla, Administrative Officer of the Respondent No.1 & 2 and he was cross-examined by the learned counsel appearing on behalf of the Appellant. Therefore, it is prayed that all the eleven claim petitions may be dismissed as devoid of merit.

Witnesses Examined:

For the First Party Petitioner : WW1 Shri N.Sridharan, Petitioner

For the 2nd Party/Management : MW1 Shri Srinivas, Dhavala, A.O

Documents Marked:

On the Petitioner's side:

Ex.No.	Date	Description
Ex.W1	-	Attendance Register from May, 2010 to Feb 2013
Ex.W2	-	Salary Voucher from 2011 to 2013

Documents Marked:

On behalf of Respondent/Management :

Ex.No.	Date	Description
Ex.M1	28.06.1993	Copy of LIC of India (Employment of temporary staff) Instructions, 1993.
Ex.M2	26.08.1993	Copy of LIC of India Central Office circular
Ex.M3	-	Copy of specimen appointment letter as per LIC of India (Employment of temporary staff) Instructions, 1993
Ex.M4	18.01.2011	copy of order of Hon'ble Supreme Court in C.A. 953-968/2005 LIC of India Vs. Anil Kumar & Ors
Ex,.M5	20.05.2011	Copy of Notification for appointment of peons issued by Central Office of LIC
Ex.M6	2008	Copy of Notification for appointment of Assistants issued by Southern Zonal Office of LIC of India, Chennai.
Ex.M7	17.09.2019	Copy of Notification for appointment of Assistants issued by Southern Zonal Office of LIC of India, Chennai
Ex.M8	22.07.2022	Copy of judgement of Hon'ble Supreme Court in MA 1150/2019 in Contempt Petition 1921 of 2017 in Ranbir Singh Vs. LIC of India

8. Heard the learned counsel appearing on either side and perused the material available on record. The first point that arises for determination is whether the action of the Respondent/Management in terminating the Petitioner from service is legal and justified? The second point that arises for determination is to what relief the Petitioner is entitled to? Both these issues are supplemented to each other and therefore, a common finding is recorded.

9. It is argued on behalf of the Appellant that similarly placed workmen in K.S. Krishnarao and Another filed W.A. No.1229/2024 which was decided by the Hon'ble High Court of Madras on 22.10.2024 and the said judgement is squarely applicable to the present workmen. The Hon'ble High Court of Madras framed the following point:-

"*Whether the Appellants are entitled for regularization of their employment along with associated benefits as prayed for?*

10. The Hon'ble High Court of Madras in the said Writ Appeals has observed as under:-

"14. It is pertinent to note that the appellants worked for the 3rd and 4th respondent Corporation for about 30 years, performing the same tasks as similar to that of permanent employees but with lower wages and longer hours. Despite continuous service from the years 1993 to 2023 and promises of job security, they were not made permanent, allegedly due to the educational qualification issues. Even if they lack the required qualifications, they continued in the employment as temporary employees for the meagre salary, until the passing of the order in writ petition and immediately disengaged the appellants from the service after its dismissal order.

15. Therefore, this Court is of the opinion that as the appellants/workers have been working till the dismissal of the order of the writ court and who are in the verge of their retirement, they are entitled to have their service regularized. As contended by the learned counsel for the 3rd and 4th respondents, with regard to the limited examination to the class IV cadre, it can be observed that the examination conducted by the L.I.C. was specifically for the post of peon, which is a Class IV cadre position. Since the appellants herein are not peons, they were not eligible to participate in the exam held on 26.06.2011. Although the appellants herein worked in various multitasking jobs as directed by the Management, they do not have the educational qualifications for the peon position. It is also to be noted that the exam did not cover other roles such as sweepers, cleaners, or caretakers.

16. This being the case, the respondent Management failed to have conducted the examination for the other sub categories of Class IV posts. Despite the same, the appellants/workers continued to serve the respondent Management without any interruption in service. Moreover, the appellants are temporary employees, who have worked continuously for more than 480 days without any interruption, are entitled to regularization. Given this, the denial of regularization to the appellants/ workers is a clear violation of the right to equality in employment.

17. Thus, in view of the above discussion, the order dated 29.09.2023 passed by the Learned Single Judge is set aside and the appeal filed by the appellants/ workers is hereby allowed. The appellants/workers are entitled for regularization on completion of their 480 days of continuous service in the respondent Management. The respondent-L.I.C. is directed to extend the benefits to the appellants as eligible to permanent employees in similar posts and settle the monetary and pensionary benefits eligible to them within a period of three months from the date of receipt of a copy of this order."

11. It is also submitted by the Petitioners that Respondent/Management filed SLP No.329 of 2025 before the Hon'ble Supreme Court in the case of which was dismissed by the Hon'ble Supreme Court on 15.01.2025,whereby the Hon'ble Court held as under:-

"*2. Although the learned Senior counsel makes various contention, it cannot be ignored that the respondents have worked as Badli workers (watchman) for about three decades and are on the verge of reaching superannuation age.*

3. Having considered the above special circumstances, we see no reason to invoke our powers under Article 136 of the Constitution. The Special Leave Petition is accordingly dismissed."

12. The ratio of the above judgements of Hon'ble High Court of Madras and Hon'ble Supreme Court are squarely applicable to the facts of the present case in the Industrial Disputes filed by the workmen. Therefore, all the 11 industrial disputes raised by the workmen are allowed in favour of the workmen.

13. Now, I have to decide the entitlement of back wages.

On perusal of facts from Writ Appeal no.1229 of 2024, it appears that workmen who filed Writ Petitions were seeking regularization of their employment along with associated benefits. In the present case, the Petitioners were removed from service w.e.f 30.11.2017 and during this intermittent period, they were not employed as stated in the proof of affidavit. The Respondent/Management failed to adduce any contra evidence that Petitioners were working in any institution or establishment after their removal from service on 30.11.2017. Since the termination of the Petitioners was illegal without following any procedure provided u/s.25F of the Industrial Disputes Act, 1947, the workmen are entitled to get 50% of back wages from the date of dismissal i.e., 30.11.2017 till the date of reinstatement into service of the Respondent Corporation.

AWARD

The claim petitions filed by the 11 Petitioners are allowed. In light of the above judgements, the Respondent/Management LIC is directed to reinstate the Petitioners into service. The Petitioners are entitled to get 50% of back wages from the date of removal from service, till the date of reinstatement into service of the Respondent/Management along with continuity of service and other attendant benefits. Ordered accordingly.

Record be consigned to the record room.

Date : 20.03.2026 SUSHIL KUMAR-II, Presiding Officer

नई दिल्ली, 19 जून, 2026

का.आ. 1280.—औद्योगिक विवाद अधिनियम (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार **एआई एयरपोर्ट सर्विसेज़ लिमिटेड** के प्रबंधतंत्र के संबद्ध नियोजकों और **श्री एम. गुणसेकरन, श्री एम. विमलराज, श्री पी. राजा, श्री आर. मुरली शंकर, श्री पी. आनंदन, श्री सी.एस. सरवनन, श्री जी. अब्बास अली, श्री एम. देवमणि** के बीच अनुबंध में निर्दिष्ट **केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, चेन्नई, पंचाट (रिफरेन्स न.- 1/2021, 2/2021, 3/2021, 4/2021, 5/2021, 6/2021, 7/2021, 8/2021)** को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 19.06.2026 को प्राप्त हुआ था।

[फा. सं. जेड -16025/04/2026-आईआर (एम)-52]

सलोनी, उप निदेशक

New Delhi, the 19th June, 2026

S.O. 1280.— In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award **(Reference No. 1/2021, 2/2021, 3/2021, 4/2021, 5/2021, 6/2021, 7/2021, 8/2021)** 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 **AI Airport Services Limited** and **Shri M. Gunasekaran, Shri M. Vimalraj, Shri P. Raja, Shri R. Murali Shankar, Shri P. Anandhan, Shri C.S. Saravanan, Mr. G. Abbas Ali and Shri M. Deivamani** which was received along with soft copy of the award by the Central Government on 19.06.2026.

[F. No. Z-16025/04/2026– IR (M)-52]

SALONI, Dy. Director

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL- CUM - LABOUR COURT, CHENNAI

Date: 19-03-2026

Present: SUSHIL KUMAR-II,

PRESIDING OFFICER

INDUSTRIAL DISPUTE Nos. 1,2,3,4,5,6,7,8/2021

S.No	I.D.No	1st Party/Petitioner	2nd Party/ Management
1.	1/2021	**Shri M.Gunasekaran** S/o. Mr. M.Muthu, # 32, Mettu Street, Nemilicherry, Chrompet,	AI Airport Services Limited [Formerly known as Air India Air Transport services Ltd.] The General Manager,

		Chennai-600 044.	Air India Unity Complex Pallavaram, Contonment, Chennai-600043.
2.	2/2021	**Shri M.Vimalraj** S/o. Mr. Mariyadoss No.6, 2nd Cross Street, Vasantham Nagar, Old Pallavaram,Chennai-600117.	AI Airport Services Limited [Formerly known as Air India Air Transport services Ltd.] The General Manager, Air India Unity Complex Pallavaram, Contonment, Chennai-600043.
3.	3/2021	**Shri P.Raja,** S/o. D.Perumal # 125/174, Yadava Street, Adambakkam,Chennai-600 088.	AI Airport Services Limited [Formerly known as Air India Air Transport services Ltd.] The General Manager, Air India Unity Complex Pallavaram, Contonment, Chennai-600043.
4.	4/2021	**Shri R.Murali Shankar,** S/o.C.Radhakrishnan No.1, 15th Street, Balaji Nagar, Anakaputtur,Chennai-600 070. .	AI Airport Services Limited [Formerly known as Air India Air Transport services Ltd.] The General Manager, Air India Unity Complex Pallavaram, Contonment, Chennai-600 043.
5	5/2021	**Shri P.Anandhan,** S/ o. P.Padmanabhan, #18/63, Thulukanathaman Kovil Street, Bharathi Nagar, Pallavaram, Chennai-600 043.	AI Airport Services Limited [Formerly known as Air India Air Transport services Ltd.] The General Manager, Air India Unity Complex Pallavaram, Contonment, Chennai-600 043.
6	6/2021	**Shri C.S.Saravanan** S/o. C.Sankaran. #276, 20th Street, Kalaignar Nagar, Kovai Padagal, Avadi, Chennai-600 062.	AI Airport Services Limited [Formerly known as Air India Air Transport services Ltd.] The General Manager, Air India Unity Complex Pallavaram, Contonment, Chennai-600 043.

7	7/2021	**Mr.G.Abbas Ali,** **S/o.** Gulam Hussain #2/9, Amudam Nagar Main Road, New Perungalathur, Chennai-600 063.	AI Airport Services Limited [Formerly known as Air India Air Transport services Ltd.] The General Manager, Air India Unity Complex Pallavaram, Contonment, Chennai-600 043.
8	8/2021	**Shri M.Deivamani** S/o. R.Marimuthu, Old No.167, New No.64, Perumal Kovil Street, Chinnamadurapakkam, Varanavasi Post, Thenneri via Kancheepuram -631 604.	AI Airport Services Limited [Formerly known as Air India Air Transport services Ltd.] The General Manager, Air India Unity Complex Pallavaram, Contonment, Chennai-600 043.

Appearance:

For the 1st Party/ Petitioner : M/s. T.Ramkumar, Advocates

For the 2nd Party/ Respondent : M/s. N.G.R. Prasasd, Advocates

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The facts and applicability of law in all these eight Industrial Disputes are similar and the legal issues raised by the Petitioners are same and the cases raised against the same Respondent for the same relief. Therefore, a common Award is being passed in all these ID cases. I take up the I.D. No.1/2021 as lead case, filed by the Petitioner for disposal of these eight appeals and finding being rendered in this order will equally apply to all the other appeals filed by the Petitioners. The aforesaid Petitioners filed petitions u/s.2A of the Industrial Disputes Act, 1947 directly seeking relief of reinstatement into service of the Respondent/Management.

2. As per claim statement filed by all the Petitioners, they joined the services of the Respondent in the year 1999 through Employment Exchange, Kanchipuram and handled the ground work at Airport and engaged in ground handling works such as wheelchair assistance, office related duties, custom clearance related work, immigration clearance related works etc., After working about two decades of continuous service, the Petitioner received an order dated 28.08.2018 issued by the Respondent by which service conditions of the employees was unilaterally changed and they were required to work under the respondent management on fixed term contract basis. A Writ Petition No. 23266 of 2018 was filed on behalf of the workmen by Air India Employees Progressive Union seeking for declaration to declare that the order dated 23.08.2018 be null and void. Thereafter, based on the interim orders passed by the Honourable High Court of Madras in W.M.P.No. 27151 of 2018 in W.P. No. 23266 of 2018 dated 07.09.2018, the members of the aforesaid union, including the petitioner had signed the fixed term service

agreement on 12.11.2018 and reported for work without prejudice to the claim made in W.P.No.23266 of 2018. The Writ Petition No. 23266 of 2018 was disposed off by the Honourable High Court on 11.07.2019 and the Hon'ble Court was pleased to pass the order after taking into consideration that the workmen should be continued in employment till they attain the age of superannuation and at no point of time they should be replaced by any other casual arrangement by resorting to employ other persons. While so, the Respondent management issued a show cause notice dated 11.03.2020, wherein it was alleged that the petitioner has issued statement in the print media in violation of Clause No. 15(b) of the Contract entered into by the Petitioners with the management and asking the Petitioner to show cause why the employment should not be terminated by the respondent management. The allegations made against the Petitioner are vague and baseless. The Petitioners submitted their explanation denying all allegations made against him as false and they have not given any statement to print media as alleged by the Respondent. Only representations were made to the Respondent seeking to ensure safety measures at the work place. But, without conducting any enquiry and without affording any opportunity to deny allegations made in show cause notice, the respondent management arbitrarily issued order of termination dated 16.03.2020 terminating the Petitioner's service with immediate effect. Therefore, the Petitioner raised this dispute u/s.2A of the Industrial Disputes Act, 1947 before the Assistant Labour Commissioner (Central), Chennai and he closed the proceedings and issued certificate dated 30.12.2020 to enable the Petitioner to raise the dispute before this Tribunal.

3. The Petitioners filed these Industrial Disputes u/s.2A of the Industrial Disputes Act, 1947 seeking the relief that this Tribunal may be pleased to pass an Award that the action of the Respondent/Management in terminating the services as unjustified and further direct the Respondent/Management to reinstate the Petitioners into service with full back wages, continuous service with all attendant benefits.

4. The Respondent/Management in its counter statement stated that Air India Air Transportation Services Limited (AITSL) adopts a policy of zero tolerance on discipline . The employees engaged on fixed term contract are governed by the terms entered into by them with the management of AITSL. Some of the Air India casual workers were recently relocated out of terminal. Since then, eight casuals claiming to owe allegiance to a political party have started maligning the name of organization and spreading false rumors. Moreover, they were in the habit of refusing to obey reasonable orders of their superiors. Therefore, disciplinary action was initiated by the HR department of AIASL. Copy of the statement given to print media on 06.03.2020 published in Murasoli Tamil newspaper with translation is marked as document. Therefore, the action of the Respondent/Management is legal and claim petition filed by the Petitioners are liable to be dismissed.

Witnesses Examined:

For the First Party Petitioner : WW1 Shri M.Gunasekaran

For the 2nd Party/Management : MW1 Shri Sudhasanan T.V.

Documents Marked:

On the Petitioner's side:

Ex.No.	Date	Description
Ex.W1	11.03.2020	Show cause notice sent by Respondent/Management to Petitioner
Ex.W2	16.03.2020	Order of termination issued to Petitioner
Ex.W3	-	Petition u/s.2A filed by Petitioner
Ex.W4	10.11.2020	Reply given by Respondent/Management before Conciliation Officer
Ex.W5	30.12.2020	Certificate issued by Conciliation Officer

Documents Marked:

On behalf of Respondent/Management :

Ex.No.	Date	Description
Ex.M1	12.11.2018	Contract appointment of Petitioner
Ex.M2	16.03.2020	Statement in print media with translation

5. On behalf of the Petitioner, proof of affidavit was filed by the Petitioner and adduced oral evidence as WW1 and marked five documents as Ex.W1 to Ex.W5. On behalf of the Respondent/Management, Shri Sudharsanan T.V., Customer Service Executive has filed proof of affidavit and marked documents as Ex.M1 & Ex.M2.

6. Heard the learned counsel appearing on either side and perused the material available on record. The first point that arises for determination is whether the action of the Respondent/Management in removing the Petitioner from service on the ground of violation of conditions mentioned in clause no. 15(b) of the contract appointment is legal? The second point that arises for determination is to what relief the Petitioner is entitled to? Both these issues are supplemented to each other and therefore, a common finding is recorded.

7. The Hon'ble High Court of Madras in WMP. No.27151 of 2018 in W.P No.23266 of 2018 dated 17.09.2018 has passed the following order :-

"9. Accordingly, in terms of the undertaking given by the petitioner herein, all the workmen shall report to work before the fifth respondent / management on Monday i.e., on 10.09.2018.

10. It is made clear that if the undertaking given to the court by the petitioner, if not complied with would amount to giving liberty to the management to take appropriate further steps.

11. It is submitted that before accepting the employment, there are certain forms to be filled up by the workmen and those forms have to be submitted to the management. The learned counsel for the petitioner

expressed apprehension that filling up of those forms may turn against the interest of the workmen and therefore it is made clear that the legal requirements with regard to the 9 the forms shall be completed by the workmen, but that act of filling up and signing the forms would be without prejudice to the contentions raised by them in the Writ Petition."

8. In compliance with the above order, all the above workmen were provided employment under the contract agreement executed between the Respondent/Management and Petitioners. The Contract Agreement clause 15(b) runs as under:-

"15. You Services shall be liable to be terminated, if it is noticed that you have involved yourself in the following acts.

(a) ……

b) Giving any statements in the print, electronic or social media, viz. Facebook, WhatsApp, Twitter etc on any matter related to the company or on a matter which may result in tarnishing of the image of the Company.

9. While deciding the W.P. No.28932 & 23266 of 2018 along with WMP Nos.33815 & 33817 of 2018, the Hon'ble High Court of Madras held as under:-

"6. In view of the above observation and findings of this Court and also the ultimate decision contained in paragraph 19, this Court is of the considered view that present Writ Petition can also be disposed of on the basis of the above order, particularly, the direction as contained in paragraph 19 which will hold good in respect of the present petitioners' claim as well."

10. While doing so, the Hon'ble High Court has followed its earlier judgement in W.P.No.17513 and 29796 of 2010 dated 28.03.2018. The relevant portion of the order is extracted as under:-

"19. Considering the submissions made on behalf of the petitioners that their nature of present employment as indicated in the contract of appointment entered into by the 7th respondent with the individual workman as reflected in specimen copy enclosed in additional typed set of papers, dated 19.5.2016, which pertains to one of the workmen, namely, Thiru.S.Venkatesan, on the same terms and conditions and such employment shall be continued in respect of other petitioners who were offered such appointment till they attain the age of superannuation. As rightly contended by the learned counsel for the respondents 2 and 3 that the requirement of man power may change from time to time due to fluctuating market trends as the ground handling activity may increase or decrease depending upon the client-Airlines patronage. Therefore, considering the said submissions, this Court is of the view that as long as man power requirement is there by the second respondent, the services of the petitioners ought to be utilized and the petitioners at no point of time should be replaced by any other casual arrangement by resorting to employ other persons. It is made clear that on the basis of genuine man power requirement, it is always open to the 7th respondent to downsize or rightsize the employment as and when the situation demands

and depending on such contingencies, these petitioners shall be continued in service with the terms and conditions of services as stipulated by the 7th respondent. In any case, the petitioners' employment cannot be brought to end by adopting any unfair mean or unfair labour practice by bringing other casual workers from the open market in order to displace the petitioners herein.

11. Thus, the Hon'ble High Court has made it clear that in any case, the petitioners' employment cannot be brought to end by adopting any unfair mean or unfair labour practice by bringing other casual workers from the open market in order to displace the petitioners herein.

12. The stand of the Respondent/Management is that Petitioners have committed violation of the clause 15(b) of the Contract Agreement. As per direction, the Hon'ble High Court has mentioned that if there was any violation in terms of contract agreement or committed any misconduct, then it was necessary on the part of the Respondent/Management to issue charge sheet by levelling charge and hold an inquiry to prove the charge. Although, the workmen and Respondent/Management had entered into fixed term contract, since the workmen were working for a long period, they are entitled to the protection under the Industrial Disputes Act, 1947. Though the Respondent/Management has contended that the workmen were provided employment only under fixed term contract basis, still they are workmen under the provisions of Industrial Disputes Act, 1947. If the contract comes to an end or expire, then no protection is available to the Petitioners. But, if the employee is removed from service before the contract period ends, then removal may be treated as termination or punitive termination. As per the case of the Respondent/Management, there is an allegation of speaking to print media, then such misconduct requires disciplinary action for which the employer must conduct proper domestic enquiry, including following the principles of natural justice:-

(a) Issuance of charge sheet;

(b) providing opportunity to defend;

(c) pass a reasonable order on completion of inquiry.

But, the Respondent/Management failed to conduct any fair and proper domestic enquiry to prove the charges levelled against the Petitioners. Therefore, the order of termination issued by the Respondent/Management to these Petitioners dated 16.03.2020 is arbitrary and unsustainable in law. Consequently, the Petitioners are entitled to reinstatement into service upto their age of superannuation, in the same scale and benefits provided before the date of removal from service.

13. Now, I have to consider the point of back wages to the Petitioners. Since the removal of Petitioners was without conducting any proper inquiry, the removal of Petitioner from service is illegal in the eye of law. Thus, the Petitioners are entitled to get 50% of back wages from the date of removal from service, till the date of reinstatement into service or till the date of attaining the age of superannuation, whichever is earlier.

AWARD

14. The claim petitions filed by the Petitioners are allowed. The Petitioners are entitled to the following relief:-

(i) The Petitioners are entitled to reinstatement into service upto their age of superannuation, in the same scale and benefits provided before the date of removal from service;

(ii) The Petitioners are entitled to get 50% of back wages from the date of removal from service till the date of reinstatement into service or till the date of attaining the age of superannuation, whichever is earlier. Ordered accordingly.

Record be consigned to the record room.

Date : 19.03.2026 SUSHIL KUMAR-II, Presiding Officer

नई दिल्ली, 19 जून, 2026

का.आ. 1281.— औद्योगिक विवाद अधिनियम (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार **ग्रुप फोर सिक्योर सॉल्यूशन इंडिया प्राइवेट लिमिटेड; मेसर्स ओएमसी लिमिटेड** के प्रबंधतंत्र के संबद्ध नियोजकों और **क्योंझर माइंस एंड फॉरेस्ट वर्कर्स यूनियन** के बीच अनुबंध में निर्दिष्ट **केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, भुबनेश्वर, पंचाट (रिफरेन्स न.- 11/2025)** को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 19.06.2026 को प्राप्त हुआ था।

[सं. जेड -16025/04/2026-आईआर (एम)-48]

सलोनी, उप निदेशक

New Delhi, the 19th June, 2026

S.O. 1281.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award **(Reference No. 11/2025)** of the **Central Government Industrial Tribunal cum Labour Court, Bhubaneswar** as shown in the Annexure, in the Industrial dispute between the employers in relation to **Group four Secure Solution India Pvt. Ltd; M/s OMC Ltd.** and **Keonjhar Mines and Forest Workers Union** which was received along with soft copy of the award by the Central Government on 19.06.2026.

[No. Z-16025/04/2026– IR (M)-48]

SALONI, Dy. Director

ANNEXURE

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, BHUBANESWAR

Present:

Sri Dinesh Kumar Singh,

Presiding Officer, C.G.I.T.-cum-Labour Court,

Bhubaneswar.

INDUSTRIAL DISPUTE CASE NO. 11/2025

Date of Passing Order – 2nd February, 2026

Between :-

1. Group four Secure Solution India pvt Ltd, Plot No. 408, Ist Floor, Ward No. 18, Sundra Basti, Near PS Transport Ofiice, Barbil, Keonjhar-758035 .
2. M/s. OMC Ltd. Barbil, Atpo. Barbil, Keonjhar-758035.
3. M/s. OMC Ltd. Gandhamardhan, Atpo, Suakati, Keonjhar-758018.

… 1st Party-Managements.

AND

Keonjhar Mines and Forest Workers Union,

Shramik Bhawan, Barbil, Kendujhar, Odisha-758035.

… 2nd Party-Union.

Appearances:

None. … For the 1st Party-Managements.

None. … For the 2nd Party-Union.

ORDER

In the present case, a reference was received from the Dy. CLC(C), Bhubaneswar vide order No. 5(16)/2024-BBL/SP dated 09.01.025 under clause (d) of sub-section (1) and sub-section (2A) of Section 10 of the Industrial Disputes Act, 1947 for adjudication of a dispute, under the following schedule: -

"1. Whether the workers are entitled to get triple wages if they are working on festival holidays as per Industrial Employment (Standing Order) Act, 1946?

2. Is there any contract between the management and union to pay triple wages to workers if they are working on festival holidays? "

2. In the reference order, the Dy. CLC(C), Bhubaneswar commanded the parties raising the dispute to file statement of claim, complete with relevant documents, list of reliance and witnesses with this Tribunal within 15 days of receipt of the reference order and to forward a copy of such statement of claim to each of the Managements involved in the dispute.

3. Despite directions so given, no statement of claim is received from the 2nd party-Union.

4. On receipt of the above reference, notice was sent to the 2nd Party-Union on dated 25.09.2025for appearance and for filing of statement of claim. Neither the postal article sent to the 2nd Party-Union, referred to above, was received back nor was it observed by the Tribunal that postal services remained unserved in the period, referred to above. Therefore, every presumption lies in favour of the fact that the above notices were served upon the 2nd Party-Union. Despite service of the notice, the 2nd Party-Union opted to abstain away from the proceedings. No claim statement was filed on its behalf. Thus, it is clear that the 2nd Party-Union is not interested in adjudication of the reference on merits.

5. Since the 2nd Party-Union has neither filed statement of claim nor has led any evidence so as to prove its case against the Management, it is presumed that there is no claim of workman against the Management.

6. In view of such, no claim Order is passed by this Tribunal.

7. Let this order be sent to the appropriate Government, as required under Section 17 of the Industrial Disputes Act, 1947, for publication.

Dictated & Corrected by me.

DINESH KUMAR SINGH, Presiding Officer

नई दिल्ली, 19 जून, 2026

का.आ. 1282.—औद्योगिक विवाद अधिनियम (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार **मैसूर मिनरल्स लिमिटेड** के प्रबंधतंत्र के संबद्ध नियोजकों और **श्री डी. कृष्णप्पा** के बीच अनुबंध में निर्दिष्ट **केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, बैंगलोर, पंचाट (रिफरेन्स न.- 59/2008)** को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 19.06.2026 को प्राप्त हुआ था ।

[सं. एल-29012 / 66 / 2008-आईआर(एम)]

सलोनी, उप निदेशक

New Delhi, the 19th June, 2026

S.O. 1282.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award **(Reference No. 59/2008)** of the **Central Government Industrial Tribunal cum Labour Court, Bangalore** as shown in the Annexure, in the Industrial dispute between the employers in relation to **Mysore Minerals Limited** and **Sri D. Krishnappa** which was received along with soft copy of the award by the Central Government on 19.06.2026.

[No. L-29012/66/2008–IR(M)]

SALONI, Dy. Director

ANNEXURE

BEFORE THE

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, BANGALORE

"Shram Sadan",

G G Palya, Tumkur Road,

Yeswanthpur, Bangalore – 560 022.

DATED : 4th FEBRUARY 2026

PRESENT : **Smt. K P INDIRA B.A., LLB.**

Presiding Officer

C R No. 59/2008

I Party	**II Party**
Sri D Krishnappa, S/o late Sri Dasappa, MML Worker, Virupakshapura Village, Belaguli Post, Nuggehalli Hobli, Channarayatna Taluk, HASSAN DISTRICT 573131.	The Managing Director, Mysore Minerals Limited, No. 39, M G Road, BANGALORE – 560 001.

Appearances

I Party : **Shri K T Govinde Gowda**
Advocate

II Party : **Smt. Monica Patil**
Advocate

1. The Government of India, Ministry of Labour vide Order No. L-29012/66/2008-IR(M) dated 04.08.2008 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 removal from service of Shri D Krishnappa by the management of M/s. Mysore Minerals Limited w.e.f. 26.05.1998 is justified? If not, to what relief the workman is entitled to?"

2. In response to the notices issued from this Tribunal, both parties entered appearance through their respective counsel and filed their pleadings, Evidence was adduced on both sides and arguments were heard and Award was passed on 09.01.2015. Aggrieved by the said award the management has filed WP No. 26335/2015(L-RES) wherein the Award passed by this Tribunal stood set aside and the matter is remanded back to this tribunal for fresh adjudication and disposal.

3. After remand both parties were issued with notices and both entered their appearance through their respective counsel. In due course the matter has been taken up for amicable negotiation between the parties and both the parties appeared on 01.08.2025. In pursuance of considerable discussion and negotiations held the matter stood settled. Settlement is recorded in the presence of the committee formed in the Special Campaign with the participation of both parties and their respective counsel. Accordingly, a Joint Memo signed and filed by the respective parties, counter signed by their respective counsel and the members of the committee formed in the Special Campaign showing the terms and stipulations of settlement is duly recorded.

4. Hence, the reference is answered in terms of the Joint Memo filed by both the parties as under:

AWARD

The matter stood settled between the parties and the II Party issued cheque for Rs.3,91,272.00 on 04.02.2026 to the I Party which the latter voluntarily accepted as full and final settlement of the claim for backwages in terms of the settlement effected and recorded by this Tribunal. Transmit.

(Dictated to Secretary to Court, transcribed by him, corrected and signed by me on 04.02.2026)

K P INDIRA, Presiding Officer

नई दिल्ली, 19 जून, 2026

का.आ. 1283.—औद्योगिक विवाद अधिनियम (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार **मैसूर मिनरल्स लिमिटेड** के प्रबंधतंत्र के संबद्ध नियोजकों और **श्री एल सोमन्ना** के बीच अनुबंध में निर्दिष्ट **केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, बैंगलोर, पंचाट (रिफरेन्स न.- 62/2008)** को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 19.06.2026 को प्राप्त हुआ था ।

[सं. एल -29012 / 69 / 2008-आईआर(एम)]

सलोनी, उप निदेशक

New Delhi, the 19th June, 2026

S.O. 1283.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award **(Reference No. 62/2008)** of the **Central Government Industrial Tribunal cum Labour Court, Bangalore** as shown in the Annexure, in the Industrial dispute between the employers in relation to **Mysore Minerals Limited** and **Sri L Somanna** which was received along with soft copy of the award by the Central Government on 19.06.2026.

[No. L-29012/69/2008– IR(M)]

SALONI, Dy. Director

ANNEXURE

BEFORE THE

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, BANGALORE

"Shram Sadan",
G G Palya, Tumkur Road,
Yeswanthpur, Bangalore – 560 022.

DATED : 4th FEBRUARY 2026

PRESENT : **Smt. K P INDIRA B.A., LLB.**

Presiding Officer

C R No. 62/2008

I Party	**II Party**
Sri L Somanna, S/o late Shri latchma Naik, Residing at Yogimalali Village, Domalpura Post, Thirthahalli Taluk, SHIMOGA DISTT – 577 422	The Managing Director, Mysore Minerals Limited, No. 39, M G Road, BANGALORE – 560 001.

Appearances

I Party : **Shri K T Govinde Gowda**
Advocate

II Party : **Smt. Monica Patil**
Advocate

The Government of India, Ministry of Labour vide Order No. L-29012/69/2008-IR(M) dated 04.08.2008 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 removal from service of Shri L Somanna by the management of M/s. Mysore Minerals Limited w.e.f. 17/7/1998 is justified? If not, to what relief the workman is entitled to?"

2. In response to the notices issued from this Tribunal, both parties entered appearance through their respective counsel and filed their pleadings, Evidence was adduced on both sides and arguments were heard and Award was passed on 09.01.2015. Aggrieved by the said award the management has filed WP No. 26335/2015(L-RES) wherein the Award passed by this Tribunal stood set aside and the matter is remanded back to this tribunal for fresh adjudication and disposal.

3. After remand both parties were issued with notices and both entered their appearance through their respective counsel. In due course the matter has been taken up for amicable negotiation between the parties and both the parties appeared on 01.08.2025. In pursuance of considerable discussion and negotiations held the matter stood settled. Settlement is recorded in the presence of the committee formed in the Special Campaign with the participation of both parties and their respective counsel. Accordingly, a Joint Memo signed and filed by the respective parties, counter signed by their respective counsel and the members of the committee formed in the Special Campaign showing the terms and stipulations of settlement is duly recorded.

4. Hence, the reference is answered in terms of the Joint Memo filed by both the parties as under:

AWARD

The matter stood settled between the parties and the II Party issued cheque for Rs.4,15,508.00 on 04.02.2026 to the I Party which the latter voluntarily accepted as full and final settlement of the claim for backwages in terms of the settlement effected and recorded by this Tribunal. Transmit.

(Dictated to Secretary to Court, transcribed by him, corrected and signed by me on 04.02.2026)

K P INDIRA, Presiding Officer

नई दिल्ली, 19 जून, 2026

का.आ. 1284.—औद्योगिक विवाद अधिनियम (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार **मैसूर मिनरल्स लिमिटेड** के प्रबंधतंत्र के संबद्ध नियोजकों और **श्री माधव** के बीच अनुबंध में निर्दिष्ट **केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, बैंगलोर, पंचाट (रिफरेन्स न.- 64/2008)** को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 19.06.2026 को प्राप्त हुआ था ।

[सं. एल-29012 / 71 / 2008-आईआर(एम)]

सलोनी, उप निदेशक

New Delhi, the 19th June, 2026

S.O. 1284.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award **(Reference No. 64/2008)** of the **Central Government Industrial Tribunal cum Labour Court, Bangalore** as shown in the Annexure, in the Industrial dispute between the employers in relation to **Mysore Minerals Limited** and **Sri Madhava** which was received along with soft copy of the award by the Central Government on 19.06.2026.

[No. L-29012/71/2008–IR(M)]

SALONI, Dy. Director

ANNEXURE

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, BANGALORE

"Shram Sadan",
G G Palya, Tumkur Road,
Yeswanthpur, Bangalore – 560 022.

DATED : 4th FEBRUARY 2026

PRESENT : **Smt. K P INDIRA B.A., LLB.**

Presiding Officer

C R No. 64/2008

I Party	**II Party**
Sri Madhava,	The Managing Director,
W/o late Shri Naryan Shetty, MML Workers, J D Gani Village, Devangi Post, Thirthahalli Taluk, Shimoga District.	Mysore Minerals Limited,
	No. 39, M G Road,
	BANGALORE – 560 001.

Since deceased represented by LR's

(a) Smt. Narasamma,

W/o Late Madhava @ Madhavashetty

Aged about 69 years

(b) Sri Dinesh J M,

S/o Late Madhava @ MadhavaShetty,

Aged about 47 years

(c) Sri Ganesh M,

S/o Late Madhava @ MadhavaShetty,

Aged about 45 years

All are residing at J D Gani Village, Devangi Post, Thirthahalli Taluk, Shimoga District.

Appearances

I Party : **Shri K T Govinde Gowda**
Advocate

II Party : **Smt. Monica Patil**
Advocate

1. The Government of India, Ministry of Labour vide Order No. L-29012/71/2008-IR(M) dated 04.08.2008 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 removal from services of Sri Madhava by the management of M/s Mysore Minerals Limited w.e.f. 17/7/1998 is justified? If not, to what relief the workman is entitled to?"

2. In response to the notices issued from this Tribunal, both parties entered appearance through their respective counsel and filed their pleadings, Evidence was adduced on both sides and arguments were heard and Award was passed on 09.01.2015. Aggrieved by the said award the management has filed WP No. 26335/2015(L-RES) wherein the Award passed by this Tribunal stood set aside and the matter is remanded back to this tribunal for fresh adjudication and disposal.

3. After remand both parties were issued with notices and both entered their appearance through their respective counsel. In due course the matter has been taken up for amicable negotiation between the parties and both the parties appeared on 01.08.2025. In pursuance of considerable discussion and negotiations held the matter stood settled. Settlement is recorded in the presence of the committee formed in the Special Campaign with the participation of both parties and their respective counsel. Accordingly, a Joint Memo signed and filed by the respective parties, counter signed by their respective counsel and the members of the committee formed in the Special Campaign showing the terms and stipulations of settlement is duly recorded.

4. Hence, the reference is answered in terms of the Joint Memo filed by both the parties as under:

AWARD

The matter stood settled between the parties and the II Party paid a sum Rs. 1,97,985.00 on 04.02.2026 to the I Party which the latter voluntarily accepted as full and final settlement of the claim for backwages in terms of the settlement effected and recorded by this Tribunal. Transmit.

(Dictated to Secretary to Court, transcribed by him, corrected and signed by me on 04.02.2026)

K P INDIRA, Presiding Officer

नई दिल्ली, 18 जून, 2026

का.आ. 1285.—औद्योगिक विवाद अधिनियम 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार भारतीय स्टेट बैंक के प्रबंधतत्र, संबद्ध नियोजको और उनके कर्मकारो के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय **कानपुर** के पंचाट (26/2015) प्रकाशित करती है।

[सं. एल-12012/43/2015-आईआर (बी-I)]

सलोनी, उप निदेशक

New Delhi, the 18th June, 2026

S.O. 1285.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. 26/2015*)* of the *Cent. Govt. Indus. Tribunal-cum-Labour Court Kanpur* as shown in the Annexure, in the industrial dispute between the management of State Bank of India and their workmen.

[No. L-12012/43/2015– IR(B-I)]

SALONI, Dy. Director

ANNEXURE

THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, KANPUR

ID Case No. 26 of 2015

Present Shri Rajendra Prasad Srivastava, H.J.S (Retd.)

Between:-

Shri Pitamber Singh,

S/o Shri Sunhari Singh,

C/o Shri O.P Mathur, 117/K-36,

Sarvodaya Nagar,

Kanpur(U.P.)-208025

……Workman

AND

The Dy. General Manager,

State Bank of India,

Zonal Office, Mall Road,

Kanpur(U.P)-208001

……Management

AWARD

27.02.2026

Central Government, MOL, vide notification no. L-12012/43/2015-IR(B-I) dated 20/04/2015 has referred the Industrial Dispute to this Tribunal for adjudication.This award arises in response to the reference made by Government of India, Ministry of Labour department in exercise of the powers conferred by clause (d) of sub-section (1) and sub section (2A) of Section 10 of the Industrial Disputes Act, 1947(14 of 1947) the Central Government hereby refers the said dispute for adjudication to the Cent.Govt.Indus.Tribunal-cum-Labour Court, Kanpur. The Reference is stated as follows:-

"Whether the action of the management of State Bank of India in terminating the service of Shri Pitambar Singh S/o Sunhari Singh workman with effect from 25.11.1981 and not considering his name for reemployment while reemploying others including the recruitment of fresh hands is just fair & legal? If not, to what relief the workman concerned is entitled to? "

The averments of claimant workman may be summarized as follows:-

The applicant was employed under the Zonal Manager, State Bank of India Kanpur in subordinate cadre as messenger in Manin Branch, Kanpur. The service of the applicant was terminated w.e.f 25.11.1981. The action of the employer in terminating the service of the applicant is illegal and is unfair labour practice because the applicant was working on the permanent post, but after termination of the applicant new hands had been employed. The employer has done this type of unfair labour practice and illegal work and exploitation i.e. engaging one workman and terminating his service after few days and then again engaging another person and again terminating his services is being done with hundreds of persons. The applicant along with number of such other victimised persons started agitation by staging Dharna, demonstrations etc. against the illegal unfair and unjust action of the State Bank of India. Thereafter State Bank of India decided to hold tests/interview so that regular and permanent appointment may be given to workmen who have already worked in the bank. The employee was a retrenched employee hence bank action of holding test/interview was illegal. Claimant workman applied for interview in 1991 and passed it which was invited by the Bank through advertisement. Applicant passed interview but bank for ill motive and malafide reasons did not give permanent appointment to the applicant. Instead bank has appointed more than 200 persons who are junior in the list than the applicant. It is stated by applicant that his termination was retrenchment as defined in the Industrial Disputes Act 1947. The applicant was not paid notice pay and retrenchment compensation. In his prayer the applicant prayed for relief by reinstating him in service with continuity of service. He should be given full back wages and other attending benefits and any other suitable relief which Hon'ble Tribunal may deem fit under the circumstances of the case.

The averments of the O.P management may summarized as follows:-

O.P in his reply filed preliminary objection along with facts. The alleged disengagement being of 1981 and 33 years have been passed since then the industrial dispute can not be said to have survived and a stale alleged dispute can not be allowed be raised now. It is stated that to create illegal pressure upon the Bank's management, Deputy General Manager, Kanpur have knowingly been made party by the claimant in the present dispute whereas claimant never worked for a day in said office. It is made clear that relationship of employer and employee does not exist between the rival parties. In the light of above given facts claim is legally not maintainable and is deserved to be rejected forthwith by the hon'ble court. It is stated that the applicant was not engaged in the bank against any post due to which applicant failed to file any appointment letter along with claim statement. It is objected that interview letter was not placed along with claim statement by the claimant before learned conciliation officer to prove his case & plea brought by the claimant is only after thought. Furthermore it is further added that panels of temporary employees and daily wagers were kept alive upto March 1997 after that claim to provide employment is not tenable as per law settled by Apex Court as well as various High Court. An Industrial Dispute was raised by the applicant before the Assistant Labour Commissioner (Central), Kanpur. It is specific to submit that after receiving notice from the above said authority an application was moved on behalf of the bank before the prescribed authority under the act for issuing direction to the claimant to furnish relevant records but claimant did not produce deliberately desired documents during the course of conciliation proceedings. In reply to assertions of para 13 and 14 of the claim it is submitted here that claimant was never appointed in bank hence question of his alleged retrenchment does not arise. It is submitted that even if the self-serving

allegation of the claimant is accepted that he has worked and subsequently during the process of giving chance of absorption, he was invited for interview, the said process of holding interview conducted in terms of settlements constitutes compliance of section 25 H of the I.D. Act as has been held the hon'ble Supreme Court in Regional Manager, S.B.I Vs Rakesh Kumar Tiwari AIR 2006 S.C. 839. Also even if the self-serving statement of the claimant is further accepted that his name was included in the panel of candidates can not have a valid claim to any post upon the lapse of the wait list panel. Thus even the cooked up allegations of the claimant can not stand on its feet and the claimant cannot have any claim to post after lapse of panel. It is re-submitted that present case is out of ambit of continuous service as defined in section 25 B of the act therefore provisions of section 25 F as well as 25 H do not attract in the instant matter and applicant is not entitled to get claimed relief from the hon'ble tribunal. It is prayed by O.P management that applicant is not entitled to get relief claimed from Hon'ble court. In the light of afore-mentioned true facts claim has no force of law and on the face of given reply case may turned down by the hon'ble Tribunal.

After perusal of file no rejoinder is placed on record. Applicant said in our claim statement that he was employed under zonal manager SBI, Kanpur as messenger in main branch Kanpur. The service of applicant is terminated w.e.f 25.11.1981. The applicant was working on permanent post. The applicant was retrenched employee and he was to be given appointment in the bank not on basis of test/interview but directly by the bank. After advertisement of the post he also applied and appeared in interview and passed but bank for ill motive and malafide reason did not give permanent appointment to applicant.

Against claim statement in written statement O.P management stated that applicant was never appointed in bank hence his alleged retrenchment does not arise. Claimant was never appointed in bank. It is also submitted that self-serving allegation of claimant is accepted that he has work and that subsequently during the process of giving chance of absorption in the service.

During the proceeding of the case the applicant died and by order dated 04.05.2022 his son amarjeet singh is substituted and further case was fixed for evidence of parties. O.P has filed these documents :-

1. Photocopy of notice along with application dated 31.07. 2014 moved by applicant with documents.
2. Photocopy of Bank's application dated 10.09.2014
3. Photocopy of settlement dated 17.11.1987
4. Photocopy of settlement dated 27.10.1988
5. Photocopy of settlement dated 9.01.1991
6. Photocopy of settlement dated 9.06.1995

No any document or oral evidence is given by applicant to prove his claim statement.

The applicant said as mentioned above that applicant was working on permanent post. From when he appointed as messenger no date was mentioned in para 1 of claim statement. Only said that he was terminated on 25.11.1981. In para 2 applicant said that he was working on permanent post. But no document was filed by applicant. A document is filed by O.P upon that applicant signed and mentioned that 89 days against that no document is filed by applicant.

Hence there is no evidence that applicant is employee of said bank as stated in our claim statement.

Hence in the given circumstances the reference stands disposed of as of 'NIL' award.

Answered Accordingly.

Parties are left to bear their respective costs.

Date: 27.02.2026 RAJENDRA PRASAD SRIVASTAVA, H.J.S (RETD.), Presiding Officer

नई दिल्ली, 19 जून, 2026

का.आ. 1286.—औद्योगिक विवाद अधिनियम (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार **मैसूर मिनरल्स लिमिटेड** के प्रबंधतंत्र के संबद्ध नियोजकों और **श्री वेंकटरमणा** के बीच अनुबंध में निर्दिष्ट **केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, बैंगलोर, पंचाट (रिफरेन्स न.- 65/2008)** को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 19.06.2026 को प्राप्त हुआ था ।

[सं. एल-29012 / 72 / 2008-आईआर(एम)]

सलोनी, उप निदेशक

New Delhi, the 19th June, 2026

S.O. 1286.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award **(Reference No. 65/2008)** of the **Central Government Industrial Tribunal cum Labour Court, Bangalore** as shown in the Annexure, in the Industrial dispute between the employers in relation to **Mysore Minerals Limited** and **Sri Venkataramana** which was received along with soft copy of the award by the Central Government on 19.06.2026.

[No. L-29012/72/2008– IR(M)]

SALONI, Dy. Director

ANNEXURE

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, BANGALORE

"Shram Sadan",
G G Palya, Tumkur Road,
Yeswanthpur, Bangalore – 560 022.

DATED : 9th FEBRUARY 2026

PRESENT : **Smt. K P INDIRA B.A., LLB.**

Presiding Officer

C R No. 65/2008

I Party	**II Party**
Sri Venkataramana, S/o Late Sh. Anappa Gowda, MML Worker, R @ JD Gani village, Devangi Post, THIRTHAHALLI TALUK.	The Managing Director, Mysore Minerals Limited, No. 39, M G Road, BANGALORE – 560 001.

Since deceased represented by LR's

(a) Smt. Yashodamma,
W/o Late Sri Venkataramana,
Aged about 73 years.

(b) Sri Raghavendra J V,
S/o Late Sri Venkataramana,
Aged about 46 years

(c) Smt. Vani,
D/o Late Sri Venkataramana,
Aged about 53 years,

(d) Smt. Nagarathna,
D/o late Sri Venkataramana,
Aged about 50 years

All are residing @ JD Gani
village, Devangi Post,
THIRTHAHALLI TALUK.

Appearances

I Party : **Shri K T Govinde Gowda**
Advocate

II Party : **Smt. Monica Patil**
Advocate

1. The Government of India, Ministry of Labour vide Order No. L-29012/72/2008-IR(M) dated 04.08.2008 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 removal from service of Smt. Venkataramana by the management of M/s Mysore Minerals Limited w.e.f. 17/7/1998 is justified? If not, to what relief the workman is entitled to?"

2. In response to the notices issued from this Tribunal, both parties entered appearance through their respective counsel and filed their pleadings, Evidence was adduced on both sides and arguments were heard and Award was passed on 09.01.2015. Aggrieved by the said award the management has filed WP No. 26335/2015(L-RES) wherein the Award passed by this Tribunal stood set aside and the matter is remanded back to this tribunal for fresh adjudication and disposal.

3. After remand both parties were issued with notices and both entered their appearance through their respective counsel. In due course the matter has been taken up for amicable negotiation between the parties and both the parties appeared on 01.08.2025. In pursuance of considerable discussion and negotiations held the matter stood settled. Settlement is recorded in the presence of the committee formed in the Special Campaign with the participation of both parties and their respective counsel. Accordingly, a Joint Memo signed and filed by the respective parties, counter signed by their respective counsel and the members of the committee formed in the Special Campaign showing the terms and stipulations of settlement is duly recorded.

4. Hence, the reference is answered in terms of the Joint Memo filed by both the parties as under:

AWARD

The matter stood settled between the parties and the II Party paid a sum Rs. 14,764.00 on 04.02.2026 to the I Party which the latter voluntarily accepted as full and final settlement of the claim for backwages in terms of the settlement effected and recorded by this Tribunal. Transmit.

(Dictated to Secretary to Court, transcribed by him, corrected and signed by me on 09.02.2026)

K P INDIRA, Presiding Officer

नई दिल्ली, 19 जून, 2026

का.आ. 1287.—औद्योगिक विवाद अधिनियम (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार **मैसूर मिनरल्स लिमिटेड** के प्रबंधतंत्र के संबद्ध नियोजकों और **श्री बी नारायण** के बीच अनुबंध में निर्दिष्ट **केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, बैंगलोर, पंचाट (रिफरेन्स न.- 66/2008)** को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 19.06.2026 को प्राप्त हुआ था ।

[सं. एल-29012 / 73 / 2008-आईआर (एम)]

सलोनी, उप निदेशक

New Delhi, the 19th June, 2026

S.O. 1287.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award **(Reference No. 66/2008)** of the **Central Government Industrial Tribunal cum Labour Court, Bangalore** as shown in the Annexure, in the Industrial dispute between the employers in relation to **Mysore Minerals Limited** and **Sri B Narayana** which was received along with soft copy of the award by the Central Government on 19.06.2026.

[No. L-29012/73/2008– IR(M)]

SALONI, Dy. Director

ANNEXURE

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, BANGALORE

"Shram Sadan",
G G Palya, Tumkur Road,
Yeswanthpur, Bangalore – 560 022.

DATED : 4th FEBRUARY 2026

PRESENT : **Smt. K P INDIRA B.A., LLB.**
Presiding Officer

C R No. 66/2008

I Party	**II Party**
Sri B Narayana, S/o Late Batchappa, MML Worker, Yogimalali Village, Domlapura Post, Thirthahalli Taluk, Shimoga District.	The Managing Director, Mysore Minerals Limited, No. 39, M G Road, BANGALORE – 560 001.

Since deceased represented by LR's

(a) Smt. Bhagirathi,
W/o late B Narayana
Aged about 68 years

(b) Sri Ramesh,
S/o Late B Narayana,
Aged about 46 years

(c) Smt. Suma,
S/o Late B Narayana,
Aged about 43 years

(d) Sri Sumithra,
S/o Late B Narayana,
Aged about 40 years

All residing at Yogimalali Village,
Domlapura Post, Thirthahalli
Taluk, Shimoga District.

Appearances

I Party : **Shri K T Govinde Gowda**
Advocate

II Party : **Smt. Monica Patil**
Advocate

1. The Government of India, Ministry of Labour vide Order No. L-29012/73/2008-IR(M) dated 04.08.2008 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 removal from service of Sri B Narayana by the management of M/s Mysore Minerals Limited w.e.f. 17/7/1998 is justified? If not, to what relief the workman is entitled to?"

2. In response to the notices issued from this Tribunal, both parties entered appearance through their respective counsel and filed their pleadings, Evidence was adduced on both sides and arguments were heard and Award was passed on 09.01.2015. Aggrieved by the said award the management has filed WP No. 26335/2015(L-RES) wherein the Award passed by this Tribunal stood set aside and the matter is remanded back to this tribunal for fresh adjudication and disposal.

3. After remand both parties were issued with notices and both entered their appearance through their respective counsel. In due course the matter has been taken up for amicable negotiation between the parties and both the parties appeared on 01.08.2025. In pursuance of considerable discussion and negotiations held the matter stood settled. Settlement is recorded in the presence of the committee formed in the Special Campaign with the participation of both parties and their respective counsel. Accordingly, a Joint Memo signed and filed by the respective parties, counter signed by their respective counsel and the members of the committee formed in the Special Campaign showing the terms and stipulations of settlement is duly recorded.

4. Hence, the reference is answered in terms of the Joint Memo filed by both the parties as under:

AWARD

The matter stood settled between the parties and the II Party paid a sum Rs. 1,40,326.00 on 04.02.2026 to the I Party which the latter voluntarily accepted as full and final settlement of the claim for backwages in terms of the settlement effected and recorded by this Tribunal. Transmit.

(Dictated to Secretary to Court, transcribed by him, corrected and signed by me on 04.02.2026)

K P INDIRA, Presiding Officer

नई दिल्ली, 19 जून, 2026

का.आ. 1288.—औद्योगिक विवाद अधिनियम (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार **मैसूर मिनरल्स लिमिटेड** के प्रबंधतंत्र के संबद्ध नियोजकों और **श्री सी बाचा** के बीच अनुबंध में निर्दिष्ट **केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, बैंगलोर, पंचाट (रिफरेन्स न.- 68/2008)** को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 19.06.2026 को प्राप्त हुआ था ।

[सं. एल-29012 / 78 / 2008-आईआर (एम)]

सलोनी, उप निदेशक

New Delhi, the 19th June, 2026

S.O. 1288.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award **(Reference No. 68/2008)** of the **Central Government Industrial Tribunal cum Labour Court, Bangalore** as shown in the Annexure, in the Industrial dispute between the employers in relation to **Mysore Minerals Limited** and **Sri C Batcha** which was received along with soft copy of the award by the Central Government on 19.06.2026.

[No. L-29012/78/2008– IR(M)]

SALONI, Dy. Director

ANNEXURE

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, BANGALORE

"Shram Sadan",
G G Palya, Tumkur Road,
Yeswanthpur, Bangalore – 560 022.

DATED : 4th FEBRUARY 2026

PRESENT : **Smt. K P INDIRA B.A., LLB.**
Presiding Officer

C R No. 68/2008

I Party

Sri C Batcha,

S/o late C Rama, MML Workers, J D Gani Village, Devangi Post, Thirthahalli Taluk, Shimoga District.

II Party

The Managing Director,
Mysore Minerals Limited,
No. 39, M G Road,
BANGALORE – 560 001.

Since deceased represented by LR's

(a) Smt. Gulabi,
W/o Late C Batcha,
Aged about 72 years

(b) Smt. Prema,
D/o late C Batcha,
W/o Ramesh H S
Aged about 54 years

(c) Smt. Padma K,
D/o late C Batcha,
W/o N Krishna,
Aged about 52 years

(d) Smt. Jayanthi B,
D/o late C Batcha,
W/o Rachard Miranda
Aged about 48 years

(e) Smt. Hemavathi S,
D/o late C Batcha,
W/o Sadananda
Aged about 46 years

All are residing at J D Gani
Village, Devangi Post,
Thirthahalli Taluk, Shimoga
District

Appearances

I Party : **Shri K T Govinde Gowda**
Advocate

II Party : **Smt. Monica Patil**
Advocate

1. The Government of India, Ministry of Labour vide Order No. L-29012/78/2008-IR(M) dated 04.08.2008 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 removal from service of Sh. C Batcha by the management of M/s Mysore Minerals Limited w.e.f. 17/7/1998 is justified? If not, to what relief the workman is entitled to?"

2. In response to the notices issued from this Tribunal, both parties entered appearance through their respective counsel and filed their pleadings, Evidence was adduced on both sides and arguments were heard and Award was passed on 09.01.2015. Aggrieved by the said award the management has filed WP No. 26335/2015(L-RES) wherein the Award passed by this Tribunal stood set aside and the matter is remanded back to this tribunal for fresh adjudication and disposal.

3. After remand both parties were issued with notices and both entered their appearance through their respective counsel. In due course the matter has been taken up for amicable negotiation between the parties and both the parties appeared on 01.08.2025. In pursuance of considerable discussion and negotiations held the matter stood settled. Settlement is recorded in the presence of the committee formed in the Special Campaign with the participation of both parties and their respective counsel. Accordingly, a Joint Memo signed and filed by the respective parties, counter signed by their respective counsel and the members of the committee formed in the Special Campaign showing the terms and stipulations of settlement is duly recorded.

4. Hence, the reference is answered in terms of the Joint Memo filed by both the parties as under:

AWARD

The matter stood settled between the parties and the II Party paid a sum Rs. 69,861.00 on 04.02.2026 to the I Party which the latter voluntarily accepted as full and final settlement of the claim for backwages in terms of the settlement effected and recorded by this Tribunal. Transmit.

(Dictated to Secretary to Court, transcribed by him, corrected and signed by me on 04.02.2026)

K P INDIRA, Presiding Officer

नई दिल्ली, 19 जून, 2026

का.आ. 1289.—औद्योगिक विवाद अधिनियम (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार **मैसूर मिनरल्स लिमिटेड** के प्रबंधतंत्र के संबद्ध नियोजकों और **श्री बसवैया** के बीच अनुबंध में निर्दिष्ट **केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, बैंगलोर, पंचाट (रिफरेन्स न.- 75/2008)** को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 19.06.2026 को प्राप्त हुआ था ।

[सं. एल-29012 / 85 / 2008-आईआर(एम)]

सलोनी, उप निदेशक

New Delhi, the 19th June, 2026

S.O. 1289.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award **(Reference No. 75/2008)** of the **Central Government Industrial Tribunal cum Labour Court, Bangalore** as shown in the Annexure, in the Industrial dispute between the employers in relation to **Mysore Minerals Limited** and **Sri Basavaiah** which was received along with soft copy of the award by the Central Government on 19.06.2026.

[No. L-29012/85/2008– IR(M)]

SALONI, Dy. Director

ANNEXURE

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, BANGALORE

"Shram Sadan",
G G Palya, Tumkur Road,
Yeswanthpur, Bangalore – 560 022.

DATED : 9th FEBRUARY 2026
PRESENT : **Smt. K P INDIRA B.A., LLB.**
Presiding Officer

C R No. 75/2008

I Party	**II Party**
Sri Basavaiah,	The Managing Director,
S/o Late Sri Rangaiah,	Mysore Minerals Limited,
MML Worker,	No. 39, M G Road,
Beechagondanahalli Village, Bagur Hobli, Channarayapatna Taluk, HASSAN DISTRICT.	BANGALORE – 560 001.

Since deceased represented by LR's

(a) Smt. Jayamma,
W/o Late Sri Basavaiah,
Aged about 76 years.

(b) Sri Guruvaiah,
S/o Late Sri Basavaiah,
Aged about 53 years

(c) Sri Nagaraju,
S/o Late Sri Basavaiah,
Aged about 54 years,

(d) Smt. Renuka,
D/o late Sri Basavaiah,
W/o Ravikumar,
Aged about 44 years
No. 155, Bidare Village, Kembalu,
Channrayanapatna Taluk,
HASSAN DISTRICT 573111.

(e) Smt. Prema,
D/o late Sri Basavaiah,
W/o Anjani,
Aged about 46 years
Kondenalu Village, Gandsi Hobli,
Arsikere taluk,
HASSAN DISTRICT – 573 164.

Appearances

I Party : **Shri K T Govinde Gowda**
Advocate

II Party : **Smt. Monica Patil**
Advocate

1. The Government of India, Ministry of Labour vide Order No. L-29012/85/2008-IR(M) dated 03.11.2008 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 termination of Sri Basavaiah by the management of M/s Mysore Minerals Limited w.e.f. 29/6/1998 is justified? To what relief the workman is entitled?"

2. In response to the notices issued from this Tribunal, both parties entered appearance through their respective counsel and filed their pleadings, Evidence was adduced on both sides and arguments were heard and Award was passed on 09.01.2015. Aggrieved by the said award the management has filed WP No. 26335/2015(L-RES) wherein the Award passed by this Tribunal stood set aside and the matter is remanded back to this tribunal for fresh adjudication and disposal.

3. After remand both parties were issued with notices and both entered their appearance through their respective counsel. In due course the matter has been taken up for amicable negotiation between the parties and both the parties appeared on 01.08.2025. In pursuance of considerable discussion and negotiations held the matter stood settled. Settlement is recorded in the presence of the committee formed in the Special Campaign with the participation of both parties and their respective counsel. Accordingly, a Joint Memo signed and filed by the respective parties, counter signed by their respective counsel and the members of the committee formed in the Special Campaign showing the terms and stipulations of settlement is duly recorded.

4. Hence, the reference is answered in terms of the Joint Memo filed by both the parties as under:

AWARD

The matter stood settled between the parties and the II Party paid a sum Rs. 4,92,044.00 on 04.02.2026 to the I Party which the latter voluntarily accepted as full and final settlement of the claim for backwages in terms of the settlement effected and recorded by this Tribunal. Transmit.

(Dictated to Secretary to Court, transcribed by him, corrected and signed by me on 09.02.2026)

K P INDIRA, Presiding Officer

नई दिल्ली, 19 जून, 2026

का.आ. 1290.— औद्योगिक विवाद अधिनियम (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार **मैसूर मिनरल्स लिमिटेड** के प्रबंधतंत्र के संबद्ध नियोजकों और **श्री के गफ्फार** के बीच अनुबंध में निर्दिष्ट **केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, बैंगलोर, पंचाट (रिफरेन्स न.- 10/2009)** को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 19.06.2026 को प्राप्त हुआ था।

[सं. एल-29012/97/2008-आईआर (एम)]

सलोनी, उप निदेशक

New Delhi, the 19th June, 2026

S.O. 1290.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award **(Reference No. 10/2009)** of the **Central Government Industrial Tribunal cum Labour Court, Bangalore** as shown in the Annexure, in the Industrial dispute between the employers in relation to **Mysore Minerals Limited** and **Sri K Gaffar** which was received along with soft copy of the award by the Central Government on 19.06.2026.

[No. L-29012/97/2008– IR(M)]
SALONI, Dy. Director

ANNEXURE

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, BANGALORE

"Shram Sadan",
G G Palya, Tumkur Road,
Yeswanthpur, Bangalore – 560 022.

DATED : 4th FEBRUARY 2026

PRESENT : **Smt. K P INDIRA B.A., LLB.**
Presiding Officer

C R No. 10/2009

I Party

Sri K Gaffar,

S/o Late Salam Sab, R/o
Kumbeshwara Beedhi, KUMSI – 577
423. Shimoga Taluk & District.

II Party

The Managing Director,

Mysore Minerals Limited,

No. 39, M G Road,

BANGALORE – 560 001.

Since deceased represented by LR's

(a) Smt. Khrusheeda Begun,
W/o late Sri K Gaffar,
Aged about 70 years

(b) Sri Abdul Munaf,
S/o Late K Gaffar,
Aged about 49 years

(c) Sri Syed Tasveer Ahmed,
S/o Late K Gaffar,
Aged about 45 years

(d) Sri Syed Hasnath,
S/o Late K Gaffar,
Aged about 44 years

(e) Sri Jabiulah,
S/o Late K Gaffar,
Aged about 41 years

(f) Smt. Farhana Begum,
D/o Late K Gaffar,
Since dead by legal representatives

(f)(a) Sri S Salman Khan,
D/o Smt. Farhana Begum,
Aged about 30years

(f)(b) Smt. Sahera Banu,
D/o Smt. Farhana Begum,
Aged about 27 years

(f)(c) Sri C Sahil Khan,
S/o Smt. Farhana Begum,
Aged about 23 years

(g) Smt. Shabana Begum,
W/o S A Azim Pasha,
D/o late K Gaffar,
Aged about 42 years,
Residing at Singanahalli village,
Manghatta post,
SHIMOGA TALUK AND
DISTRICT.

Appearances

I Party : **Shri K T Govinde Gowda**
Advocate
II Party : **Smt. Monica Patil**
Advocate

1. The Government of India, Ministry of Labour vide Order No. L-29012/97/2008-IR(M) dated 27.02.2009 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 removal from services of Sri K Gaffar by the management of M/s Mysore Minerals Limited w.e.f. 17/8/1998 is justified? what relief the workman is entitled to?"

2. In response to the notices issued from this Tribunal, both parties entered appearance through their respective counsel and filed their pleadings, Evidence was adduced on both sides and arguments were heard and Award was passed on 09.01.2015. Aggrieved by the said award the management has filed WP No. 26335/2015(L-RES) wherein the Award passed by this Tribunal stood set aside and the matter is remanded back to this tribunal for fresh adjudication and disposal.

3. After remand both parties were issued with notices and both entered their appearance through their respective counsel. In due course the matter has been taken up for amicable negotiation between the parties and both the parties appeared on 01.08.2025. In pursuance of considerable discussion and negotiations held the matter stood settled. Settlement is recorded in the presence of the committee formed in the Special Campaign with the participation of both parties and their respective counsel. Accordingly, a Joint Memo signed and filed by the respective parties, counter signed by their respective counsel and the members of the committee formed in the Special Campaign showing the terms and stipulations of settlement is duly recorded.

4. Hence, the reference is answered in terms of the Joint Memo filed by both the parties as under:

AWARD

The matter stood settled between the parties and the II Party paid a sum Rs. 2,03,210.00 on 04.02.2026 to the I Party which the latter voluntarily accepted as full and final settlement of the claim for backwages in terms of the settlement effected and recorded by this Tribunal. Transmit.

(Dictated to Secretary to Court, transcribed by him, corrected and signed by me on 04.02.2026)

K P INDIRA, Presiding Officer

नई दिल्ली, 19 जून, 2026

का.आ. 1291.—औद्योगिक विवाद अधिनियम (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार **मैसूर मिनरल्स लिमिटेड** के प्रबंधतंत्र के संबद्ध नियोजकों और **श्री ए मुनियाम्मा** के बीच अनुबंध में निर्दिष्ट **केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, बैंगलोर, पंचाट (रिफरेन्स न.- 11/2009)** को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 19.06.2026 को प्राप्त हुआ था ।

[सं. एल-29012/98/2008-आईआर (एम)]

सलोनी, उप निदेशक

New Delhi, the 19th June, 2026

S.O. 1291.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award **(Reference No. 11/2009)** of the **Central Government Industrial Tribunal cum Labour Court, Bangalore** as shown in the Annexure, in the Industrial dispute between the employers in relation to **Mysore Minerals Limited** and **Sri A Muniyamma** which was received along with soft copy of the award by the Central Government on 19.06.2026.

[No. L-29012/98/2008– IR(M)]

SALONI, Dy. Director

ANNEXURE

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, BANGALORE

"Shram Sadan",
G G Palya, Tumkur Road,
Yeswanthpur, Bangalore – 560 022.

DATED : 4th FEBRUARY 2026

PRESENT : **Smt. K P INDIRA B.A., LLB.**
Presiding Officer

C R No. 11/2009

I Party

Smt. A Muniyamma,
W/o late Appadorai, MML Workers,
R/a Kallukoppa Village, Sirigere Post,
Shimoga Taluk and District.

II Party

The Managing Director,
Mysore Minerals Limited,
No. 39, M G Road,
BANGALORE – 560 001.

Since deceased represented by LR's

(a) Smt. Kumari,
D/o late A Muniyamma,
Aged about 57 years,
Thotada Mae, Hemmakki,
Mandagadde, Thirthahalli,
Shimoga – 583123.

(b) Sri A Murugan,
S/o Late A Muniyamma,
Aged about 53 years
Chikkamathali, Mandaghatta,
Shimoga – 577211.

(c) Smt. Sudha,
C/o Velu Murugan,
D/o Late A Muniyamma,
Aged about 50 years,
Duglapura, Tarikere,
CHIKKAMAGALURU – 577144.

(d) Smt. Indhu,
W/o Rangappa,
D/o Late A Muniyamma,
Aged about 40 years,
Kudabada vitalapura,
Sydarakallahalli, Bhadravathi,
SHIVAMOG – 577 243.

Appearances

I Party : **Shri K T Govinde Gowda**
Advocate

II Party : **Smt. Monica Patil**
Advocate

1. The Government of India, Ministry of Labour vide Order No. L-29012/98/2008-IR(M) dated 27.02.2009 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 termination of Smt. A Muniyamma by the management of M/s Mysore Minerals Limited w.e.f. 6/6/1998 is justified? What relief the workman is entitled to?"

2. In response to the notices issued from this Tribunal, both parties entered appearance through their respective counsel and filed their pleadings, Evidence was adduced on both sides and arguments were heard and Award was passed on 09.01.2015. Aggrieved by the said award the management has filed WP No. 26335/2015(L-RES) wherein the Award passed by this Tribunal stood set aside and the matter is remanded back to this tribunal for fresh adjudication and disposal.

3. After remand both parties were issued with notices and both entered their appearance through their respective counsel. In due course the matter has been taken up for amicable negotiation between the parties and both the parties appeared on 01.08.2025. In pursuance of considerable discussion and negotiations held the matter stood settled. Settlement is recorded in the presence of the committee formed in the Special Campaign with the participation of both parties and their respective counsel. Accordingly, a Joint Memo signed and filed by the respective parties, counter signed by their respective counsel and the members of the committee formed in the Special Campaign showing the terms and stipulations of settlement is duly recorded.

4. Hence, the reference is answered in terms of the Joint Memo filed by both the parties as under:

AWARD

The matter stood settled between the parties and the II Party paid a sum Rs. 67,667.00 on 04.02.2026 to the I Party which the latter voluntarily accepted as full and final settlement of the claim for backwages in terms of the settlement effected and recorded by this Tribunal. Transmit.

(Dictated to Secretary to Court, transcribed by him, corrected and signed by me on 04.02.2026)

K P INDIRA, Presiding Officer

नई दिल्ली, 19 जून, 2026

का.आ. 1292.—औद्योगिक विवाद अधिनियम (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार **मैसूर मिनरल्स लिमिटेड** के प्रबंधतंत्र के संबद्ध नियोजकों और **श्री पी. पुट्टनंजम्मा** के बीच अनुबंध में निर्दिष्ट **केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, बैंगलोर, पंचाट (रिफरेन्स न.- 22/2009)** को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 19.06.2026 को प्राप्त हुआ था ।

[सं. एल-29012 / 102 / 2008-आईआर (एम)]

सलोनी, उप निदेशक

New Delhi, the 19th June, 2026

S.O. 1292.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award **(Reference No. 22/2009)** of the **Central Government Industrial Tribunal cum Labour Court, Bangalore** as shown in the Annexure, in the Industrial dispute between the employers in relation to **Mysore Minerals Limited** and **Sri P Puttananjamma** which was received along with soft copy of the award by the Central Government on 19.06.2026.

[No. L-29012/102/2008– IR(M)]

SALONI, Dy. Director

ANNEXURE

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, BANGALORE

"Shram Sadan",
G G Palya, Tumkur Road,
Yeswanthpur, Bangalore – 560 022.

DATED : 4th FEBRUARY 2026

PRESENT : **Smt. K P INDIRA B.A., LLB.**

Presiding Officer

C R No. 22/2009

I Party

Smt. P Puttananjamma,
W/o late Puttabasavaiah,
Matangi Badavane, Kamsi Post,
SHIMOGA TALUK AND DIST.

Since deceased represented by LR's

(a) Smt. Leelavathi P,
W/o Sri B N mariswamy Gowda,
D/o Sri Late Puttabasaiah,
Aged About 63 years,
Residing at Mathangi Badavane,
Kumsi Post, SHIVAMOGGA
TALUK AND DISTRICT.

II Party

The Managing Director,
Mysore Minerals Limited,
No. 39, M G Road,
BANGALORE – 560 001.

Appearances

I Party : **Shri K T Govinde Gowda**
Advocate

II Party : **Smt. Monica Patil**
Advocate

1. The Government of India, Ministry of Labour vide Order No. L-29012/102/2008-IR(M) dated 20.05.2009 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 termination of Smt. P Puttananjamma by the management of M/s Mysore Minerals Limited w.e.f. 5/6/1998 is justified? what relief the workman is entitled to?"

2. In response to the notices issued from this Tribunal, both parties entered appearance through their respective counsel and filed their pleadings, Evidence was adduced on both sides and arguments were heard and Award was passed on 09.01.2015. Aggrieved by the said award the management has filed WP No. 26335/2015(L-RES) wherein the Award passed by this Tribunal stood set aside and the matter is remanded back to this tribunal for fresh adjudication and disposal.

3. After remand both parties were issued with notices and both entered their appearance through their respective counsel. In due course the matter has been taken up for amicable negotiation between the parties and both the parties appeared on 01.08.2025. In pursuance of considerable discussion and negotiations held the matter stood settled. Settlement is recorded in the presence of the committee formed in the Special Campaign with the participation of both parties and their respective counsel. Accordingly, a Joint Memo signed and filed by the respective parties, counter signed by their respective counsel and the members of the committee formed in the Special Campaign showing the terms and stipulations of settlement is duly recorded.

4. Hence, the reference is answered in terms of the Joint Memo filed by both the parties as under:

AWARD

The matter stood settled between the parties and the II Party paid a sum Rs. 66,863.00 on 04.02.2026 to the I Party which the latter voluntarily accepted as full and final settlement of the claim for backwages in terms of the settlement effected and recorded by this Tribunal. Transmit.

(Dictated to Secretary to Court, transcribed by him, corrected and signed by me on 04.02.2026)

K P INDIRA, Presiding Officer

नई दिल्ली, 19 जून, 2026

का.आ. 1293.—औद्योगिक विवाद अधिनियम (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार **मैसूर मिनरल्स लिमिटेड** के प्रबंधतंत्र के संबद्ध नियोजकों और **श्री के कन्नन** के बीच अनुबंध में निर्दिष्ट **केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, बैंगलोर, पंचाट (रिफरेन्स न.- 23/2009)** को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 19.06.2026 को प्राप्त हुआ था ।

[सं. एल-29012 / 103 / 2008-आईआर (एम)]

सलोनी, उप निदेशक

New Delhi, the 19th June, 2026

S.O. 1293.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award **(Reference No. 23/2009)** of the **Central Government Industrial Tribunal cum Labour Court, Bangalore** as shown in the Annexure, in the Industrial dispute between the employers in relation to **Mysore Minerals Limited** and **Sri K Kannan** which was received along with soft copy of the award by the Central Government on 19.06.2026.

[No. L-29012/103/2008– IR(M)]

SALONI, Dy. Director

ANNEXURE

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, BANGALORE

"Shram Sadan",
G G Palya, Tumkur Road,
Yeswanthpur, Bangalore – 560 022.

DATED : 4th FEBRUARY 2026

PRESENT : **Smt. K P INDIRA B.A., LLB.**

Presiding Officer

C R No. 23/2009

I Party	**II Party**
Sri K Kannan,	M/s. Mysore Minerals Limited,
Tuppooru village,	No. 39, M G Road,
SHIMOGA TALUK AND DIST.	BANGALORE – 560 001.
	Rep by its Managing Director

Since deceased represented by LR's

(a) Smt. K Chennamma,
W/o late Sri K Kannan,
Aged about 56 years,
Tuppooru Village and Post,
Shimoga Taluk and District.

(b) Sri Devaraj,
S/o Late K Kannan and
Smt. Chennamma,
Aged about 40 years,
Tuppooru Village and Post,
Shimoga Taluk and District.

(c) Sri Venkatesh,
S/o Late K Kannan and
Smt. Chennamma,
Aged about 37 years,
Tuppooru Village and Post,
Shimoga Taluk and District.

(d) Smt. Kumari,
W/o Rajendra,
Since dead by legal representatives

(d)(a) Kum Ranjitha,
D/o Late Sri Kumari and Late Sri Rajendra, Grand daughter of Smt. Chennamma, Aged about 22 years, Tuppooru Village and Post, Shimoga Taluk and District.

(d)(b) Smt. Shashikala,
D/o Late Sri Kumari and Late Sri Rajendra, Grand daughter of Smt. Chennamma, Aged about 31 years, Tuppooru Village and Post, Shimoga Taluk and District.

Appearances

I Party : **Shri K T Govinde Gowda**
Advocate

II Party : **Smt. Monica Patil**
Advocate

1. The Government of India, Ministry of Labour vide Order No. L-29012/103/2008-IR(M) dated 20.05.2009 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 termination of Sri K Kannan by the management of M/s Mysore Minerals Limited w.e.f. 6/6/1998 is justified? What relief the workman is entitled to?"

2. In response to the notices issued from this Tribunal, both parties entered appearance through their respective counsel and filed their pleadings, Evidence was adduced on both sides and arguments were heard and Award was passed on 09.01.2015. Aggrieved by the said award the management has filed WP No. 26335/2015(L-RES) wherein the Award passed by this Tribunal stood set aside and the matter is remanded back to this tribunal for fresh adjudication and disposal.

3. After remand both parties were issued with notices and both entered their appearance through their respective counsel. In due course the matter has been taken up for amicable negotiation between the parties and both the parties appeared on 01.08.2025. In pursuance of considerable discussion and negotiations held the matter stood settled. Settlement is recorded in the presence of the committee formed in the Special Campaign with the participation of both parties and their respective counsel. Accordingly, a Joint Memo signed and filed by the respective parties, counter signed by their respective counsel and the members of the committee formed in the Special Campaign showing the terms and stipulations of settlement is duly recorded.

4. Hence, the reference is answered in terms of the Joint Memo filed by both the parties as under:

AWARD

The matter stood settled between the parties and the II Party paid a sum of Rs. 22,014.00 on 04.02.2026 to the I Party which the latter voluntarily accepted as full and final settlement of the claim for backwages in terms of the settlement effected and recorded by this Tribunal. Transmit.

(Dictated to Secretary to Court, transcribed by him, corrected and signed by me on 04.02.2026)

K P INDIRA, Presiding Officer

नई दिल्ली, 19 जून, 2026

का.आ. 1294.—औद्योगिक विवाद अधिनियम (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार **मैसूर मिनरल्स लिमिटेड** के प्रबंधतंत्र के संबद्ध नियोजकों और **श्री नंजुंडप्पा** के बीच अनुबंध में निर्दिष्ट **केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, बैंगलोर, पंचाट (रिफरेन्स न.- 27/2009)** को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 19.06.2026 को प्राप्त हुआ था ।

[सं. एल-29012 / 3 / 2009-आईआर (एम)]

सलोनी, उप निदेशक

New Delhi, the 19th June, 2026

S.O. 1294.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award **(Reference No. 27/2009)** of the **Central Government Industrial Tribunal cum Labour Court, Bangalore** as shown in the Annexure, in the Industrial dispute between the employers in relation to **Mysore Minerals Limited** and **Sri Nanjundappa** which was received along with soft copy of the award by the Central Government on 19.06.2026.

[No. L-29012/3/2009– IR(M)]

SALONI, Dy. Director

ANNEXURE

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, BANGALORE

"Shram Sadan",
G G Palya, Tumkur Road,
Yeswanthpur, Bangalore – 560 022.

DATED : 4th FEBRUARY 2026

PRESENT : **Smt. K P INDIRA B.A., LLB.**

Presiding Officer

C R No. 27/2009

I Party

Shri Nanjundappa,
S/o Late Sh. Ramanna,
Residing at Haarnahalli Village,
Shanthinagar, haaranahalli Post,
SHIMOGA TALUK AND
DISTRICT.

II Party

The Managing Director,
Mysore Minerals Limited,
No. 39, M G Road,
BANGALORE – 560 001.

Since deceased represented by LR's

(a) Smt. Lakkamma,
W/o late Nanjundappa,,
Aged about 61 years,
Shanthi Nagara,
Haranahalli, Shimoga District.

(b) Sri Santhosh,
S/o Late Nanjundappa,
Aged about 32 years,
Shanthi Nagara,
Haranahalli, Shimoga District.

Appearances

I Party : **Shri K T Govinde Gowda**
Advocate

II Party : **Smt. Monica Patil**
Advocate

1. The Government of India, Ministry of Labour vide Order No. L-29012/3/2009-IR(M) dated 02.06.2009 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 termination of Sri K Nanjundappa by the management of M/s Mysore Minerals Limited w.e.f. 21/8/1998 is justified? What relief the workman is entitled to?"

2. In response to the notices issued from this Tribunal, both parties entered appearance through their respective counsel and filed their pleadings, Evidence was adduced on both sides and arguments were heard and Award was passed on 09.01.2015. Aggrieved by the said award the management has filed WP No. 26335/2015(L-RES) wherein the Award passed by this Tribunal stood set aside and the matter is remanded back to this tribunal for fresh adjudication and disposal.

3. After remand both parties were issued with notices and both entered their appearance through their respective counsel. In due course the matter has been taken up for amicable negotiation between the parties and both the parties appeared on 01.08.2025. In pursuance of considerable discussion and negotiations held the matter stood settled. Settlement is recorded in the presence of the committee formed in the Special Campaign with the participation of both parties and their respective counsel. Accordingly, a Joint Memo signed and filed by the respective parties, counter signed by their respective counsel and the members of the committee formed in the Special Campaign showing the terms and stipulations of settlement is duly recorded.

4. Hence, the reference is answered in terms of the Joint Memo filed by both the parties as under:

AWARD

The matter stood settled between the parties and the II Party paid a sum Rs. 4,06,452.00 on 04.02.2026 to the I Party which the latter voluntarily accepted as full and final settlement of the claim for backwages in terms of the settlement effected and recorded by this Tribunal. Transmit.

(Dictated to Secretary to Court, transcribed by him, corrected and signed by me on 04.02.2026)

K P INDIRA, Presiding Officer

नई दिल्ली, 19 जून, 2026

का.आ. 1295.—औद्योगिक विवाद अधिनियम (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार **मैसूर मिनरल्स लिमिटेड** के प्रबंधतंत्र के संबद्ध नियोजकों और **श्री के कन्नन** के बीच अनुबंध में निर्दिष्ट **केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, बैंगलोर, पंचाट (रिफरेन्स न.- 28/2009)** को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 19.06.2026 को प्राप्त हुआ था ।

[सं. एल-29012/4/2009-आईआर (एम)]

सलोनी, उप निदेशक

New Delhi, the 19th June, 2026

S.O. 1295.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award **(Reference No. 28/2009)** of the **Central Government Industrial Tribunal cum Labour Court, Bangalore** as shown in the Annexure, in the Industrial dispute between the employers in relation to **Mysore Minerals Limited** and **Sri K Kannan** which was received along with soft copy of the award by the Central Government on 19.06.2026.

[No. L-29012/4/2009– IR(M)]

SALONI, Dy. Director

ANNEXURE

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, BANGALORE

"Shram Sadan",
G G Palya, Tumkur Road,
Yeswanthpur, Bangalore – 560 022.

DATED : 4th FEBRUARY 2026

PRESENT : **Smt. K P INDIRA B.A., LLB.**
Presiding Officer

C R No. 28/2009

I Party	**II Party**
Sri K Kannan, Since deceased by her Legal Representatives,	The Managing Director, Mysore Minerals Limited, No. 39, M G Road, BANGALORE – 560 001.

Smt. K Channamma,
W/o late K kannan,
Since deceased represented by LR's

(a) Sri Devaraj,
S/o Late K Kannan and
Smt. Chennamma,
Aged about 53 years

(b) Sri Venkatesh,

S/o Late K Kannan and

Smt. Chennamma,

Aged about 51 years

(c) Kum Ranjitha,

D/o Late Sri Kumari and
Late Sri Rajendra,

Grand daughter of

Smt. Chennamma, W/o Sri V
Kumar, Aged about 47 years.

r/o Tuppooru village,

Tuppoor Post,

SHIMOGA TALUK AND
DISTRICT.

Appearances

I Party : **Shri K T Govinde Gowda**
Advocate

II Party : **Smt. Monica Patil**
Advocate

1. The Government of India, Ministry of Labour vide Order No. L-29012/4/2009-IR(M) dated 02.06.2009 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 termination of Smt. K Chennamma by the management of M/s Mysore Minerals Limited w.e.f. 6-6-1998 is justified? What relief the workman is entitled to?"

2. In response to the notices issued from this Tribunal, both parties entered appearance through their respective counsel and filed their pleadings, Evidence was adduced on both sides and arguments were heard and Award was passed on 09.01.2015. Aggrieved by the said award the management has filed WP No. 26335/2015(L-RES) wherein the Award passed by this Tribunal stood set aside and the matter is remanded back to this tribunal for fresh adjudication and disposal.

3. After remand both parties were issued with notices and both entered their appearance through their respective counsel. In due course the matter has been taken up for amicable negotiation between the parties and both the parties appeared on 01.08.2025. In pursuance of considerable discussion and negotiations held the matter stood settled. Settlement is recorded in the presence of the committee formed in the Special Campaign with the participation of both parties and their respective counsel. Accordingly, a Joint Memo signed and filed by the respective parties, counter signed by their respective counsel and the members of the committee formed in the Special Campaign showing the terms and stipulations of settlement is duly recorded.

4. Hence, the reference is answered in terms of the Joint Memo filed by both the parties as under:

AWARD

The matter stood settled between the parties and the II Party paid a sum Rs. 74,281.00 on 04.02.2026 to the I Party which the latter voluntarily accepted as full and final settlement of the claim for backwages in terms of the settlement effected and recorded by this Tribunal. Transmit.

(Dictated to Secretary to Court, transcribed by him, corrected and signed by me on 04.02.2026)

K P INDIRA, Presiding Officer

नई दिल्ली, 19 जून, 2026

का.आ. 1296.—औद्योगिक विवाद अधिनियम (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार **महानगर गैस लिमिटेड** के प्रबंधतंत्र के संबद्ध नियोजकों और **श्री बाबूलाल कनौजिया** के बीच अनुबंध में निर्दिष्ट **केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय-1, मुंबई, पंचाट (रिफरेन्स न.- 53/2003)** को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 19.06.2026 को प्राप्त हुआ था।

[सं. एल-30012/31/2003-आईआर (एम)]

सलोनी, उप निदेशक

New Delhi, the 19th June, 2026

S.O. 1296.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award **(Reference No. 53/2003)** of the **Central Government Industrial Tribunal cum Labour Court-1, Mumbai** as shown in the Annexure, in the Industrial dispute between the employers in relation to **Mahanagar Gas Ltd.** and **Shri Babulal Kanojia** which was received along with soft copy of the award by the Central Government on 19.06.2026.

[No. L-30012/31/2003–IR(M)]

SALONI, Dy. Director

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO.1, MUMBAI

Present

JUSTICE ARVIND KUMAR MISHRA

Presiding Officer

REFERENCE NO.CGIT - 53 of 2003

Parties: Employers in relation to the management of Mahanagar Gas Ltd,

V/s.

Their Workmen (Mr. Babulal Kanojia)

Appearances:

For the first party Management : Mr. G.D. Talreja (Adv.)

For the second party workmen : Absent

Mumbai, dated the 03rd day of February, 2026.

AWARD

The present reference has been made by the Central Government by its order N 30012/31/2003(IR(M) dated 16/09/2003 passed in exercise of the powers conferre clause (d) of section (1) read with sub-section (2A) of Section 10 of the Industrial Dis Act 1947. The terms of reference as per the schedule to the said order are as under

> "Whether the action of Mahanagar Gas Ltd, Mumbai in terminating the ser of Mr. Babulal Kanojia w.e.f. 7.12.1999 is legal and justified? If not, to what the concerned workman is entitled?"

In view of the above said facts the claimant/workman has not appeared since 2018 not field any evidence in support of his case on affidavit, in spite of several opportu given to him and taking into consideration the law as laid by the Hon'ble High Co the case of **V. K. Raj Industries v. Labour Court (1) and others 1981 (29) FLR 194** as under:

"It is well settled that if a party challenges the legality of an order, the burden lies him to prove illegality of the order and if no evidence is produced the party inv jurisdiction of the Court must fail. Whenever a workman raises a dispute challengin validity of the termination of service if is imperative for him to file written stat before the Industrial Court setting out grounds on which the order is challenged and he must also produce evidence to prove his case. If the workman fails to appear or to file written statement or produce evidence, the dispute referred by the State Government cannot be answered in favour of the workman and he would not be entitled to any relief."

In the case of **M/s Uptron Powertronics Employees' Union, Ghaziabad through its Secretary v. Presiding Officer, Labour Court (II), Ghaziabad and others 2008 (118) FLR 1164** Hon'ble Allahabad High Court has held as under:

"The law has been settled by the Apex Court in case of Shanker Chakravarti v. Britannia Biscuit Co. Ltd., V.K. Raj Industries v. Labour Court and Ors., Airtech Private Limited v. State of U.P. and Ors. 1984 (49) FLR 38 and Meritech India Ltd. v. State of U.P. and Ors. 1996 FLR that in the absence of any evidence led by or on behalf of the workman the reference is bound to be answered by the court against the workman. In such a situation it is not necessary for the employers to lead any evidence at all. The obligation to lead evidence to establish an allegation made by a party is on the party making the allegation. The test would be, who would fail if no evidence is led."

And by the Hon'ble Allahabad High Court in the case of **District Administrative Committee, U.P. P.A.C.C.S.C. Services v. Secretary-cum-G.M. District Co-operative Bank Ltd. 2010 (126) FLR 519;** wherein it has been held as under:

"The submission is that even if the petitioner failed to lead the evidence, burden was on the shoulders of the respondent to prove the termination order as illegal. He was required to lead evidence first which he failed. A perusal of the impugned award also does not show that any evidence either oral or documentary was led by the respondent. In the case of no evidence, the reference has to be dismissed."

Since no appearance of the workman and not filed evidence in support of his case on affidavit in spite of several opportunities given to him, the claim is liable to be dismissed.

For the foregoing reasons, the case is dismissed and the union is not entitled for any relief.

Accordingly, the reference stands answered in terms aforesaid.

Award as above.

JUSTICE ARVIND KUMAR MISMA, Presiding Officer

नई दिल्ली, 19 जून, 2026

का.आ. 1297.— औद्योगिक विवाद अधिनियम (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार **मेसर्स हिंडाल्को इंडस्ट्रीज़ लिमिटेड; गारे पाल्मा माइन्स** के प्रबंधतंत्र के संबद्ध नियोजकों और **श्री शंभू शरण तिवारी** के बीच अनुबंध में निर्दिष्ट **केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, जबलपुर, पंचाट (रिफरेन्स न.- 32/2022)** को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 19.06.2026 को प्राप्त हुआ था।

[सं. जेड-16025 / 04 / 2026-आईआर(एम)-53]

सलोनी, उप निदेशक

New Delhi, the 19th June, 2026

S.O. 1297.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award **(Reference No. 32/2022)** of the **Central Government Industrial Tribunal cum Labour Court, Jabalpur** as shown in the Annexure, in the Industrial dispute between the employers in relation to **M/s Hindalco Industries Ltd; Gare Palma Mines** and **Shri Shambu Sharan Tiwari** which was received along with soft copy of the award by the Central Government on 19.06.2026.

[No. Z-16025/04/2026– IR(M)-53]

SALONI, Dy. Director

ANNEXURE

THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL,

JABALPUR [M.P.]

NO. CGIT/LC/RC/32/2022

Present: P.K.Srivastava H.J.S..(Retd)

1. **Shambu Sharan Tiwari,**
S/o Shri Laxmi Narayan Tiwari,
J.E. in & Terminal from
M/s Hindalco Industries Ltd.
Gare Palma Mines (IV/4 & IV/5),
Vill & P/o: Milupura, Tehsil: Tamnar,
Distt. Raigarh-496107, Chhattisgarh

Petitioner/Workman

V/S

1. **M/s Hindalco Industries Ltd.**
Gare Palma Mines (IV/4 & IV/5),
Vill & P/o: Milupura, Tehsil: Tamnar,
Distt. Raigarh-496107, Chhattisgarh,
Through it's the Chairman,
Hindalco Industries Ltd.
Century Bhawan, 3rd Floor,

Dr. Annie Besant Road,
Worli, Mumbai-400030

2. **The Agent Mines,**
Gare Palma Mines (IV/4 & IV/5),
Vill & P/o: Milupura, Tehsil: Tamnar,
Distt. Raigarh-496107, Chhattisgarh

Respondents/Management

AWARD

(Passed on this 12th day of February, 2026)

The petitioner has filed this petition ***u/s 2-A (2&3)*** of the ***Industrial Disputes Act, 1947*** as amended by ***Amendment Act of 2010*** (in short '***The Act***') against termination of his services by the opposite parties/management, with a case that he first joined as contractual employee with management on 22 December, 2004 in the survey department. He was confirmed as regular employee by management from 14.08.2007, he worked to the satisfaction of management till 18th February, 2021. Thereafter, he was not allowed to work by the officials of the management. A letter dated 06.03.2021 terminating his service was issued by management, he filed many representations which were not heard. Lastly, he filed his representation through Watsapp on 01st March, 2021, the letter dated 06.03.2021 was communicated to him on 17.03.2021, his services were terminated by management on the basis of alleged misconduct said to be committed by him without any departmental enquiry which was unjust, illegal and arbitrary on the part of management. He raised a dispute in this respect which could not be conciliated within 45 days. Thereafter, he filed this petition seeking setting aside of his termination and his reinstatement with all back-wages and benefits.

According to the petitioner, the charges were frivolous and false, no opportunity of hearing was given to him to have his say on the charges, no departmental enquiry was conducted before passing the order of termination, his termination is stigmatic and without conducting any departmental enquiry hence, is unjust, illegal and arbitrary. He has prayed that setting aside his termination, he be reinstated from the date of his termination with all back-wages and benefits.

In its written reply/written submission of defense the opposite parties/managements have taken a case that ***firstly***, the petitioner is not a workman as defined u/s 2(s) of the Act, on the ground that at the time of termination of his services on 06.03.2021 he was working in a supervisory capacity and was looking after the Installation & Commissioning as well Construction of Gabion Wall. Approximately 8 to 10 labours reported him on daily basis. He was Project In-charge with regard to daily progress and was paid salary of Rs. 15,899/- in October, 2020, Rs. 17,958/- in November, 2020, Rs. 27,508/- in December, 2020, Rs. 18,487/- in January, 2021 and Rs. 6,510/- in February, 2021, after all deductions. He also used to sanction leave of workers under him, he had sanctioned leave of 1 worker on 20.03.2020, he had sent letter dated 29.02.2020, in it he had mentioned himself as a Surveyor and has requested for his transfer. ***Secondly,*** it is the case of opposite parties that he was terminated for charges of misconduct. According to the charges, he had called the General Manager, Sanjay Kumar Jain on 08.10.2020 at about 10:00 pm representing himself as a representative of Ex-M.L.A. and abused Mr. Jain on phone. He also threatened Mr. Jain to pick him for his house and kill him, a show cause notice was issued in this respect and he had filed his written reply on 22.10.2020 admitting the charges and unconditional apology. He was again issued a show cause notice on 27.10.2020 with a charge that on 19.10.2020 at about 06:45 hrs, he threatened to kill security personnel, Prem Kumar Barman and was in a state of intoxication. He again admitted the charges, demanded and tendered unconditional apology. His apology was found not sufficient and management decided to conduct an enquiry into the charges. He was intimated with respect to the enquiry vide letter of management dated 25.11.2020 and 03.11.2020, during enquiry, his statement was recorded, the enquiry officer submitted his report dated 26.10.2020. Thereafter, the opposite parties issued a consolidated show cause notice on 16.02.2021, in it all the charges and his previous conduct was mentioned with another charge that on 06.02.2021 at 06:00 pm he stopped Madhav Kumar (Mining Sardar) and demanded money from him, on his refusal, he threatened and caused serious injury to him. The petitioner did not reply the said notice and ultimately his services were terminated by opposite parties vide order dated 06.03.2021 on the basis of enquiry report submitted by the enquiry officer. Thus, according to

the opposite parties they have committed no illegality or arbitrariness in their act, they have prayed that the petition be dismissed.

Following issues were framed vide order dated 18.12.2023:-

1. ***Whether, the petitioner is the workman u/s 2(s) of the Act?***
2. ***Whether, the action of management in terminating the petitioner without departmental enquiry is legal and proper?***
3. ***Whether the petitioner is entitled to relief claimed or any other relief sought?***

In evidence, the petitioner filed his appointment letter dated 31.08.2007 as chainman, letter of appointment as Process Associate dated 27.08.2015, letter of appointment dated 20.01.2018 issued by management promoting him to the post of Junior Engineer (Survey), letter of termination dated 06.03.2021, letter regarding vacation of house issued by management, character certificate issued by opposite parties, letter of conciliation officer to management, another letter of conciliation officer to management on admission by the opposite parties and marked as Ex-W/1 to Ex-W/8 respectfully. The petitioner has further filed his affidavit as his Examination-in-chief, he has been cross-examined on behalf of opposite parties.

The opposite parties have filed documents which are pay slip of the petitioner for October 2020, November 2020, December 2020, January 2021 and February 2021, application of petitioner seeking transfer filed on 29.02.2020, letter of opposite parties appointing the petitioner as Process Associate, another letter of opposite parties regarding pay structure of petitioner on the post of Junior Engineer on which he was promoted from 01.01.2018, show cause notice issued by opposite parties on 10.10.2020, notice issued by enquiry officer to the petitioner on 25.11.2020, termination letter, notice for vacation of house, notice issued by conciliation officer to management on 13.01.2020 and 20.01.2021, the opposite parties have filed affidavit of Shamsul Hoda, Assistant General Manager as his Examination-in-chief, he has filed and proved show cause notice dated 27.10.2020, complaint of Prem Kumar Barman dated 20.10.2020, letter of security officer with respect to complaint of Prem Kumar Barman and enquiry report.

I have heard argument of Learned Counsel for petitioner, Mr. Manu V. John and Mr. Chandrahas Dubey for opposite parties/managements. Both the sides have filed written submissions which are part of record. I have gone through the written submissions and records as well.

Issue No. 1:-

The case of the opposite parties is that the petitioner is not a workman as defined u/s 2(s) of the Act, on the ground that ***firstly***, he was in a supervisory capacity as a Junior Engineer and ***secondly*****,** his salary was more than Rs. 15,000/- per month. The petitioner has taken a case that he did not have any supervisory or managerial authority over any workman or labourer working under him. He was not any leave sanctioning authority, no one reported to him and he was not any appointing authority.

As regards to the issue that whether the applicant is a workman as defined under the Act or not, ***Hon'ble High Court of Bombay in the case of Union Carbide (India) Ltd. V.s. Ramesh Kumbla and Others reported in MANU/MH/0073/1999*** *and* ***another judgment of the same High Court in the case of Union Carbide (India) Ltd. V.s. D. Samuel and Others reported in MANU/MH/1713/1998****, may be referred in this respect. In these two cases, after analyzing the judgment of various High Courts and Hon'ble Supreme Court, the Single Bench of Hon'ble Bombay High Court has summarized the principles on the basis of which it is to be decided whether the Applicant is in supervisory capacity or not. These tests mentioned in* ***Para 34 and 35*** *of the Judgment are being reproduced as follows:*

Para-34. In so far as the Apex Court is concerned, some of the tests laid down are:

(1) Designation is not material but what is important is the nature of work.

(2) Find out the dominant purpose of employment and not any additional duties the employee may be performing.

(3) Can he bind the Company/employer to some kind of decisions on behalf of the Company/employer.

(4) Has the employee power to direct or oversee the work of his subordinates.

(5) Has the power to sanction leave or recommend it; and

(6) Has he the power to appoint, terminate or take disciplinary action against workmen.

Para-35. From the judgment of this Court and the other High Courts some of the tests apart from what the Apex Court has stated are:

(a) whether the employee can examine the quality of work and whether such work is performed in satisfactory manner or not;

(b) Does the employee have powers of assigning duties and distribution of work;

(c) Can he indent material and distribute the same amongst the workmen;

(d) Even though he has no authority to grant leave does he have power to recommend leave;

(e) Are these persons working under him;

(f) Has he the power to supervise the work of men and not merely machines;

(g) Dos he mark the attendance of other employees;

(h) ***Does he write the confidential reports of his subordinates****.*

The judgment of Hon'ble Supreme Court in the case of ***S.K. Maini vs. M/s. Carona Sahu Company, (1994) 3 SCC 510****. Para 9, 10 & 11 of this judgment are being reproduced as follows :-*

"9. After giving our careful consideration to the facts and circumstances of the case and the submissions made by the learned counsel for the parties, it appears to us that whether or not an employee is a workman under Section 2(s) of the Industrial Disputes Act is required to be determined with reference to his principal nature of duties and functions. Such question is required to be determined with reference to the facts and circumstances of the case and materials on record and it is not possible to lay down any strait-jacket formula which can decide the dispute as to the real nature of duties and functions being performed by an employee in all cases. When an employee is employed to do the types of work enumerated in the definition of workman under Section 2(s), there is hardly any difficulty in treating him as a workman under the appropriate classification but in the complexity of industrial or commercial organisations quite a large number of employees are often required to do more than one kind of work. In such cases, it becomes necessary to determine under which classification the employee will fall for the purpose of deciding whether he comes within the definition of workman or goes out of it. In this connection, reference may be made to the decision of this Court in Burmah Shell Oil Storage and Distribution Co. of India Ltd. v. Burmah Shell Management Staff Assn. [(1970) 3 SCC 378 : (1971) 2 SCR 758 : (1970) 2 LLJ 590] In All India Reserve Bank Employees' Assn. v. Reserve Bank of India [(1965) 2 LLJ 175 : AIR 1966 SC 305 : (1966) 1 SCR 25] it has been held by this Court that the word 'supervise' and its derivatives are not words of precise import and must often be construed in the light of context, for unless controlled, they cover an easily simple oversight and direction as manual work coupled with the power of inspection and superintendence of the manual work of others. It has been rightly contended by both the learned counsel that the designation of an employee is not of much importance and what is important is the nature of duties being performed by the employee. The determinative factor is the main duties of the employee concerned and not some works incidentally done. In other words, what is, in substance, the work which employee does or what in substance he is employed to do. Viewed from this angle, if the employee is mainly doing supervisory work but incidentally or for a fraction of time also does some manual or clerical work, the employee should be held to be doing supervisory works. Conversely, if the main work is of manual, clerical or of technical nature, the mere fact that some supervisory or other work is also done by the employee incidentally or only a small fraction of working time is devoted to some supervisory works, the employee will come within the purview of 'workman' as defined in Section 2(s) of the Industrial Disputes Act.

10. In Mcleod and Co. v. Sixth Industrial Tribunal, W.B. [AIR 1958 Cal 273] P.B. Mukharji, J. of the Calcutta High Court as the learned Chief Justice then was, observed that whether a person was a workman within the definition of the Industrial Disputes Act would be the very foundation of the jurisdiction of the Industrial Tribunal. The court further observed that in order to determine the categories of service indicated by the use of different words like 'supervisory', 'managerial' and 'administrative', it was not necessary to import the notions of one into the interpretation of the other

The words such as 'supervisory', 'managerial' and 'administrative' are advisedly loose expressions with no rigid frontiers and too much subtlety should not be used in trying to precisely define whether supervision ends and management begins or administration starts. For that would be theoretical and not practical. It has to be broadly interpreted from a common sense point of view whose tests will be simple both in theory and in their application. The learned Judge further observed that a supervisor need not be a manager or an administrator and a supervisor can be a workman so long as he did not exceed the monetary limitation indicated in the section and a supervisor irrespective of his salary is not a workman who has to discharge function mainly of managerial nature by reasons of the duties attached to his office or of the powers vested in him. The aforesaid decision of the Calcutta High Court was noted with approval by this Court in National Engineering Industries Ltd. v. Shri Kishan Bhageria [1988 Supp SCC 82 : 1988 SCC (L&S) 428 : AIR 1988 SC 329] .

11. It may be noted in this connection that in view of the amendment of Section 2(s) enlarging the ambit of the classification of various types of workmen except managerial force, entire labour force has been included within the definition of workman under Section 2(s) as has been indicated by this Court in S.K. Verma v. Mahesh Chandra [(1983) 4 SCC 214 : 1983 SCC (L&S) 510 : (1983) 3 SCR 799] . But if the principal function is of supervisory nature, the employee concerned will not be workman only if he draws a particular quantum of salary at the relevant time as indicated in Section 2(s). In the instant case, it, however, appears to us that Shri Maini as Manager/In-charge of the shop was made responsible and liable to make good such amount of credit whether such sale on credit had been made by him or by any other member of the staff in employment under him with or without his knowledge. Under the terms and conditions of service, he was asked to take charge of the shop to which his service was transferred. Mr Maini, under the terms and conditions of service, was required to be held responsible and liable for any loss suffered by the Company due to deterioration of the quality of the stock or any part thereof and loss of any of the other articles lying in the shop caused by reason of any act of negligence and/or omission to take any precaution by the employees. Mr Maini was also required to notify the Company by trunk call and/or telegram not later than three hours after the discovery in the said shop of any fire, theft, burglary, loot or arson. He was required to investigate into the matter immediately and get the cause and amount of loss established by local authorities. Mr Maini as in-charge of the shop was required to keep and maintain proper accounts as approved by the Company indicating the exact amount to be paid from the receipts from the respective staff. Under Clause XIII of the terms and conditions of the service, Mr Maini would remain fully responsible to the Company for damages or loss caused by acts or commission of the loss of the employees of the shop. Under Clause XV of the terms and conditions of service, the shop in-charge was required to keep himself fully conversant with all the regulations in force which may come into force from time to time with regard to Octroi, Sales Tax and Shops and Commercial Establishments Act and/or any other local regulation applicable to the shop. Clause XXI indicates that non-compliance with any of the local or State Acts or Central Acts would be viewed seriously and Manager would be held responsible for any fine/penalty imposed and/or prosecution launched against the Company. It also appears that in the event of a salesman being absent, the shop in-charge is empowered to appoint temporary helper for the said period to work as acting salesman. Similarly, in the event of helper being absent, the shop manager is also empowered to appoint part-time sweeper and to entrust the work of a helper to a sweeper. Such functions, in our view, appear to be administrative and managerial. By virtue of his being in-charge of the shop, he was the principal officer-in-charge of the management of the shop. We therefore find justification in the finding of the High Court that the principal function of the appellant was of administrative and managerial nature. It is true that he himself was also required to do some works of clerical nature but it appears to us that by and large Shri Maini being in-charge of the management of the shop had been principally discharging the administrative and managerial work. A manager or an administrative officer is generally invested with the power of supervision in contradistinction to the stereotype work of a clerk. This Court in Lloyds Bank Ltd. v. Panna Lal Gupta [(1961) 1 LLJ 18 : AIR 1967 SC 428] has indicated that a manager or administrator generally occupies a position of command or decision and is authorised to act in certain matters within the limits of his authority without the sanction of his superior. In the instant case within the authority indicated in the terms and conditions of his service, Shri Maini was authorised to take decisions in the matter of temporary appointments and in taking all reasonable steps incidental to the proper running of the shop. Precisely for the said reason, Shri Maini had signed the statutory forms as an employer. It should be borne in mind that an employee discharging managerial duties and functions may not, as a matter of course, be invested with the power of appointment and discharge of other

employees. It is not unlikely that in a big set-up such power is not invested to a local manager but such power is given to some superior officers also in the management cadre at divisional or regional level. The unit in a local shop may not be large but management of such small unit may fulfil the requirements and incidences of managerial functions. On a close scrutiny of the nature of duties and functions of the Shop Manager with reference to the admitted terms and conditions of service of Shri Maini, it appears to us that the High Court was justified in holding that the appellant was not a workman under Section 2(s) of the Industrial Disputes Act. In the aforesaid facts, it is not necessary to go into the question as to whether or not domestic enquiry had been properly conducted or the Enquiring Officer had acted with bias. It is also not necessary to decide for the purpose of the disposal of the appeal as to whether or not the Company was entitled to lead fresh evidence in support of the domestic enquiry before the Labour Court. The appeal is, therefore, dismissed without, however, any order as to cost."

In another case of ***Vandana Joshi vs. Standard Charter Bank MANU/MH/1391/2010****, decided by Hon'ble High Court of Bombay it has been laid down* ***that the question as to whether the employee is a applicant or not must be decided with reference to the dominant nature of the duties and responsibilities performed by employee****.*

In the case of ***Arkal Govind Rao vs. Ciba Geigy of India, reported in (1985) 3 SCC 371****, it was held that* ***the person concerned would not cease to be a applicant if he performs some supervisory duty but he must be a person engaged in supervisory duty and the test to be employed is what was the primary, basic or dominant nature of duties for which the person whose status is under inquiry was employed.***

Undisputedly, the petitioner was a Junior Engineer at the time his services were terminated by opposite parties. His appointment letter dated 20.01.2018 by which he has been promoted as a Junior Engineer (Survey) in Band 14 w.e.f. 01.01.2018, states that his designated salary is Rs. 1,00,440/- p.a., it excludes House Rent Allowance, Conveyance Allowance, Special Allowance and Medical Allowance. This letter does not describe about his responsibilities and duties, nor has any circular or Certified Standing Orders been filed by the opposite parties to show as to what duties were assigned to the petitioner.

In his affidavit as his Examination-in-chief and cross-examination, he states that he was appointed as Process Associate on 27.08.2015, his designation of Assistant (Survey), he was promoted vide order dated 20.01.2018 and become senior worker, he was not promoted as a Junior Engineer but his this statement is in contradiction of his promotion letter dated 20.01.2018 which clearly states that he has been promoted as a Junior Engineer (Survey). He further admits in his cross-examination that his total salary on promotion became in between Rs. 25,000/- to Rs. 26,000/- but he denied that his work was supervisory, he also denied that he used to supervise the work of labourers under him, on being shown his application for transfer in it he has stated that he does the work of survey. He has explained that by this he meant, that he worked in survey department though, the opposite parties have taken a case that during his tenure as Junior Engineer he had sanction leave of one workman detailed mentioned earlier, it cannot be taken that he was authorized to sanction leave of workers under him, one casual incident of sanction leave is not sufficient in this respect to show that his work was supervisory.

On the other hand, the witness from opposite parties side as though stated in his affidavit that the work of the petitioner was supervisory and managerial but in absence of any order in this respect or any certified standing orders detailed the duties and liabilities as well powers of Junior Engineer (Survey) or any such condition in his job letter, the case of the petitioner is held more reliable and his case that he did not work in supervisory or managerial capacity rather he was a workman under the Act is more creditworthy. **Accordingly, holding the petitioner workman u/s 2(s) of the Act, Issue No.-1 is answered accordingly.**

Issue No.-2 :-

Case of the workman is that no enquiry was conducted against him with respect to the charges, there is on record enquiry proceedings (copy filed by the management) and stated by the management in his affidavit, it goes to show that the workman appeared before the enquiry officer in the enquiry on 26.11.2020 when he was asked whether he admits the charges imposed against him in the notice, he admitted the charges and assured that he will not repeat such mistakes in future, this document bears the signature of the petitioner. Though, it has been submitted that his signatures were obtained under coercion,

but there is no evidence in this respect. **Hence, the case of the petitioner that he was terminated without any enquiry is held not proved.**

Since, the petitioner admitted his misconduct during the enquiry, it was not incumbent on enquiry officer to proceed further with the enquiry. The charges have been held proved on the basis of admission hence, there is no perversity in the finding of the enquiry officer with respect to proof of charges.

As the proved charge of misconduct, is of misbehaviour with superior officer and colleagues, the punishment of dismissal from service cannot be held to be disproportionate to the charge proved.

Issue No.-2 is answered accordingly.

Issue No.-3 :-

In the light of findings on issue No. 1 and issue No. 2, is answered against the petitioner, he is held entitled to no relief.

No other point was pressed.

On the basis of above discussion and findings, the petition lacks merit and is liable to be dismissed.

ORDER

Petition dismissed.

No order as to cost.

DATE: 12-02-2026 P. K. SRIVASTAVA, Presiding Officer

नई दिल्ली, 19 जून, 2026

का.आ. 1298.—औद्योगिक विवाद अधिनियम (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार **भिलाई स्टील प्लांट, सेल** के प्रबंधतंत्र के संबद्ध नियोजकों और **प्रमोद मिश्रा; भिलाई इस्पात मजदूर संघ (बीएमएस); इस्पात कर्मचारी संघ (INTUC); भिलाई श्रमिक सभा; लोकतांत्रिक इस्पात एवं इंजीनियरिंग मजदूर यूनियन (एआईसीसीटीयू); भिलाई इस्पात मजदूर सभा (एआईटीयूसी); हिंदुस्तान स्टील एम्प्लॉइज यूनियन (सीटू)** के बीच अनुबंध में निर्दिष्ट **केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, जबलपुर, पंचाट (रिफरेन्स न.- 82/2024)** को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 19.06.2026 को प्राप्त हुआ था।

[सं. जेड-16025 / 04 / 2026-आईआर(एम)-54]

सलोनी, उप निदेशक

New Delhi, the 19th June, 2026

S.O. 1298.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award **(Reference No. 82/2024)** of the **Central Government Industrial Tribunal cum Labour Court, Jabalpur** as shown in the Annexure, in the Industrial dispute between the employers in relation to **Bhilai Steel Plant, SAIL** and **Pramod Mishra; Bhilai Ispat Mazdoor Sangh (BMS); Steel Employees Union (INTUC); Bhilai Shramik Sabha; Loktantrik Ispat & Engineering Mazdoor Union (AICCTU); Bhilai Steel Mazdoor Sabha (AITUC); Hindustan Steel Employees Union (CITU)** which was received along with soft copy of the award by the Central Government on 19.06.2026.

[No. Z-16025/04/2026– IR(M)-54]

SALONI, Dy. Director

ANNEXURE

THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL, JABALPUR

NO. CGIT/LC/R/82/2024

Present: P.K.Srivastava, H.J.S..(Retd)

1. Pramod Mishra
Qtr 3/B Street 04 Sector 10, Bhilai,
Durg, Chhattisgarh-490006

2. Bhilai Ispat Mazdoor Sangh (BMS)
Sector-6, Infront of B Market, Beside
Canara Bank, Bhilai Nagar,
District Durg (CG)-490006

3. Steel Employees Union (INTUC)
Near Old Health Centre, Sector-3
Bhilai Nagar, Dist. Durg, Pin-490001

4. Bhilai Shramik Sabha,
Block-10/2, Road Central Avenue (24 Unit)
Sector-2, Bhilai Nagar, Durg (CG-)-490001

5. Loktantrik Ispat & Engineering Mazdoor Union
(AICCTU), 83-A Ruabandha, Bhilai
Dist-Durg, Pin-490006

6. Bhilai Steel Mazdoor Sabha (AITUC)
Qtr. No. 4/A, Street-28, Sector-1
Bhilai Nagar, Dist. Durg, Pin-490001

7. Hindustan Steel Employees Union (CITU)
Qtr. No. 1/A, Street-16, Sector-4,
Bhilai, Dist. Durg 490006

Workman

Versus

Director Incharge
Bhilai Steel Plant, SAIL,
Ispat Bhavan Bhilai
Dist. Durg (CG) 490001

Management

AWARD

(Passed on this 02th day of February - 2026.)

As per letter dated 03/12/2024 by the Deputy Labour Commissioner (Central), Raipur, Government of India, Ministry of Labour, the reference is made to this Tribunal under Section-10 of I.D. Act, 1947 as per reference number **RP-8(3-14)/2024-ES.III dt. 03/12/2024**. The dispute under reference related to :-

"1. Whether the demand of the union that BAMS should be implemented for contractual workforce employed for Bhilai Steel Plant or in relation to it, is justified? If yes, what modalities may be adopted for such implementation?.

2. Whether temporal flexibility in BAMS may be given to the workmen with regard to medical situation (emergency), if any arises? If yes, what checks may be kept to prevent its abuse?

3. Whether a continuous local institutional mechanism may be developed having wide participation from the management and the workmen side to ensure better dialogue and deliberation with regard to continuous adaptation needed in BAMS? If yes, what can be the constitution mechanism and functional jurisdiction?"

4. Whether the demand of the union that Circular no. Rules 39/2024 dated 28.06.2024 point no.9 whereby a guideline has been issued by BSP relating to BAMS is not legal as the authority who issued it does not have the functional jurisdiction? If yes, what corrective action may be taken in this?"

After registering a case on the basis of the reference, notices were sent to the parties and served. Mr. R.C. Shrivastava learned Counsel present for Management. Workman side never appeared. None of the parties filed any Statement of Claim or Written Statement of Defense.

Since, the initial burden to prove its case is on the workman union side, in which it has failed to discharge. Hence, holding the claim of the workman union not proved, the reference stands answered against it.

DATE: 02/02/2026 P. K. SRIVASTAVA, Presiding Officer

नई दिल्ली, 19 जून, 2026

का.आ. 1299.—औद्योगिक विवाद अधिनियम (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार **एलआईसी ऑफ़ इंडिया** के प्रबंधतंत्र के संबद्ध नियोजकों और **मध्य प्रदेश भारतीय जीवन बीमा निगम कर्मचारी संघ (इंटक)** के बीच अनुबंध में निर्दिष्ट **केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, जबलपुर, पंचाट (रिफरेन्स न.-23/2025)** को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 19.06.2026 को प्राप्त हुआ था।

[सं. जेड-16025 / 04 / 2026-आईआर(एम)-55]

सलोनी, उप निदेशक

New Delhi, the 19th June, 2026

S.O. 1299.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award **(Reference No. 23/2025)** of the **Central Government Industrial Tribunal cum Labour Court, Jabalpur** as shown in the Annexure, in the Industrial dispute between the employers in relation to **LIC of India** and **Madhya Pradesh Bhartiya Jiwan Bima Nigam Karmachari Sangh (INTUC)** which was received along with soft copy of the award by the Central Government on 19.06.2026.

[No. Z-16025/04/2026– IR(M)-55]

SALONI, Dy. Director

ANNEXURE

THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL, JABALPUR

NO. CGIT/R/23/2025

Present: P.K.Srivastava, H.J.S..(Retd)

President,
Madhya Pradesh Bhartiya Jiwan Bima Nigam
Karmachari Sangh (INTUC), Indore,
594/8, Nehru Nagar, Mig, Thana Main Road,
Indore, Madhya Pradesh - 452011

Workman

Versus

1. The Chairman
LIC of India, Nariman Point
Mumbai (M.H.)-400021

2. Zonal Manager
LIC of India, Central Region Office
Hoshangabad Road, Bhopal (MP)-462011

Management

AWARD

(Passed on this 02th day of February - 2026.)

As per letter dated 14/06/2024 by the Deputy Labour Commissioner (Central), Jabalpur, Government of India, Ministry of Labour, the reference is made to this Tribunal under Section-10 of I.D. Act, 1947 as per reference number **J-5(1)/2023-RLC dt. 14/06/2024**. The dispute under reference related to :-

"1. Whether the action of management the (I) The Chairman, LIC of India, Mumbai and (II) The Zonal Manager, LIC of India, Bhopal for change in 6 days a week working to 5 days a week working w.e.f. 15-04-2021 amounts to change in service conditions to the prejudice of workman in violation of Section 9A Read with Schedule IV of the Industrial Disputes Act, 1947? If yes, what relief the union and workmen are entitled to and fro which date ?

2. Whether the demand of the Madhya Pradesh Bhartiya Jeevan Bima Nigam Karmachari Sangh (INTUC) for fixed specified working hours from the management of the (I) the Chairman, LIC of India, Mumbai and (II) the Zonal Manager, LIC of India, Bhopal, is just, fair and legal ? If yes, what relief the union and workmen are entitled to and from which date ?"

After registering a case on the basis of the reference, notices were sent to the parties and served. Mr. Aditya Singh learned Counsel present for Management. Workman side never appeared. None of the parties filed any Statement of Claim or Written Statement of Defense.

Since, the initial burden to prove its case is on the workman union side, in which it has failed to discharge. Hence, holding the claim of the workman union not proved, the reference stands answered against it.

DATE: 02/02/2026 P. K. SRIVASTAVA, Presiding Officer

नई दिल्ली, 19 जून, 2026

का.आ. 1300.—औद्योगिक विवाद अधिनियम (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार **स्टील अथॉरिटी ऑफ इंडिया लिमिटेड-भिलाई स्टील प्लांट; टेक्नोब्लास्ट माइनिंग कॉर्पोरेशन; मैसर्स शाई ट्रांसपोर्टर्स; श्रमिक सहकारी समिति मर्यादित** के प्रबंधतंत्र के संबद्ध नियोजकों और **इंद्र कुमार साहू; जगदीश राम; भूरू दास; बनऊ राम; सोहन सिंह; तुलसी राम; तिरूपति राव; लाल सिंह; राधेलाल** के बीच अनुबंध में निर्दिष्ट **केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, जबलपुर, पंचाट (रिफरेन्स न.- 10/2022)** को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 19.06.2026 को प्राप्त हुआ था।

[सं. जेड-16025 / 04 / 2026-आईआर(एम)-56]

सलोनी, उप निदेशक

New Delhi, the 19th June, 2026

S.O. 1300.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award **(Reference No. 10/2022)** of the **Central Government Industrial Tribunal cum Labour Court, Jabalpur** as shown in the Annexure, in the Industrial dispute between the employers in relation to **Steel Authority of India Limited –Bhilai Steel Plant; Technoblast Mining Corporation; M/s Shai Transporters; Shramik Sahkari Samiti Maryadit,** and **Indra Kumar Sahu; Jagdish Ram; Bhuru Das; Banau Ram; Sohan Singh; Tulsi Ram; Tirupati Rao; Lal Singh; Radhe Lal** which was received along with soft copy of the award by the Central Government on 19.06.2026.

[No. Z-16025/04/2026– IR(M)-56]

SALONI, Dy. Director

ANNEXURE

THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL CUM LABOUR COURT, JABALPUR

NO. CGIT/LC/RC/10/2022

Present: P.K.Srivastava, H.J.S..(Retd)

1. **Indra Kumar Sahu**
   S/o Late Shri Bisauha Ram Sahu,
   R/o of 25/B, 2D Type Hospital Sectors,
   Dallirajhara, District Balod (C.G.)

2. **Jagdish Ram**
   S/o ShriRanjan Thakur,
   R/o of Post Kotagaon, District - Balod (C.G.)

3. **Bhuru Das**
   S/o ShriGoverdhan Das,
   R/o of 179, Village Chikhlitelipara,
   Post Narshatola, District Balod (C.G.)

4. Banau Ram
Balod S/o ShriBaishakhu,
R/o of Village Siganwahi, P.O. Salhe,
Tehsil Dondi, District (C.G.)

5. Sohan Singh
S/o ShriJeeva Singh, R/o of 14,
Sudama Nagar, Dallirajhara, District - Balod (C.G.)

6. Tulsi Ram
S/o ShriRamprasad, R/o of 190,
Santoshi Nagar, Dallirajhara, District - Balod (C.G.)

7. Tirupati Rao
S/o Shri U. Narayan, R/o H.No. 304,
Ward No. 4, Tablet Road, Dalli- Rajhara, District -Balod (C.G.)

8. Lal Singh,
S/o ShriAjab Singh, R/o of H.No. 15,
Konde Road, Dalli-Rajahara District - Balod (C.G.)

9. RadheLal
S/o ShriPitambar, R/o of H. No.11,
Bajrang Ward, Dallirajhara, District - Balod (C.G.)

Workmen

Vs.

1. Steel Authority of India Limited –
Bhilai Steel Plant,
Through the Chief Executive Officer,

Bhilai Steel Plant, Bhilai, District-Durg, Chhattisgarh.

2. Technoblast Mining Corporation,
19, 2nd Floor Krishna Complex,
Chaitanya Nagar, District Raigarh, Chhattisgarh

3. M/s Shai Transporters,
Plot 8-B, Industrial Estate, Bhilai,
District Durg, Chhattisgarh

4. Shramik Sahkari Samiti Maryadit,
Dalli-Rajhara, District - Balod, Chhattisgarh

Management

JUDGMENT

(Passed on this 02nd day of February - 2026)

The applicant workmen have jointly filed the petition under Section 2(A) (2&3) of the Industrial Disputes Act, 1947 as amended by Amendment Act of 2010 (in short the 'Act') with the case that they are the contract employees working on various post through independent contracts mention as opposite parties, in the camps and on the side of Bhilai Steel Plant. Their services are governed by the conditions of contract issued by the Bhilai Steel Plant/ Steel Authority of India which mentions their age of retirement at 58 years whereas the age of retirement of regular employees of Bhilai Steel Plant is 60 years. Thus, there is violation of Article 14 of the Constitution of India and their right to equal treatment. They worked and discharged duties of same nature as done by the Regular Employees of Bhilai Steel Plant engaged in same duties. They raised a dispute in this respect with the concern Labour Commissioner (central) which could not be conciliated within 45 days, hence they filed petition and have requested that the Management of Bhilai Steel Plant be directed to revise their contract with respect to age of retirement of contract employees and raise their age from 58 years to 60 years, which at parity with the regular employees of the plant discharging the same duties.

The Management of Bhilai Steel Plant has filed its reply wherein they have mainly stated that the claim is not maintainable and workman are not entitled to any relief because fixing terms and conditions of contract is the prerogative of the members who have entered into the contract.

I have heard argument of Learned Counsel for the applicants Mr. Praveen Yadav and Mr. R.C. Shrivastava Learned Counsel for the Bhilai Steel Plant. I have gone through the record as well.

The main issue which requires to be considered in the light of pleadings is as to whether the petitioners have any right to get their age of retirement enhanced from 58 years to 60 years as of the regular employees of Bhilai Steel Plant.

Photocopy of Work Contract of the workmen has been filed. In Clause 3.07, it has been mentioned that the contractor shall not employee any person who is below 18 years of age and has attained 58 years. This is a contract signed between the principle employer and the outsourcing agency i.e. the Contractor. The Contractor has employed the petitioner in the light of the outsourcing agreement and has deputed them to work in sites of the Bhilai Steel Plant. The regular employees of Bhilai Steel Plant and Outsourced employees engaged through contractors form two different categories; hence, there is nothing unlawful in fixing to different ages for retirement of these two categories.

In the light of aforesaid discussion and the findings, the petition is held without merits and is liable to be dismissed.

AWARD

Petition dismissed.

No order as to cost.

DATE:- 02.02.2026 P.K.SRIVASTAVA, Presiding Officer

नई दिल्ली, 19 जून, 2026

का.आ. 1301.—औद्योगिक विवाद अधिनियम (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार **भिलाई इस्पात प्लांट; मैसर्स माँ दुर्गा इंटरप्राइजेज** के प्रबंधतंत्र के संबद्ध नियोजकों और **श्री विजेंद्र और अन्य** के बीच अनुबंध में निर्दिष्ट **केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, जबलपुर, पंचाट (रिफरेन्स न.- 35/2025)** को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 19.06.2026 को प्राप्त हुआ था।

[सं. जेड-16025 / 04 / 2026-आईआर(एम)-57]

सलोनी, उप निदेशक

New Delhi, the 19th June, 2026

S.O. 1301.— In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award **(Reference No. 35/2025)** of the **Central Government Industrial Tribunal cum Labour Court, Jabalpur** as shown in the Annexure, in the Industrial dispute between the employers in relation to **Bhilai Steel Plant; M/s. Maa Durga Enterprises** and **Shri Vijendra and Others** which was received along with soft copy of the award by the Central Government on 19.06.2026.

[No. Z-16025/04/2026– IR(M)-57]

SALONI, Dy. Director

ANNEXURE

THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL, JABALPUR

NO. CGIT/LC/R/35/2025

Present: P.K.Srivastava, H.J.S..(Retd)

Vijendra and Others

Qtr No. 3B, Street 16, Sector-7

Bhilai, Durg, Chhattisgarh-490006

Workman

Versus

1. Director
Bhilai Steel Plant, Bhilai
Dist.- Durg (CG) Pin 490001

2. M/s. Maa Durga Enterprises,
Plot No. 2, Ekta Chowk, Kailash Nagar
Bhiali, Dist. Durg (CG) Pin 490023

Management

AWARD

(Passed on this 02th day of February - 2026.)

As per letter dated 20/12/2024 by the Deputy Labour Commissioner (Central), Raipur, Government of India, Ministry of Labour, the reference is made to this Tribunal under Section-10 of I.D. Act, 1947 as per reference number **RP-8(3-16)/2024-ES.III (ID) dt. 20/12/2024**. The dispute under reference related to :-

"Whether the demand of the workmen for reinstatement is justified? If yes, to what all remedies, is the workmen entitled to in relation to the present industrial disputes? Also, is the demand of lumpsum relief compensation justified?"

After registering a case on the basis of the reference, notices were sent to the parties and served. Mr. Abhinav S. Kherdikar learned Counsel present for Management. Workmen side never appeared. None of the parties filed any Statement of Claim or Written Statement of Defense.

Since the initial burden to prove the case lies with the workmen, and they have failed to discharge this burden, the claim is held to be not proved. Accordingly, the reference is answered against the workmen.

DATE: 02/02/2026 P. K. SRIVASTAVA, Presiding Officer

नई दिल्ली, 19 जून, 2026

का.आ. 1302.—औद्योगिक विवाद अधिनियम (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार **भिलाई इस्पात प्लांट** के प्रबंधतंत्र के संबद्ध नियोजकों और **भिलाई श्रमिक सभा** के बीच अनुबंध में निर्दिष्ट **केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, जबलपुर, पंचाट (रिफरेन्स न.- 39/2025)** को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 19.06.2026 को प्राप्त हुआ था ।

[सं. जेड-16025 / 04 / 2026-आईआर(एम)-58]

सलोनी, उप निदेशक

New Delhi, the 19th June, 2026

S.O. 1302.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award **(Reference No. 39/2025)** of the **Central Government Industrial Tribunal cum Labour Court, Jabalpur** as shown in the Annexure, in the Industrial dispute between the employers in relation to **Bhilai Steel Plant** and **Bhilai Shramik Sabha** which was received along with soft copy of the award by the Central Government on 19.06.2026.

[No. Z-16025/04/2026– IR(M)-58]

SALONI, Dy. Director

ANNEXURE

THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL, JABALPUR

NO. CGIT/LC/R/39/2025

Present: P.K.Srivastava, H.J.S..(Retd)

General Secretary

Bhilai Shramik Sabha

Block No. 10/2, Steet Central Avenue, (24 Unit)

Sector-2, Bhilai Nagar, Durg, Chhattisgarh-490001

Workman

Versus

Director Incharge

Bhilai Steel Plant

Steel Authority of India,

Bhilai, District-Durg (CG)

Pin - 490001

Management

AWARD

(Passed on this 02th day of February - 2026.)

As per letter dated 11/03/2025 by the Deputy Labour Commissioner (Central), Raipur, Government of India, Ministry of Labour, the reference is made to this Tribunal under Section-10 of I.D. Act, 1947 as per reference number **RP-08(3-4)/2025-ES.III (ID) dt. 11/03/2025**. The dispute under reference related to :-

"1. Whether the demand of the union for crediting back 3 days EI to the individual workman who had availed the same during the period w.e.f. 1" April 2021 to 17th November 2021 is justified ?.

2. Whether the demand of the union for crediting back the recovered money from the individual workman, by the management, who had availed their LTA/LTC allowance during the period w.e.f. 1" April 2021 to 17th November 2021 is justified ?

3. Whether the demand of the union that all the existing workmen may be given part of LTA/LTC as part of allowances for the period 1 April 2021 to 17 November 2021 in synchronization with the rules operational at such period is justified?"

After registering a case on the basis of the reference, notices were sent to the parties and served. Mr. Abhinav S. Kherdikar learned Counsel present for Management. Workman side never appeared. None of the parties filed any Statement of Claim or Written Statement of Defense.

Since, the initial burden to prove its case is on the workman union side, in which it has failed to discharge. Hence, holding the claim of the workman union not proved, the reference stands answered against it.

DATE: 02/02/2026 P. K. SRIVASTAVA, Presiding Officer

नई दिल्ली, 19 जून, 2026

का.आ. 1303.—औद्योगिक विवाद अधिनियम (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार **मेसर्स रोहिणी ट्रांसपोर्ट कॉर्पोरेशन; भिलाई इस्पात प्लांट** के प्रबंधतंत्र के संबद्ध नियोजकों और **श्री संतोष कुमार पांडे** के बीच अनुबंध में निर्दिष्ट **केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, जबलपुर, पंचाट (रिफरेन्स न.-27/2025)** को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 19.06.2026 को प्राप्त हुआ था।

[सं. जेड-16025 / 04 / 2026-आईआर(एम)-59]

सलोनी, उप निदेशक

New Delhi, the 19th June, 2026

S.O. 1303.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award **(Reference No. 27/2025)** of the **Central Government Industrial Tribunal cum Labour Court, Jabalpur** as shown in the Annexure, in the Industrial dispute between the employers in relation to **M/s Rohini Transport Corporation; Bhilai Steel Plant** and **Shri Santosh Kumar Pandey** which was received along with soft copy of the award by the Central Government on 19.06.2026.

[No. Z-16025/04/2026– IR(M)-59]

SALONI, Dy. Director

ANNEXURE

THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL, JABALPUR

NO. CGIT/LC/R/27/2025

Present: P. K. Srivastava, H.J.S.,(Retd.)

Santosh Kumar Pandey

Room No. 10, Block-1, Road-1m

Sector-5, Bhilai Nagar

District-Durg, Chhattisgarh-490006

Workman

Versus

1. M/s. Rohini Transport Corporation
T&D Division, Bhilai Steel Plant
Bhilai, Dist. Durg (CG)-490006

2. Director
Bhilai Steel Plant
Bhilai, Durg, Chhattisgarh-490006

Management

AWARD

(Passed on this 06th day of February - 2026.)

As per letter dated 20/12/2024 by the Deputy Chief Labour Commissioner (Central), Raipur, Government of India, Ministry of Labour, the reference is made to this Tribunal under section-10 of I.D. Act, 1947 as per reference number **RP-8(3-18/2024-ES-III dt. 20/12/2024**. The dispute under reference related to :-

"Whether the demand of the workman for reinstatement and lumpsum relief compensation is justified? If yes, to what all remedies, is the workman entitled to in relation to the present industrial disputes?"

After registering a case on the basis of the reference, notices were sent to the parties and served. Mr. Abhinav S. Kherdikar learned Counsel filed his Vakalatnama on behalf of Management of Bhilai Steel Plant and Mr. K.B. Singh Learned Counsel filed his Vakalatnama on behalf of Management of M/s. Rohini Transport. Workman side never appeared. None of the parties filed any Statement of Claim or Written Statement of Defense.

Since the initial burden to prove the case lies with the workman, and he has failed to discharge this burden, the claim is held to be not proved. Accordingly, the reference is answered against the workman.

DATE: 06/02/2026 P. K. SRIVASTAVA, Presiding Officer

नई दिल्ली, 19 जून, 2026

का.आ. 1304.—औद्योगिक विवाद अधिनियम (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार **भारत पेट्रोलियम कॉर्पोरेशन लिमिटेड** के प्रबंधतंत्र के संबद्ध नियोजकों और **ऑल इंडिया सेंट्रल काउंसिल ऑफ़ ट्रेड यूनियंस (एआईसीसीटीयू)** के बीच अनुबंध में निर्दिष्ट **केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, जबलपुर, पंचाट (रिफरेन्स न.- 52/2025)** को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 19.06.2026 को प्राप्त हुआ था।

[सं. जेड-16025 / 04 / 2026-आईआर(एम)-60]

सलोनी, उप निदेशक

New Delhi, the 19th June, 2026

S.O. 1304.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award **(Reference No. 52/2025)** of the **Central Government Industrial Tribunal cum Labour Court, Jabalpur** as shown in the Annexure, in the Industrial dispute between the employers in relation to **Bharat Petroleum Corp. Ltd.** and **All India central Council of Trade Unions (AICCTU)** which was received along with soft copy of the award by the Central Government on 19.06.2026.

[No. Z-16025/04/2026– IR(M)-60]

SALONI, Dy. Director

ANNEXURE

THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL, JABALPUR

NO. CGIT/LC/R/52/2025

Present: P. K. Srivastava, H. J. S.(Retd)

Bhimrao Bagde
National Vice President
All India central Council of Trade Unions (AICCTU)
Shanti Nagar Ward No. 10, Ambedkar Chowk
Rajnandgaon, Chhattisgarh-491441

Workman

Versus

1. **General Manager**
Territory Co-Ordinator (Retail)
Bharat Petroleum Corp. Ltd.
Shahid Veer Narayan Complex, 1st Floor
Nagar Ghadi Chowk, Civil Lines,
Raipur (CG) 492001
2. **Manager**
Bharat Petroleum Corp. Ltd.
Coco Petrol Pump, B.P. Manki
PO, Tehsil & District Rajnandgaon
Pin - 491441

Management

AWARD

(Passed on this 04th day of February - 2026.)

As per letter dated 27/08/2025 by the Deputy Labour Commissioner (Central), Raipur, Government of India, Ministry of Labour, the reference is made to this Tribunal under Section-10 of I.D. Act, 1947 as per reference number **RLC-8(2-10)/2025-ES.III (ID) dt. 27/08/2025**. The dispute under reference related to :-

> ***"Whether the Termination of Mr. Naresh Kumar Sahu and One other from service w.e.f. 01.08.2023 is legal and justified? If not, to what relief or compensation, the applicants are entitled to and what directions are necessary in the respect and from which date the benefits will be applied?"***

After registering a case on the basis of the reference, notices were sent to the parties and served. Learned Counsel Mr. Kapil Jain learned Counsel filed his Vakalatnama on behalf of B.P.C.L. Workman Union side never appeared. None of the parties filed any Statement of Claim or Written Statement of Defense.

Since, the initial burden to prove its case is on the workman union side, in which it has failed to discharge. Hence, holding the claim of the workman union not proved, the reference stands answered against it.

DATE: 04/02/2026 P. K. SRIVASTAVA, Presiding Officer

नई दिल्ली, 19 जून, 2026

का.आ. 1305.—औद्योगिक विवाद अधिनियम (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार **मेसर्स प्रिज्म सीमेंट लिमिटेड** के प्रबंधतंत्र के संबद्ध नियोजकों और **शीतला प्रसाद मिश्रा (मृतक) का प्रतिनिधित्व श्रीमती कमलेश, धर्मेन्द्र कुमार मिश्र, संजय कुमार मिश्र** के बीच अनुबंध में निर्दिष्ट **केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, जबलपुर, पंचाट (रिफरेन्स न.- 12/2019)** को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 19.06.2026 को प्राप्त हुआ था।

[सं. जेड-16025 / 04 / 2026-आईआर(एम)-61]

सलोनी, उप निदेशक

New Delhi, the 19th June, 2026

S.O. 1305.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award **(Reference No. 12/2019)** of the **Central Government Industrial Tribunal cum Labour Court, Jabalpur** as shown in the Annexure, in the Industrial dispute between the employers in relation to **M/s Prism Cement Limited** and **Shitla Prasad Mishra (Since Deceased) Represented Smt. Kamlesh, Dharmendra Kumar Mishra, Sanjay Kumar Mishra** which was received along with soft copy of the award by the Central Government on 19.06.2026.

[No. Z-16025/04/2026– IR(M)-61]

SALONI, Dy. Director

ANNEXURE

THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL JABALPUR

NO. CGIT/LC/R/12/2019

Present: P. K. Srivastava, H.J.S..(Retd)

Shitla Prasad Mishra (Since Deceased)

Represented by Legal Represnetavies

1. **Smt. Kamlesh**
   Wd/o. Late Shri Sheetla Prasad Mishra
2. **Dharmendra Kumar Mishra**
   S/o. Late Shri Sheetla Prasad Mishra
3. **Sanjay Kumar Mishra**
   S/o. Late Shri Sheetla Prasad Mishra

All LR's R/o. Village Hinauti, Post Sijhatta,
Tehsil Rampur Baghelan, District – Satna (M.P.)

Workman

Versus

Factory Manager

M/s. Prism Cement Limited

(Present Name: Prism Johnson Limited)

Village – Mankahari, Post – Bathia

District Satna (M.P.)

Management

AWARD

(Passed on this 09th day of February - 2026.)

As per letter dated 07/01/2019 by the Government of India, Ministry of Labour, New Delhi, the reference is made to this Tribunal under section-10 of I.D. Act, 1947 as per reference number **L-29012/41/2018-IR(M)** dt. 07/01/2019. The dispute under reference related to :-

"क्या प्रबंधन कारखाना प्रबंधक, प्रिज्म सीमेंट लिमिटेड, सतना (वर्तमान नामः प्रिज्म जॉनसन लिमिटेड) ग्राम मनकहरी पोस्ट बठिया जिला सतना म.प्र. के द्वारा श्री शीतला प्रसाद मिश्रा, आत्मज श्री महेश प्रसाद मिश्रा, भूतपूर्व आपरेटर, की सेवाएं दिनांक 28.01.2018 से समाप्त किये जाने की तथाकथित कार्यवाही सत्य और न्यायोचित है? यदि नहीं, तो संबंधित आवेदक किस अनुतोष के हकदार हैं?"

Notices were sent to the parties after registering a case on the basis of reference. They appeared and filed their respective statements of claims and defense.

During proceedings, the workman died and his legal representatives where brought on record.

Thereafter, the legal representatives filed application stating that after death of the workman Sheetla Prasad Mishra, his legal representatives, Smt. Kamlesh, his widow, Dharmendra Kumar Mishra and Sanjay Mishra his sons and Smt. Anuradha Tiwari, his daughter, have entered into a settlement with the management, they have received a settlement amount Rs. 425000/- by way of Cheque drawn on ICICI Bank, Cheque No. 004023 dated 31.01.2026 which has been handed over to them, today (copy of the cheque on record) as lumpsum amount in lieu of all their claims. It was further requested that the reference be decided in terms of the settlement. The representative of the management also admitted about the settlement and payment of cheque. He has no objection on settlement and passing of Award in the light of settlement.

Since, the dispute has been settled between the parties as per terms of settlement, the reference stands answered in terms of settlement, which shall form part of Award.

DATE: 09/02/2026 P. K. SRIVASTAVA, Presiding Officer

नई दिल्ली, 19 जून, 2026

का.आ. 1306.—औद्योगिक विवाद अधिनियम (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार **लाइफ इन्सुरेंस कॉर्पोरेशन ऑफ़ इंडिया** के प्रबंधतंत्र के संबद्ध नियोजकों और **भारतीय जीवन बीमा निगम कर्मचारी संघ; भारतीय मजदूर संघ इंदौर (बीएमएस)** के बीच अनुबंध में निर्दिष्ट **केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, जबलपुर, पंचाट (रिफरेन्स न.- 18/2025)** को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 19.06.2026 को प्राप्त हुआ था ।

[सं. जेड-16025 / 04 / 2026-आईआर(एम)-62]

सलोनी, उप निदेशक

New Delhi, the 19th June, 2026

S.O. 1306.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award **(Reference No. 18/2025)** of the **Central Government Industrial Tribunal cum Labour Court, Jabalpur** as shown in the Annexure, in the Industrial dispute between the employers in relation to **Life Insurance Corporation of India** and **Bhartiya Jeevan Bima Nigam Karmachari Sangh; Bhartiya Mazdoor Sangh Indore (BMS)** which was received along with soft copy of the award by the Central Government on 19.06.2026.

[No. Z-16025/04/2026– IR(M)-62]

SALONI, Dy. Director

ANNEXURE

THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL, JABALPUR

NO. CGIT/LC/R/18/2025

Present: P. K. Srivastava, H.J.S..(Retd)

1. General Secretary
Bhartiya Jeevan Bima Nigam Karmachari Sangh
594/8, Nehru Nagar, MIG, Thana Main Road
Indore, Madhya Pradesh-452011

2. Head of Department
Bhartiya Mazdoor Sangh Indore (BMS)
37, Bhartiya Mazdoor Sangh Karyalaya
Bakshi Gali, Veer Savarkar Market, Rajbada
Indore, (Madhya Pradesh)-452007

Workman

Versus

General Manager
Life Insurance Corporation of India
Central Regional Office B, Hoshangabad
Road, Bhopal, Dist.-Bhopal Madhya Pradesh

Management

AWARD

(Passed on this 03rd day of February - 2026.)

As per letter dated 27/12/2024 by the Deputy Labour Commissioner (Central), Jabalpur, Government of India, Ministry of Labour, the reference is made to this Tribunal under Section-10 of I.D. Act, 1947 as per reference number **RLC-8(12)2024 dt. 27/12/2024**. The dispute under reference related to :-

"Whether termination from service w.e.f. 01.03.2024 to casual daily wages workers by the Life Insurance Corporation of India from Indore Division and 32 Branches & Settelite Branches of Indore Division is legal and justified ? If not what relief they are entitled to?"

After registering a case on the basis of the reference, notices were sent to the parties and served. Workman Union and Management side never appeared. None of the parties filed any Statement of Claim or Written Statement of Defense.

Since, the initial burden to prove its case is on the workman union side, in which it has failed to discharge. Hence, holding the claim of the workman union not proved, the reference stands answered against it.

DATE: 03/02/2026 P. K. SRIVASTAVA, Presiding Officer

नई दिल्ली, 19 जून, 2026

का.आ. 1307.—औद्योगिक विवाद अधिनियम (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार **मेसर्स श्रीराम लाइफ इंश्योरेंस कंपनी लिमिटेड** के प्रबंधतंत्र के संबद्ध नियोजकों और **श्री अंकित तिवारी** के बीच अनुबंध में निर्दिष्ट **केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, जबलपुर, पंचाट (रिफरेन्स न.- 12/2025)** को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 19.06.2026 को प्राप्त हुआ था।

[सं. जेड-16025/04/2026-आईआर (एम) -63]

सलोनी, उप निदेशक

New Delhi, the 19th June, 2026

S.O. 1307.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award **(Reference No. 12/2025)** of the **Central Government Industrial Tribunal cum Labour Court, Jabalpur** as shown in the Annexure, in the Industrial dispute between the employers in relation to **M/s Shriram Life Insurance Company Limited** and **Shri Ankit Tiwari** which was received along with soft copy of the award by the Central Government on 19.06.2026.

[No. Z-16025/04/2026– IR(M) -63]

SALONI, Dy. Director

ANNEXURE

THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL, JABALPUR (M.P.)

NO. CGIT/LC/R/12/2025
Present: P. K. Srivastava, H.J.S..(Retd)

Ankit Tiwari,
House No. 75, Deepak Society, Chunabhatti,
Bhopal (M.P.) - 462016

Workman

Versues

The Director/Incharge,

M/s Shriram Life Insurance Company Limited,

R/o Arena Square, Scheme No. – 78,

A.B. Road, Indore - 452010

Management

AWARD

(Passed on this 04th day of February, 2026)

As per letter dated 28.01.2025 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. **RLC-8(45)2024** dt. 28.01.2025. The dispute under reference relates to:

"***Whether the termination of the workman Shri Ankit Tiwari by the Management of M/s Shriram Life Insurance Company Limited is justified? If not, what relief the workman is entitled to***?"

Case of the workman is mainly that, he was not paid his rightful dues and other emoluments following his illegal termination by the Management of Shriram Life Insurance Company, he was not paid his full wages for September, 2024 and from October 01, 2024 to October 10, 2024, also he was not paid

compensation for his unused earned and accumulated leave as per company policy and notice period compensation. He has requested that the Management be directed to release his salary for September, 2024, compensation for his unpaid accumulated earned leave, unpaid wages for 01.10.2024 to 10.10.2024 and compensation for dues of the notice period as per employment contract.

Case of the Management is mainly that, the terms of the reference are whether the termination of the Workman is justified and whether the workman is entitled to any relief. Whereas in his statement of claim, the workman has not challenged his termination rather has claimed his unpaid dues. It is further the case of the Management that, the Workman was appointed as Sale Manager on 31.05.2024 and worked with Management till 10.10.2024. He was fully on Managerial Capacity and as a Sale Representative, he was not a Workman under Section 2 (s) of the Act, hence his claim is not maintainable. He was appointed on 31.05.2024 and worked till 10.10.2024. Hence, he had not completed 240 days in any year. Hence, was not entitled to any notice period salary or compensation under Section 25F of the Act. His performance was not up to the mark, he absented himself in September, 2024 without intimation. He leveled false allegations against Management just to cover up his bad performance and unauthorized absence. He was under probation period and he is disengaged during the probation period. Management has thus requested that the reference be answered against the Workman.

The Workman filed some photocopy documents which are his offer of appointment dated 31.05.2024 with two Annexures, his pay slip for August, July, June and September, 2024, his relieving letter from service due to poor performance which are admitted by Management, hence are marked exhibits. He has not filed any affidavit in support of his claim. He never appeared thereafter.

Management has also not filed any affidavit.

At the time of argument also, none appeared for the Workman, hence I have heard argument of the Management Representative Mr. Neeraj Agrawal and have gone through the record.

The first objection taken by Management is that, the Workman is not a workman as defined under Section 2(s) of the Act. According to Management he was appointed on the post of Assistant Manager Sales and has worked there as a Sale Representative. Hence, he was discharging in Managerial capacity thus not a workman. Management has referred to some decisions of Hon'ble Supreme Court in their Written Statement of defense which are as follows:

In support of their submissions that Workman is not a Workman under Section 2(s) of the Act.

Section 2(s) of the Act is being reproduced as follows:-

(s) "workman" means any person (including an apprentice) employed in any industry to do any manual, unskilled, skilled, technical, operational, clerical or supervisory work for hire or reward, whether the terms of employment be express or implied, and for the purposes of any proceeding under this Act in relation to an industrial dispute, includes any such person who has been dismissed, discharged or retrenched in connection with, or as a consequence of, that dispute, or whose dismissal, discharge or retrenchment has led to that dispute, but does not include any such person—

(i) who is subject to the Air Force Act, 1950 (45 of 1950), or the Army Act, 1950 (46 of 1950), or the Navy Act, 1957 (62 of 1957); or

(ii) who is employed in the police service or as an officer or other employee of a prison; or

(iii) who is employed mainly in a managerial or administrative capacity; or (iv) who, being employed in a supervisory capacity, draws wages exceeding

ten thousand rupees per mensem or exercises, either by the nature of the duties attached to the office or by reason of the powers vested in him, functions mainly of a managerial nature

The job offer which has been filed by Workman and is admitted by Management contains two Annexures. Annexure A is his proposed salary and Annexure 2 is the terms of reference. There is no any Certified Standing Order or any requisition filed from the side of Management to indicate about the duties and responsibilities of Assistant Manager Sale in their organization. The Annexure 2 which is about the Job Conditions, also does not mention any detail with respect to his duties and responsibilities. There is

nothing on record to show that the Workman was working under a supervisory capacity, he had not any right to appoint or terminate anybody or take any action against any employee etc.

Section 2 (d) of the Sales Representative and Sales employee Promotion Act is produced as follows:-

(d) "sales promotion employees" means any person by whatever name called (including an apprentice) employed or engaged in any establishment for hire or reward to do any work relating to promotion of sales or business, or both, but does not include any such person—

(i) who, being employed or engaged in a supervisory capacity, draws wages exceeding sixteen hundred rupees per mensem; or

(ii) who is employed or engaged mainly in a managerial or administrative capacity.

Explanation.—For the purposes of this clause, the wages per mensem of a person shall be deemed to be the amount equal to thirty times his total wages (whether or not including, or comprising only of, commission in respect of the continuous period of his service falling within the period of twelve months immediately preceding the date with reference to which the calculation is to be made, divided by the number of days comprising that period of service;

(e) all words and expressions used but not defined in this Act and defined in the Industrial Disputes Act, 1947 (14 of 1947), shall have the meanings respectively assigned to them in that Act.

6. **Application of certain Acts to sales promotion employees**.—

(1) The provisions of the Workmen's Compensation Act, 1923 (8 of 1923), as in force for the time being, shall apply to, or in relation to, sales promotion employees as they apply to, or in relation to, workmen within the meaning of that Act.

(2) The provisions of the Industrial Disputes Act, 1947 (14 of 1947), as in force for the time being, shall apply to, or in relation to, sales promotion employees as they apply to, or in relation to, workmen within the meaning of that Act and for the purposes of any proceeding under that Act in relation to an industrial dispute, a sales promotion employee shall be deemed to include a sales promotion employee who has been dismissed, discharged or retrenched in connection with, or as a consequence of, that dispute or whose dismissal, discharge or retrenchment had led to that dispute.

(3) The provisions of the Minimum Wages Act, 1948 (11 of 1948), as in force for the time being, shall apply to, or in relation to, sales promotion employees as they apply to, or in relation to, employees within the meaning of that Act. 1

(4) The provisions of the Maternity Benefit Act, 1961 (53 of 1961), as in force for the time being, shall apply to, or in relation to, sales promotion employees, being women, as they apply to, or in relation to, women employed, whether directly or through any agency, for wages in any establishment within the meaning of that Act.

(5) The provisions of the Payment of Bonus Act, 1965 (21 of 1965), as in force for the time being, shall apply to, or in relation to, sales promotion employees as they apply to, or in relation to, employees within the meaning of that Act.

(6) The provisions of the Payment of Gratuity Act, 1972 (39 of 1972), as in force for the time being, shall apply to, or in relation to, sales promotion employees as they apply to, or in relation to, employees within the meaning of that Act.

(7) Notwithstanding anything contained in the foregoing sub sections,—

(a) in the application of any Act referred to in any of the said sub-sections to sales promotion employees, the wages of a sales promotion employee for the purposes of such

Act, shall be deemed to be his wages as computed in accordance with the provisions of this Act;

(b) where an Act referred to in any of the said sub-sections provides for a ceiling limit as to wages so as to exclude from the purview of the application of such Act persons whose wages exceed such ceiling limit, such Act shall not apply to any sales promotion employee whose wages as computed in accordance with the provisions of this Act exceed such ceiling limit.

Hence, in the light of above description the Workman is held to be a workman as defined under Section 2(s) of the Act and his claim is held cognizable by this Tribunal.

It is further the case of the Management that since the Workman was under probation compliance of Section 25F of the Act was not necessary. Keeping in view the admitted tenure of the Workman, compliance of Section 25F of the Act is held not required in this case because he had not worked for 240 days in a year. Clause 3 of Annexure B is terms and conditions of his job offer which states that the probation shall be for six months for the date of joining, since undisputedly he joined on 31st May, 2024 and was terminated on 10.10.2024, it is established he was in his probation period when he was terminated.

Clause 14 of the terms and conditions speaks about the termination of services. One of the grounds for termination is due to incapacity. If he is found incompetent for a period of three consecutive months, his services may be terminated without any notice or payment in lieu of notice. Hence, termination of his service in the case in hand cannot be faulted in law if it was without notice or payment in lieu of notice. The Workman himself has filed his pay slip for September, 2024 which shows that he was paid salary for six months, the only dues which is remained unpaid is his salary between the period 01.10.2024 to 10.10.2024 to which he is held entitled. Since, terms and conditions of his job offer do not mention about any leave salary, he is held not entitled to any leave salary as claimed by him.

In the light of above discussion and findings, the reference is answered as follows:

AWARD

Holding the termination of the services of the workman Ankit Tiwari by the Management of M/s Shriram Life Insurance Company Limited legal and justified, he is held entitled to his salary for period 01.10.2024 to 10.10.2024 and also litigation cost Rs. 5,000/- from Management to be paid to him within 60 days from the date of Award, failing which interest @6% per annum from the date of Award till payment.

DATE: 04/02/2026 P. K. SRIVASTAVA, Presiding Officer

नई दिल्ली, 19 जून, 2026

का.आ. 1308.—औद्योगिक विवाद अधिनियम (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार **हाइडेलबर्ग सीमेंट इंडिया लिमिटेड** के प्रबंधतंत्र के संबद्ध नियोजकों और **श्री हरि नारायण पटेल** के बीच अनुबंध में निर्दिष्ट **केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, जबलपुर, पंचाट (रिफरेन्स न.- 51/2025)** को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 19.06.2026 को प्राप्त हुआ था।

[सं. जेड-16025/04/2026-आईआर (एम) -64]

सलोनी, उप निदेशक

New Delhi, the 19th June, 2026

S.O. 1308.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award **(Reference No. 51/2025)** of the **Central Government Industrial Tribunal cum Labour Court, Jabalpur** as shown in the Annexure, in the Industrial dispute between the employers in relation to **Heidelberg Cement India Limited** and **Shri Hari Narayan Patel** which was received along with soft copy of the award by the Central Government on 19.06.2026.

[No. Z-16025/04/2026– IR(M) -64]

SALONI, Dy. Director

ANNEXURE

THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL, JABALPUR

NO. CGIT/LC/R/51/2025

Present: P. K. Srivastava, H.J.S..(Retd)

Hari Narayan Patel
S/o Chaturbhuj Patel
29, Vill.-Umri, Damoh
Madhya Pradesh-470675

Workman

Versus

General Manager
Heidelberg Cement India Limited
Narsingarh, Damoh,
Madhya Pradesh-470675

Management

AWARD

(Passed on this 05th day of February - 2026.)

As per letter dated 20/08/2025 by the Deputy Chief Labour Commissioner (Central), Raipur, Government of India, Ministry of Labour, the reference is made to this Tribunal under section-10 of I.D. Act, 1947 as per reference number **J-2(1-1)/2025-Dy.CLC dt. 20/08/2025**. The dispute under reference related to :-

"Whether the action of the Heidelberg Cement India Limited, Narsinghgarh, Damoh, to terminate the services of the workman Shri Hari Narayan Patel is valid ? If not what relief the workman is entitled for ?

After registering a case on the basis of the reference, notices were sent to the parties and served. Mr. Subodh Agrawal Learned Counsel filed his Vakalatnama on behalf of management. Workman side never appeared. None of the parties filed any Statement of Claim or Written Statement of Defense.

Since the initial burden to prove the case lies with the workman, and he has failed to discharge this burden, the claim is held to be not proved. Accordingly, the reference is answered against the workman.

DATE: 05/02/2026 P. K. SRIVASTAVA, Presiding Officer

नई दिल्ली, 19 जून, 2026

का.आ. 1309.—औद्योगिक विवाद अधिनियम (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार **भिलाई स्टील प्लांट** के प्रबंधतंत्र के संबद्ध नियोजकों और **श्री जीवीएन मूर्ति** के बीच अनुबंध में निर्दिष्ट **केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, जबलपुर, पंचाट (रिफरेन्स न.- 71/2024)** को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 19.06.2026 को प्राप्त हुआ था ।

[सं. जेड-16025 / 04 / 2026-आईआर (एम) -65]

सलोनी, उप निदेशक

New Delhi, the 19th June, 2026

S.O. 1309.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award **(Reference No. 71/2024)** of the **Central Government Industrial Tribunal cum Labour Court, Jabalpur** as shown in the Annexure, in the Industrial dispute between the employers in relation to **Bhilai Steel Plant** and **Shri GVN Murthy** which was received along with soft copy of the award by the Central Government on 19.06.2026.

[No. Z-16025/04/2026– IR(M) -65]

SALONI, Dy. Director

ANNEXURE

THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL, JABALPUR

NO. CGIT/LC/R/71/2024

Present: P. K. Srivastava, H.J.S..(Retd)

GVN Murthy,
Mig – Amdi Nagar Hudco Bhilai,
Durg (C.G.) - 490006

Workman

Versues

The Director In-charge,
Bhilai Steel Plant,
Bhilai, Durg (C.G.) - 490001

Management

AWARD

(Passed on this 05th day of February, 2026)

As per letter dated 15/07/2024 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. **BSP-8(8-11)/2024-ES-III** dt. 15/07/2024. The dispute under reference relates to:

"***Whether the demand of the workman for reinquiry in the present case is justified? If yes, whether he should be allowed to serve the organization (BSP) till such re inquiry concludes?***"

Notices were issued to the parties. They appeared and filed their respective statement of claim and defense.

Case of the workman is mainly that, while he was working with the Management of Bhilai Steel Plant in their office, he was issued a charge sheet on 23.01.2023 with allegations that he committed misconduct under Clause 29 (II) of the Certified Standing Orders of the company by committing fraud with the company property (Identity Cards). Substance of the allegation was that, on 30.12.2022 Five Fake Gate passes were found from the carrier bag which was attached to his motorcycle when he was checked at the gate by the Plant at the time of his exist from the plant which he was not authorized to possess. It is further his case that a Departmental Enquiry was held against him without giving him proper opportunity to defend himself; hence it was a violation of principle of natural justice. The Charges were wrongly found proved in the enquiry record and the removal order passed on the basis of charges on 10.10.2023 as well dismissal of his appeal and review against the removal order is also bad in law. Also, the punishment is disproportionate to the charges, hence the whole action with respect to conduct enquiry and punishment is unjust, mala fide and arbitrary. Hence, requested that his removal order be quashed and be held exonerated from charges with all back wages and benefits.

None appeared for Management in spite of service. Management did not file any written statement of defense. The case proceeded ex parte against the Management.

The workman filed his affidavit as his examination in chief. He further proved documents which he obtained through RTI which are copy of standing orders, charge sheet, enquiry proceeding, enquiry report, punishment memo of departmental appeal, order of appellate authority and memo raising grievance against the order, order of the General Manager on Grievances, memo of the review petition and order of Management on review petition marked as Exhibit W-1 to W-11 respectively. No cross examination has been conducted on behalf of Management.

Management has not filed any evidence.

I have heard ex-parte argument of Learned Counsel Mr. Aditya Singh and have gone through the record.

The reference itself is the issue for determination.

As regards the Departmental Enquiry and punishment, the case of the workman is that he was not given full opportunity to defend himself. He has filed documents relating to departmental enquiry and punishment obtained by him under Right to Information Act. It comes out that a Departmental Enquiry was proposed against him and he was served the charge sheet with memorandum dated 23.01.2023 informing him to file his written statement before the Authority who had signed the memorandum i.e. the General Manager. It was also mentioned in the memorandum if he failed to file his written statement with respect to charges within seven days; the matter may be proceeded ex-parte against him. There is nothing on record to show that the workman filed his written statement against this memorandum.

The statement relating to charge was that on 30.12.2022 his bag was searched and five forged gate passes were in his bag, which is misconduct/fraud under the Certified Standing orders in Clause 29 (II) which is fraud with the company property (Identity Card).

It further comes out on 08.05.2023, the enquiry proceeded, the workman was also present in the enquiry, statement of two witness were recorded who supported the charge and stated that five forged gate passes were found in the cloth bag attached to his motor cycle when it was checked by these witness at the gate on 30.12.2022. The workman asked some questions from the witness who replied, the workman further stated that he never disputed the recovery of these gat passes from his bag, his case is only that he does not known who kept these gate passes in his bag.

Inquiry Officer submitted his report dated 14.07.2023 holding the charge proved against the Workman. The dismissal order has been passed on 10.10.2023 which states that copy of the enquiry report was sent to the Workman for his reply on 18.07.2023 but no reply was received and hence the punishment order was passed, which was removal of workman from service. So as procedure conducting the enquiry is concern, it is established that the workman participated in the enquiry, also it is established before issuing punishment, he was given opportunity of hearing, **so the departmental enquiry cannot be held to be vitiated in law or procedure.**

As regards the finding with respect to prove of charge, the substance of charge is required to be reiterated which is that on search of cloth bag of the workman which was attached to his motorcycle while he was existing from his offices, five forged gate passes were found. Case of the workman is that, the motorcycle was parked at the motorcycle stand and this fact is not disputed. This is also not the case of Department that the bags were cloth bags having locks, there is no evidence in the enquiry indicating it was the workman who put these allegedly forged identity cards in his bag, parking place was accessible to many persons. The workman left the parking place after parking his vehicle and came on that place at the time of his exist. Possibly that when the bags were not locked and the place was accessible to others also, the fake card could have been placed by someone other also cannot be ruled out.

The Enquiry Officer has not considered this aspect in recording his finding. Furthermore, the charge under **Clause 29 (II) constituting misconduct is theft, fraud or dishonesty with the company's business or property.** In this case, according to management it was fraud with respect to company business. When the gate passes are fake they cannot be the company property. When they are not the property of the company, the workman could not held to have committed fraud with property of company. Clause 29 (XXII) of the Certified Standing Orders is being reproduced as follows –

"Transfer of identity card, document, page or permitted to other person or frequent loss thereafter."

This is also misconduct in the Certified Standing Orders. In this case there is no charge against the Workman that he transfers his or anyone's identity card. Hence, this charge also could not be referred against the workman and it has not been revealed by Management.

Though, the settled preposition of law is that, standard of proof required in Departmental Proceeding is not with charge should be proved beyond reasonable doubt but definitely it should be proved logically, there must be at least some logical evidence from which logical interference may be drawn. Such evidence lacks in the case in hand as it has been disclosed earlier.

Hence, the finding of the enquiry officer with respect to prove of charge under **Clause 29 (II) of Certified Standing Order** is held without evidence. Consequently, the punishment on the basis of such evidence is also held vitiated in law.

In the light of circumstances, no re-enquiry or further enquiry is held justified in the case in hand.

As regards to relief, the reference of the case of ***Deepali Guddu Survasee v. Kranti Junior Adhyapak Mahavidyalaya*, (2013) 10 SCC 324 : (2014) 2 SCC (L&S) 184 : 2013 SCC OnLine SC 719** may be taken in this respect.

38. The propositions which can be culled out from the aforementioned judgments are:

38.1. In cases of wrongful termination of service, reinstatement with continuity of service and back wages is the normal rule.

38.2. The aforesaid rule is subject to the rider that while deciding the issue of back wages, the adjudicating authority or the court may take into consideration the length of service of the employee/workman, the nature of misconduct, if any, found proved against the employee/workman, the financial condition of the employer and similar other factors.

38.3. Ordinarily, an employee or workman whose services are terminated and who is desirous of getting back wages is required to either plead or at least make a statement before the adjudicating authority or the court of first instance that he/she was not gainfully employed or was employed on lesser wages. If the employer wants to avoid payment of full back wages, then it has to plead and also lead cogent evidence to prove that the employee/workman was gainfully employed and was getting wages equal to the wages he/she was drawing prior to the termination of service. This is so because it is settled law that the burden of proof of the existence of a particular fact lies on the person who makes a positive averment about its existence. It is always easier to prove a positive fact than to prove a negative fact. Therefore, once the employee shows that he was not employed, the onus lies on the employer to

specifically plead and prove that the employee was gainfully employed and was getting the same or substantially similar emoluments.

38.4. The cases in which the Labour Court/Industrial Tribunal exercises power under Section 11-A of the Industrial Disputes Act, 1947 and finds that even though the enquiry held against the employee/workman is consistent with the rules of natural justice and/or certified standing orders, if any, but holds that the punishment was disproportionate to the misconduct found proved, then it will have the discretion not to award full back wages. However, if the Labour Court/Industrial Tribunal finds that the employee or workman is not at all guilty of any misconduct or that the employer had foisted a false charge, then there will be ample justification for award of full back wages.

38.5. The cases in which the competent court or tribunal finds that the employer has acted in gross violation of the statutory provisions and/or the principles of natural justice or is guilty of victimising the employee or workman, then the court or tribunal concerned will be fully justified in directing payment of full back wages. In such cases, the superior courts should not exercise power under Article 226 or 136 of the Constitution and interfere with the award passed by the Labour Court, etc. merely because there is a possibility of forming a different opinion on the entitlement of the employee/workman to get full back wages or the employer's obligation to pay the same. The courts must always keep in view that in the cases of wrongful/illegal termination of service, the wrongdoer is the employer and the sufferer is the employee/workman and there is no justification to give a premium to the employer of his wrongdoings by relieving him of the burden to pay to the employee/workman his dues in the form of full back wages.

38.6. In a number of cases, the superior courts have interfered with the award of the primary adjudicatory authority on the premise that finalisation of litigation has taken long time ignoring that in majority of cases the parties are not responsible for such delays. Lack of infrastructure and manpower is the principal cause for delay in the disposal of cases. For this the litigants cannot be blamed or penalised. It would amount to grave injustice to an employee or workman if he is denied back wages simply because there is long lapse of time between the termination of his service and finality given to the order of reinstatement. The courts should bear in mind that in most of these cases, the employer is in an advantageous position vis-à-vis the employee or workman. He can avail the services of best legal brain for prolonging the agony of the sufferer i.e. the employee or workman, who can ill-afford the luxury of spending money on a lawyer with certain amount of fame. Therefore, in such cases it would be prudent to adopt the course suggested in Hindustan Tin Works (P) Ltd. v. Employees [Hindustan Tin Works (P) Ltd. v. Employees, (1979) 2 SCC 80 : 1979 SCC (L&S) 53] .

38.7. The observation made in J.K. Synthetics Ltd. v. K.P. Agrawal [(2007) 2 SCC 433 : (2007) 1 SCC (L&S) 651] that on reinstatement the employee/workman cannot claim continuity of service as of right is contrary to the ratio of the judgments of three-Judge Benches [Hindustan Tin Works (P) Ltd. v. Employees, (1979) 2 SCC 80 : 1979 SCC (L&S) 53] , [Surendra Kumar Verma v. Central Govt. Industrial Tribunal-cum-Labour Court, (1980) 4 SCC 443 : 1981 SCC (L&S) 16] referred to hereinabove and cannot be treated as good law. This part of the judgment is also against the very concept of reinstatement of an employee/workman.

In the light of principles of law laid down in the case in instant case, the workman is held entitled to be reinstated from the date of order of his removal with all back wages and consequential benefits and to be deemed in continuous service of the Management.

Accordingly, the reference is answered as follows.

AWARD

Holding the demand of the workman for re-inquiry in the present case is not required in the case in hand. The Workman is held entitled to be reinstated from the date of order of his removal with all back wages and consequential benefits and to be deemed in continuous service of the Management.

No order as to cost.

DATE: 05/02/2026 P. K. SRIVASTAVA, Presiding Officer

नई दिल्ली, 19 जून, 2026

का.आ. 1310.—औद्योगिक विवाद अधिनियम (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार **फेरो स्क्रैप निगम लिमिटेड** के प्रबंधतंत्र के संबद्ध नियोजकों और **फेरो स्क्रैप निगम लिमिटेड श्रमिक संघ** के बीच अनुबंध में निर्दिष्ट **केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, जबलपुर, पंचाट (रिफरेन्स न.- 04/2025)** को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 19.06.2026 को प्राप्त हुआ था।

[सं. जेड-16025/04/2026-आईआर (एम) -66]

सलोनी, उप निदेशक

New Delhi, the 19th June, 2026

S.O. 1310.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award **(Reference No. 04/2025)** of the **Central Government Industrial Tribunal cum Labour Court, Jabalpur** as shown in the Annexure, in the Industrial dispute between the employers in relation to **Ferro Scrap Nigam Ltd.** and **FSNL Shramik Sangh** which was received along with soft copy of the award by the Central Government on 19.06.2026.

[No. Z-16025/04/2026– IR(M) -66]

SALONI, Dy. Director

ANNEXURE

THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL, JABALPUR

NO. CGIT/LC/R/04/2025

Present: P. K. Srivastava, H.J.S..(Retd)

President
FSNL Shramik Sangh Bhilai
6/B, D-Pocket, Maroda Sector
Bhilai-490001

Workman

Versus

Ferro Scrap Nigam Ltd.
FSNL Bhawan, Equipment Chowk
Central Avenue, Post Box No. 37
Bhilai-490001, Chhattisgarh

Management

AWARD

(Passed on this 06th day of February - 2026.)

As per letter dated 02/01/2025 by the Deputy Chief Labour Commissioner (Central), Raipur, Government of India, Ministry of Labour, the reference is made to this Tribunal under section-10 of I.D. Act, 1947 as per reference number **RP-8(3-25)/2024ES.III (ID) dt. 02/01/2025**. The dispute under reference related to :-

"1. Whether the Charter of demands of the union is justified ? If yes, to what all remedies is the workmen entitled to?

2. Whether the medical facilities may be extended to the family members of the casual labours ?"

After registering a case on the basis of the reference, notices were sent to the parties and served. Mr. Arun Patel learned Counsel filed his Vakalatnama on behalf of Management. Workman side never appeared. None of the parties filed any Statement of Claim or Written Statement of Defense.

Since, the initial burden to prove its case is on the workman union side, in which it has failed to discharge. Hence, holding the claim of the workman union not proved, the reference stands answered against it.

DATE: 06/02/2026 P. K. SRIVASTAVA, Presiding Officer

नई दिल्ली, 19 जून, 2026

का.आ. 1311.—औद्योगिक विवाद अधिनियम (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार **अल्ट्राटेक सीमेंट लिमिटेड, हिरमी सीमेंट वर्क्स; मेसर्स सत्यम कंस्ट्रक्शन कंपनी** के प्रबंधतंत्र के संबद्ध नियोजकों और **श्री राजेंद्र कुमार वर्मा** के बीच अनुबंध में निर्दिष्ट **केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, जबलपुर, पंचाट (रिफरेन्स न.- 48/2025)** को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 19.06.2026 को प्राप्त हुआ था।

[सं. जेड-16025 / 04 / 2026-आईआर (एम) -68]

सलोनी, उप निदेशक

New Delhi, the 19th June, 2026

S.O. 1311.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award **(Reference No. 48/2025)** of the **Central Government Industrial Tribunal cum Labour Court, Jabalpur** as shown in the Annexure, in the Industrial dispute between the employers in relation to **Ultratech Cement Ltd. Hirmi Cement Works; M/s. Sathyam Construction Company** and **Shri Rajendra Kumar Verma** which was received along with soft copy of the award by the Central Government on 19.06.2026.

[No. Z-16025/04/2026– IR(M) -68]

SALONI, Dy. Director

ANNEXURE

THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL, JABALPUR

NO. CGIT/LC/R/48/2025

Present: P.K.Srivastava, H.J.S..(Retd)

Rajendra Kumar Verma
S/o Shri Pardeshi Ram Verma
Village- Alda, Ward No. 7, Post Tulsi
Manpur, Thana Tilda Nevra
Distt.-Balodabazar (CG)-493195

Workman

Versus

1. **Unit Head**
   Ultratech Cement Ltd. Hirmi Cement
   Works, Post Hirmi, Tehsil Simga,
   Distt.-Balodabazar (CG)-493195

2. M/s. Sathyam Construction Company

Contractor of Ultratech Cement Works

Distt.-Balodabazar (CG)-493195

Management

AWARD

(Passed on this 06th day of February - 2026.)

As per letter dated 24/07/2025 by the Regional Labour Commissioner (Central), HQ, Government of India, Ministry of Labour, the reference is made to this Tribunal under Section-10 of I.D. Act, 1947 as per reference number **24(08)/2025-IR dt. 24/07/2025**. The dispute under reference related to :-

"Whether the action of the management of M/s. Sathyam Construction Company, Contractor of Ultratech Cement Ltd, Distt-Balodabazar to terminate the services of Shri Rajendra Kumar Verma is illegal and unjustified in the eye of law or not ? If yes, what relief the workers are entitled to ?"

After registering a case on the basis of the reference, notices were sent to the parties and served. Mr. Uttam Maheshwari learned Counsel filed his Vakalatnama on behalf of Management of Ultratech Cement Ltd. Workman side never appeared. None of the parties filed any Statement of Claim or Written Statement of Defense.

Since the initial burden to prove the case lies with the workman, and he has failed to discharge this burden, the claim is held to be not proved. Accordingly, the reference is answered against the workman.

DATE: 06/02/2026 P. K. SRIVASTAVA, Presiding Officer

नई दिल्ली, 19 जून, 2026

का.आ. 1312.—औद्योगिक विवाद अधिनियम (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार **फेरो स्क्रैप निगम लिमिटेड** के प्रबंधतंत्र के संबद्ध नियोजकों और **फेरो स्क्रैप निगम लिमिटेड श्रमिक संघ** के बीच अनुबंध में निर्दिष्ट **केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, जबलपुर, पंचाट (रिफरेन्स न.- 01/2025)** को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 19.06.2026 को प्राप्त हुआ था।

[सं. जेड-16025 / 04 / 2026-आईआर(एम) -69]

सलोनी, उप निदेशक

New Delhi, the 19th June, 2026

S.O. 1312.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award **(Reference No. 01/2025)** of the **Central Government Industrial Tribunal cum Labour Court, Jabalpur** as shown in the Annexure, in the Industrial dispute between the employers in relation to **Ferro Scrap Nigam Ltd.** and **FSNL Shramik Sangh** which was received along with soft copy of the award by the Central Government on 19.06.2026.

[No. Z-16025/04/2026– IR(M)-69]

SALONI, Dy. Director

ANNEXURE

THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL, JABALPUR

NO. CGIT/LC/R/01/2025

Present: P. K. Srivastava, H.J.S..(Retd)

President
FSNL Shramik Sangh Bhilai
6/B, D-Pocket, Maroda Sector
Bhilai-490001, District Durg
Chhattisgarh-490001

Workman

Versus

Ferro Scrap Nigam Ltd.
FSNL Bhawan, Equipment Chowk
Central Avenue, Post Box No. 37
Bhilai-490001, Chhattisgarh

Management

AWARD

(Passed on this 06th day of February - 2026.)

As per letter dated 02/01/2025 by the Deputy Chief Labour Commissioner (Central), Raipur, Government of India, Ministry of Labour, the reference is made to this Tribunal under section-10 of I.D. Act, 1947 as per reference number **RP-8(3-25)/2024ES.III (ID) dt. 02/01/2025**. The dispute under reference related to :-

"1. Whether the Charter of demands of the union is justified ? If yes, to what all remedies is the workmen entitled to?

2. Whether the medical facilities may be extended to the family members of the casual labours ?"

After registering a case on the basis of the reference, notices were sent to the parties and served. Mr. Arun Patel learned Counsel filed his Vakalatnama on behalf of Management. Workman side never appeared. None of the parties filed any Statement of Claim or Written Statement of Defense.

Since, the initial burden to prove its case is on the workman union side, in which it has failed to discharge. Hence, holding the claim of the workman union not proved, the reference stands answered against it.

DATE: 06/02/2026 P. K. SRIVASTAVA, Presiding Officer

नई दिल्ली, 19 जून, 2026

का.आ. 1313.—औद्योगिक विवाद अधिनियम (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार **फेरो स्क्रैप निगम लिमिटेड** के प्रबंधतंत्र के संबद्ध नियोजकों और **श्री सरबजीत सिंह** के बीच अनुबंध में निर्दिष्ट **केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, जबलपुर, पंचाट (रिफरेन्स न.- 02/2025)** को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 19.06.2026 को प्राप्त हुआ था।

[सं. जेड-16025/04/2026-आईआर(एम)-70]

सलोनी, उप निदेशक

New Delhi, the 19th June, 2026

S.O. 1313.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award **(Reference No. 02/2025)** of the **Central Government Industrial Tribunal cum Labour Court, Jabalpur** as shown in the Annexure, in the Industrial dispute between the employers in relation to **Ferro Scrap Nigam Ltd.** and **Shri Sarabjeet Singh** which was received along with soft copy of the award by the Central Government on 19.06.2026.

[No. Z-16025/04/2026– IR(M)-70]

SALONI, Dy. Director

ANNEXURE

THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL, JABALPUR

NO. CGIT/LC/R/02/2025
Present: P.K.Srivastava, H.J.S..(Retd)

Sarabjeet Singh

Near Block Road, Sundargarh

Odisha - 770037

Workman

Versus

General Manager (P&A)

Ferro Scrap Nigam Limited, Bhilai

Central Avenue, Sector-1, Equipment Chowk

Bhilai, District Durg Chhattisgarh-490001

Management

AWARD

(Passed on this 06th day of February - 2026.)

As per letter dated 27/12/2024 by the Deputy Chief Labour Commissioner (Central), Raipur, Government of India, Ministry of Labour, the reference is made to this Tribunal under section-10 of I.D. Act, 1947 as per reference number **RP-8(3-22)/2024-ES.III (ID) dt. 27/12/2024**. The dispute under reference related to :-

"Whether the applicant is workman under section 2(s) of ID act 1947 ? If yes, whether the demand of the workman for lumpsum relief payment of Rs Two Lakhs Fifty Thousand only (Rs. 2.5 lakhs only) justified ? And, to what other remedies is the applicant entitled to ?"

After registering a case on the basis of the reference, notices were sent to the parties and served. Mr. Arun Patel learned Counsel filed his Vakalatnama on behalf of Management. Workman side never appeared. None of the parties filed any Statement of Claim or Written Statement of Defense.

Since the initial burden to prove the case lies with the workman, and he has failed to discharge this burden, the claim is held to be not proved. Accordingly, the reference is answered against the workman.

DATE: 06/02/2026 P. K. SRIVASTAVA, Presiding Officer

नई दिल्ली, 19 जून, 2026

का.आ. 1314.—औद्योगिक विवाद अधिनियम (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार **भिलाई स्टील प्लांट, सेल** के प्रबंधतंत्र के संबद्ध नियोजकों और **श्री धीरेंद्र सिंह** के बीच अनुबंध में निर्दिष्ट **केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, जबलपुर, पंचाट (रिफरेन्स न.- 33/2017)** को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 19.06.2026 को प्राप्त हुआ था।

[सं. एल-26012 / 12 / 2016-आईआर(एम)]

सलोनी, उप निदेशक

New Delhi, the 19th June, 2026

S.O. 1314.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award **(Reference No. 33/2017)** of the **Central Government Industrial Tribunal cum Labour Court, Jabalpur** as shown in the Annexure, in the Industrial dispute between the employers in relation to **Bhilai Steel Plant, SAIL** and **Shri Dhirendra Singh** which was received along with soft copy of the award by the Central Government on 19.06.2026.

[No. L-26012/12/2016–IR(M)]

SALONI, Dy. Director

ANNEXURE

THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL,
JABALPUR, (M.P.)

NO. CGIT/LC/ R/33/2017
Present: P. K. Srivastava, H.J.S..(Retd)

1. **Shri Dhirendra Singh,**
S/o Late Chhedi Singh,
Ex-Sr. Operator-cum-Technician,
H. No. 398, Ward No. 22, Camp-1,
Bhilai, PO. Supela,
District Durg (C.G.) - 490023

(Dead represented through its LR's)

1/1. **Nirmala Kumari Singh, age 60 years,**
W/o late Dhirendra Singh
R/o- Shanti Nagar Bhilai-3,
Tehsil Patan, District Durg (C.G.)

1/2. Ranjit Singh, Age-43 years
S/o Late Dhirendra Singh
R/o- Sector-9, Bhilai,
District Durg (C.G.)

1/3. Mrs. Reena Mahato, age 41 years,
W/o Sant Kumar Mahato,
Jashpur Nagar, District Jashpur (C.G.)

1/4. Neelam Ashish Sutar, Age - 39 years,
W/o Ashish Mohan Lal Sutar
R/o- Andheri East, Mumbai (Maharashtra)

1/5. Rishi Kumar Singh
Age – 36 years
S/o- Late Dhirendra Singh
R/o- Shanti Nagar, Bhilai,
District Durg (C.G.)

1/6. Kamini Kumari Singh
Age- 34 years,
W/o- Rajeev Ranjan Singh,
R/o- Airport Road, Bangalore

Workman

V/s

1. The Chief Executive Director,
M/s Bhilai Steel Plant, SAIL,
P/o Bhilai, District Durg (C.G.)-490001

Management

JUDGMENT

(Passed on this 04th day of February, 2026)

As per letter dated ***24/03/2017*** by the Government of India, Ministry of Labour, New Delhi, the reference has been made to this Tribunal under ***Section-10 of Industrial Disputes Act, 1947*** (in short the '***Act'***) as per Notification ***No. L-26012/12/2016-IR(M)*** dt. ***24/03/2017***. The dispute under reference relates to:-

"Whether the action of the management in 'Removal from service which does not disqualify for future employment' of the ex-employee is just, proper and legal? If not, to what relief the ex-employee is entitled to?"

After registering the case on the basis of reference, notices were issued to the parties. They appeared and filed their respective statement of claim in defense.

The case of the workman is mainly that he was appointed by the Steel Authority of India on 26.12.1988 on the post of Senior Operator-cum-Technician and was working till he was issued a charge sheet by management on 15.06.2013 under clause 29(ii) and 29(iv) of Certified Standing Orders, he replied the charge sheet. The management conducted departmental enquiry and he was removed from service vide order dated 13.01.2015 with a note that this removal will not disqualify him for future employment. He submitted an Appeal before the Appellate Authority i.e. General Manager, which was dismissed vide his order dated 13.05.2015. Thereafter, he submitted a Second Appeal to the Chief Executive Officer on

30.05.2015 which remained pending with him. Then he raised a dispute before the concerned Assistant Labour Commissioner (Central) at Raipur on failure of conciliation, the reference was sent by Appropriate Government to this Tribunal.

According to the workman, his father was an employee of management who was declared unfit on medical grounds. As per rules, name of the workman as his dependant son, was sponsored by him for the appointment on compassionate basis on the ground of medical unfitness of his father and he was appointed thereafter by management. Since then, he had been working diligently and honestly. According to the workman, the departmental enquiry was conducted hurriedly, he was only kept outside of the room where enquiry proceeded and was asked to sign papers without his knowledge. Charges were held wrongly proved against him and punishment is unjustified. He has prayed to set-aside his termination, he be reinstated with all back-wages and benefits.

Management has taken a case that the workman Dhirendra Singh was appointed as a Senior Technician on 26.12.1988 on compassionate basis on the ground of medical incapacity of his father who was an employee of management. He was regularized on 30.12.1989. He was issued a charge sheet on 15.06.2013 with following allegations of misconduct under clause 29(ii) and 29(iv) of standing order with following allegations:-

I. Committing fraud or dishonesty with the business of the company.

II. Furnishing wrong details with respect to age at the time of appointment.

According to management, the workman had disclosed his date of birth as 06.08.1964 whereas date of birth of his younger brother, Bahadur Singh was mentioned as 01.06.1957. Date of birth of the workman was found 01.08.1954 in different registers of schools. Also that the workman did not furnish information regarding the factum of employment of his younger brother, Bahadur Singh with the management in the Declaration of Family Members Form and other required documents. Further, Reena Singh who is the daughter of workman, Dhirendra Singh was married in 2008, the workman kept her name in the list of his dependants till June, 2012 in his service records. The workman submitted his reply dated 25.06.2013, management decided to conduct an enquiry with respect to charges vide order dated 06.07.2013. Thus, enquiry was conducted legally and properly, giving the workman full opportunity to defend himself. He cross-examined the management witness produced during the enquiry. He filed his evidence and examined witnesses . The Enquiry Officer submitted his enquiry report holding the charges proved vide his report dated 15.06.2013. A show cause notice dated 26.12.2014 was issued to the workman and after his reply on the show cause notice was found not satisfactory, the management passed the impugned order of his removal from service on 13.01.2015. Appeal against this order was also dismissed. It is the case of management that the charges were rightly held proved and the punishment is proportionate to the charges.

Following Issues were framed vide order dated 05.10.2021, on the basis of pleadings:-

1) Whether the enquiry conducted is legal and proper?

2) Whether the charge is proved against workman on the basis of enquiry?

3) Whether punishment is proportionate to the charge?

Issue No.1, was not pressed by workman hence, on the basis of record, it was decided in favour of management holding the departmental enquiry legal and proper. This order is part of this judgment.

The workman filed his affidavit and was cross-examined, he also examined his witness and proved documents Ex-W/1 to Ex-W/19, the management also examined its witness. The departmental enquiry papers were also filed by management. Parties have further filed documents, shall be referred to as and when require.

I have heard argument of Learned Counsel for workman Mr. Pranay Choubey and Mr. R.C. Shrivastava, Learned Counsel for management. Parties have preferred written submission also which is part of record. I have gone through the written submission and record as well.

It is pertinent to mention here that during proceedings, the workman died and his legal representatives have been brought on record.

Issue No. 2,

Learned Counsel for management has submitted that the settled proposition of law with respect to proof of charges in a departmental enquiry is that the charge need not be proved beyond reasonable doubt as it is required in criminal trials. He further submits that workman was charged on three accounts ***firstly***, misinformation with respect to his age and date of birth, ***secondly***, concealing the factum of employment of his brother with the management for seeking compassionate appointment on the basis of medical unfitness of his father and ***thirdly***, continuing the name of his daughter in the list of his dependant in his service record ever after her marriage. Learned Counsel further submits that all the charges have been held proved by the Enquiry Officer and this finding is supported by documents as well statements.

Learned Counsel for workman has submitted that management has only filed certain documents which has not been admitted by the workman with respect to charge No. 1 which is related to wrong information with respect to age and date of birth of workman, only filing of documents without getting them proved will not prove this charge as per law that too when such documents are disputed by the workman. He further submits that the Enquiry Officer himself had held this charge not proved but the Disciplinary Authority disagreed with this finding of Enquiry Officer without assigning any reason hence, this agreement of the Disciplinary Authority with the finding of Enquiry Officer when it is without reason has no force of law.

From perusal of record, it comes out that management filed certain documents relating to education of the workman in Chhattisgarh in which his date of birth was recorded as 01.08.1954, no witness has been examined by management to prove these documents which according to management, relate to his date of birth 01.08.1954. Case of the workman is that infact, his date of birth is 06.08.1964. It is not disputed between the parties that date of birth of his younger brother has been recorded 01.06.1957. It is quite natural that the date of birth of younger brother will be lesser than the date of birth of elder brother which is not in the case in hand, so there is some discrepancy with respect to date of birth of the workman when it is shown lesser then that of his younger brother. It is common knowledge that date of births are recorded in educational institutions on the basis of documents/information provided by guardians of students or children who get admitted in the institution has no role in this process. If we take into account the fact that naturally the workman being elder brother would be older in date of birth with respect to date of birth of his younger brother which is 01.06.1957, it may be considered that there is some concealment or manipulation with respect to date of birth of workman. So, even the documents relating to date of birth of the workman as stated by management have not been proved according to law, it can safely be inferred that there is concealment on the part of the workman with regards to his date of birth. Hence, this charge is held proved and **finding of Enquiry Officer with respect to this charge cannot be held to be perverse**.

As regards, the **second charge**, non-mentioning of employment of his brother while seeking appointment on compassionate grounds due to medical unfitness of father is not disputed. The workman side has taken a case that the brother who was in employment at that time, had separated himself from the family and was ousted from family. Even if, it is assumed that the brother who was in employment ceased to be member of family as he had no relationship with the family, the workman was under obligation to mention this fact in his Application Form or inform the management at the time of seeking appointment. **Thus, finding of Enquiry Officer with respect to this charge cannot be held to be perverse**.

As regards, the **third charge**, which is continuing the name of his daughter by the workman in his service record even after she got married, this is the matter of record which is proved on record **hence, this charge has also been correctly held proved by the Enquiry Officer.**

Issue No. 2 is answered accordingly.

Issue No. 3,

As regard to punishment, the case of the workman is that punishment is excessive. Learned Counsel has submitted that there is nothing to show that the workman took any benefit with respect to his daughter after she became disentitled to be his dependant hence, it was a simple accidental mistake on the

part of workman. The second submission is that even if, it is assumed that the workman furnished wrong information with respect to his age and date of birth, the management is at liberty to superannuate him on the basis of date of birth which it finds correct, this cannot be a ground for dismissal from service or disqualified from getting service when there has no age bar with respect to appointment.

Learned Counsel has further submitted that the workman was appointed on compassionate basis in the year 1988 and has an otherwise unblemished service record till the date of his removal from service w.e.f. 13.01.2015. There have been incidents, where the management has granted appointment on compassionate basis on medical unfitness, in those cases also where one dependant of the unfit workman was already working with management at the time. Learned Counsel for workman has further submitted that the workman side has filed affidavit on 28.03.2025 in which he stated that his colleague Ramgati was appointed on compassionate basis as dependant of his medically unfit father whose employee number was 897515, though, his brother Ramkewal was already working with the management at that time, he has filed an order of management dated 22.10.1999 in this respect, where name of Ramgati is mentioned at S.No. 10 and the name of the workman is mentioned at S.No. 13, this copy list is annexure to the affidavit. It is further stated in the affidavit that the application under Right to Information Act seeking details of employment of Ramgati were turned down by management.

It comes out from record that management was directed to file employment document of Ramgati vide order of this Tribunal. The affidavit of one Sikander Indoria, Deputy Manager alongwith supplementary affidavit dated 03.05.2025 and 16.06.2025 were filed, in which it was stated that this Ramgati has superannuated and his document with respect to her employment are not available at present with the management. This affidavit of management does not deny the employment of Ramgati on compassionate basis as claimed by the workman and the fact alleged by workman that brother of Ramgati was already working with management when Ramgati was appointed on compassionate basis as dependant son of his medically unfit father.. It also states that this Ramgati has superannuated after completing the age of superannuation.

Learned Counsel for the workman has submitted that this workman is also entitled to parity with this Ramgati.

Learned Counsel for management has referred to judgment of ***Hon'ble Supreme Court in the case of Standard Chartered Bank v/s R.C. Shrivastava, (2021) 19 SCC 281***, in which it has been led down that when it is found that domestic enquiry was fair and proper, the Tribunal has very limited jurisdiction to interfere with unless there is apparent perversity in finding fact or violation of principles of natural justice or punishment proposed is disproportionate.

In my considered view, punishment of removal from service after unblemished service record of more than 25 years, on the ground of discrepancy in age or date of birth or failure in deletion of name of his daughter even after her marriage, when it is established that no punishment on the basis of dependency of the daughter was claimed by the workman, could not be sufficient for removal. In light of the fact that there was no age bar for applying appointment on compassionate basis, the management is always at liberty to superannuate the workman on the basis of his date of birth which it finds correct. As regards punishment with respect to the third charge which is concealment regarding information of employment of his brother by the workman while seeking appointment as dependant of medically unfit father. It is established that management has done this in other cases also and allowed such other workmen to continue in service during their superannuation hence, singling out the case of the present workman for punishment is against Rule of Parity.

Furthermore, Learned Counsel for management has referred to memorandum agreement dated 25.05.1983, Clause 7.16, provides that Employment would be provided to one ***dependant*** (**emphasis supplied**) of workers disabled permanently and those who meet with death. One dependant of the retiring employee would be provided employment, but in case of TISCO, the same would be subject to their certified Standing Orders. Learned Counsel for management has further referred to letter sent by Mr. M.R.R. Nair, Director (Personnel) on 14.08.1984 in which it has been mentioned that the rationale behind the provision of NJCS is that if an employee who has served the company meets with a work accident and

becomes permanently disabled or meet with death, he, after such permanent disability, or the family after his death, should not be left without assistance. This already met if one dependant of the employee is already in the employment of the company. It would not therefore be necessary to provide employment to an additional dependant. It further mentions that only the husband/wife or **dependant children** will be given such appointments.

Learned Counsel for workman has submitted that this Communication and Standing Order as mentioned above, does not fully disentitle a dependant son of a medically unfit employee to seek appointment on compassionate grounds even if, another son of the said employee is working and in this case, it is not disputed that the brother of the workman who was working at that time did not have any relation with the family of his father and hence was not dependent.

Learned Counsel for management has referred to a judgment of ***Hon'ble Supreme Court, SAIL & Another v/s Awadesh Singh & Ors., (2001) 10 SCC 621***, paragraphs 4, 5, 6, 7 & 8 of the Judgment are being reproduced as follows:-

> ***"4. Under the memorandum of agreement it appears the language used is: "In case of death or permanent total disablement due to accident arising out of and in course of employment, employment to one of his/her direct dependants will be provided." SAIL, on the of some (sic the same) issued a letter on 14-8-1984, clarifying the position that if any of the dependants (wife/husband or children) of the employee is already employed, no other dependant would be employed in case of death of the employee under such memorandum of agreement. The High Court appears to have taken the view that the language used in clause 3.4.5.1 of the memorandum of agreement is not susceptible of that construction and therefore even if the dependant of the deceased may be in service that would not debar any other dependant from claiming such compassionate appointment and would require the employer to give such appointment. SAIL, therefore assails the aforesaid view of the High Court in this batch of appeals.***
>
> ***5. It is contended by the counsel appearing for SAIL that the provision referred to in the memorandum of agreement read with the circular letter of SAIL dated 14-8-1984 makes it explicitly clear that the question of compassionate appointment would arise if none of the dependants of the deceased is already in service. The learned counsel appearing for the respondents, on the other hand, contended that if any of the dependants is already in service on his own merit, that should not be a bar for seeking relief by other dependants of the deceased under the Compassionate Employment Scheme and as such the impugned decision of the High Court would remain unassailable.***
>
> ***6. Having regard to the submissions made by the learned counsel for both parties, the only question that crops up for our consideration is whether under the memorandum of agreement it is permissible for a dependant of the deceased to claim an appointment on compassionate ground, even when some other dependant of the deceased is already in service. Be it stated that the memorandum of agreement in question is not a statutory scheme and therefore would be unenforceable in an application under Article 226 of the Constitution of India. The memorandum of agreement for appointment on compassionate ground had been evolved by the employer so that on the sudden death of an employee his dependants would not be on the road as destitutes and can maintain themselves if an appointment is given to any one of the dependants of the deceased. Such a Scheme cannot at all be conceived if some other dependant of the deceased is already in service. The very purpose for which such Scheme had been evolved would get frustrated if a claim on priority basis is made by a dependant of the deceased notwithstanding the fact that the other dependant of the deceased is already in service. In this view of the matter we are unable to sustain the decision of the Patna High Court in the impugned judgments. It may be stated that a Bench of this Court has already taken a similar view in the case of S. Mohan v. Govt. of T.N. with which we have our respectful concurrence.***

7. In the aforesaid premises, the impugned judgments of the Patna High Court stand set aside and these appeals are allowed.

8. In course of hearing, an apprehension was pointed out by the counsel appearing for the respondents that if some such compassionate appointments have already been made, the authority may take recourse to getting recovery of the salary that has been paid to such compassionate appointees. We make it clear that the employer would not be entitled to take resort to that course of action and no recovery would be made in such event."

This judgment itself speaks that an apprehension was pointed out by the counsel for the workman before Hon'ble Supreme Court at the time of hearing that the authority may take recourse to get recovery of salary, paid to such compassionate appointees, the Hon'ble Apex Court made it clear that employer would not be entitled to take resort to that course of action in such an event, these lines spell the spirit of the Judgment.

Hence, in the light of above discussion and findings, the punishment of dismissal awarded to the workman is held excessive and is liable to be set aside.

Issue No. 3 stands answered accordingly.

No other point was pressed.

In light of above discussion and findings, the reference is answered as follows.-

AWARD

"Holding the action of the management in 'Removal from service which does not disqualify for future employment' of the ex-employee is unjust and improper, the workman stands reinstated on the date of his removal with all benefits. The management is at liberty to superannuate him on the basis of date of birth of the workman which it finds correct."

No order as to cost.

DATE: 04/02/2026 P. K. SRIVASTAVA, Presiding Officer

नई दिल्ली, 19 जून, 2026

का.आ. 1315.—औद्योगिक विवाद अधिनियम (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार **मेसर्स इंडियन ऑयल कॉर्पोरेशन लिमिटेड; मेसर्स टेक सपोर्ट इंफ्रास्ट्रक्चर प्राइवेट लिमिटेड** के प्रबंधतंत्र के संबद्ध नियोजकों और **भारतीय केमिकल्स मज़दूर संघ** के बीच अनुबंध में निर्दिष्ट **केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, जबलपुर, पंचाट (रिफरेन्स न.- 56/2020)** को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 19.06.2026 को प्राप्त हुआ था।

[सं. एल-30011 / 14 / 2020-आईआर(एम)]

सलोनी, उप निदेशक

New Delhi, the 19th June, 2026

S.O. 1315.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award **(Reference No. 56/2020)** of the **Central Government Industrial Tribunal cum Labour Court, Jabalpur** as shown in the Annexure, in the Industrial dispute between the employers in relation to **M/s Indian Oil Corporation Ltd; M/s Tech Support Infrastructure Pvt. Ltd.** and **Bhartiya Chemicals Mazdoor Sangh** which was received along with soft copy of the award by the Central Government on 19.06.2026.

[No. L-30011/14/2020–IR(M)]

SALONI, Dy. Director

ANNEXURE

THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL, JABALPUR

NO. CGIT/LC/R/56/2020

Present: P. K. Srivastava, H.J.S..(Retd)

The General Secretary,
Bhartiya Chemicals Mazdoor Sangh Singrauli
B-145, Sector B & C, Dudhichua,
Post -Dudhichua, Singrauli(MP)- 486888.

Workman

Versues

1. **The Chief Manager,**
   M/s Indian Oil Corporation Ltd.,
   BG Group Explosives,
   SMS Plant Jayant, Post - Jayant,
   District - Singrauli(MP)Pin Code -486890
2. **M/s Tech Support Infrastructure Pvt. Ltd.,**
   Camp-1OCL, BG Group Explosives,
   District - Singrauli (MP) - 486890.

Management

AWARD

(Passed on this 16th day of March, 2026)

As per letter dated 24.08.2020 by the Government of India, Ministry of Labour, New Delhi, the reference is made to this Tribunal under Section-10 of Industrial Disputes Act, 1947 (in short the 'Act') as per Notification No. L-30011/14/2020-IR(M) dt. 24.08.2020. The dispute under reference relates to:

"Whether the action of non-applicant No. 1 [Indian Oil Corporation Limited-1] and /or Non-applicant No. 02 [Tech Support Infrastructure Private Limited] in denying to fulfill the demands of point No. 1, 8, 10, 11, 12, 13, 14, 15, 17, 18, 20, 22, 23 24, 25, 26, 27, 28, 29, 31, 32, 34 & 35 raised in charter of demands represented by Bhartiya Chemicals Mazdoor Sangh Singrauli [applicant union] is justified? If no, what benefits the workers are entitled for?"

The case of the workman Union is mainly that, they are a recognized Union and the Applicant is the General Secretary of the Union, duly authorized to prosecute the reference on behalf of the Union and its member workmen. The Indian Oil Corporation in Distt. Singrauli has employed Contract Labours through Contractor M\s Tech Support Infrastructure who work on its site. These workmen have been working as Contract Workers since long back before 2009. There were disputes which came out with respect to the demands of the Workers right from 2009 to 2017, which were settled between the Workman Union and the Management by way of different settlements mentioned in Para 3 to Para 12 of the statement of claim. With respect to the remaining disputes/demands which were not resolved between the Management and the Workman Union, the Workman Union served a notice raising as many as 35 demands and informed the Management that in case their demands were not accepted, they would go on strike w.e.f. 15.01.2020, thereafter, shifted to 20.01.2020. This strike notice with Charter of 35 demands dated 29.12.2019 is Annexure P/14 to the statement of claim. The dispute was referred to Assistant Labour Commissioner (Central), Shahdol, but could not be conciliated, hence this reference. The Workman Union has further alleged that demands of the Union are genuine and bona fide; the Management is acting

arbitrarily in denying the demands. They have prayed that the Management be directed to accept all the demands and to grant consequential benefits to the Workmen, also award cost of litigation and other relief which is thought fit by this Tribunal, hence this reference.

The Management of IOCL and the Contractor have taken a case that ***firstly,*** the applicant, who is claiming himself to be the General Secretary of the Workman Union, has no document to show that he is authorized by the Union to prosecute the reference and dispute on the behalf of the Workmen and also there is no document filed to show that the said Union is registered with the Indian Oil Corporation, hence the reference itself is not maintainable before this Tribunal. ***Secondly,*** as pleaded by the two Managements i.e. IOCL and M/s Tech Support Infrastructure, the claimants are employees of Contractor M/s Tech Support Infrastructure Pvt. Ltd. who is the service provider of IOCL, hence IOCL is not liable for demands of the claimants because there is no relation of employer and employee between IOCL and the Claimants, rather they are employees of the Contractors, who have been awarded contract of service after successful biding. The claimants, after settling disputes amicably and signing settlement deeds through Union, cannot go against the settlement which is legally binding under Section 18(3) of the Act. According to the Managements, the Union itself admits that there were different settlements between 2009 to 2017 copy filed with the statement of claim i.e. Annexure P-1 to P-13. The settlements thus disclose that no dispute/claim remained unresolved at the time the settlements were signed . The Managements have prayed that since these settlements are binding on the parties, they cannot back track and raise the same disputes/demands again. They have prayed that reference be answered against the Workman Union.

The demands which are subject matter of the reference, are being reproduced as follows :

Demand No.1 – Workers are employees of M/s Tech Support Infrastructures Private Limited Singrauli (MP) as immediate employee and aforesaid firm has performed under annual contract in our SMS Support Plant Jayant Singrauli vide WO: IOCL/BGE/SC/2019/JNT/LT'28 MARCH 2019. These contract workers have got following benefits from their employer M/s Tech Support Infrastructures Private Limited Singrauli (MP):

a. Monthly salary under minimum wages-1948 notified by Deputy CLC (Central) Jabalpur.

b. Bonus.

c. PF.

d. ESI

e. 1 paid leave for every 20 days of work rendered.

f. 2 sets of Uniform yearly.

g. 1 kg of Jaggery on monthly basis.

h. Canteen allowances 50/day

i. 1 towel.

j. 1 raincoat during rainy season.

k. PMJJY.

l. PMSBY scheme.

m. All safety equipments/accessories like Safety shoes, Gum boots, gloves, goggles, helmet etc.

n. Seniority/experience allowance in the head of other allowances along with monthly wages.

ii. Demand No. 8 - M/s Tech Support Infrastructures Private Limited is already paying seniority allowances under head of other allowance mentioned in monthly salary sheet, to his employee's, as such, payment at par with permanent officers of Indian Oil Corporation Limited, is neither admissible nor eligible as per the extant contract.

iii. Demand No. 10 - All the plant operations & productions being done by qualified engineers /officers viz Electricals/Mechanicals/Mining appointed by Indian Oil Corporation Limited.

Contractual workers of M/s Tech Support Private Limited are working as a Skilled/Semi Skilled/Unskilled labors under supervision of M/s. TSPL's supervisor as per the contractual obligation.

In SMS Support Plant Jayant we are using small size of non-IBR boilers. On the demand of BCMS Union boiler No-3 was shut down for 8 months (period April 2019 to November 2019). However, we had called M/s Boilers Engineers Dhanbad, the third party to check boiler & its repair/maintenance, if any. However, post inspection by the aforesaid third party the boiler operation was found in order and safe, and the required certification was obtained from the third party.

It is pertinent to mention here that, aforesaid boiler no 03 was intentionally and forcefully made to shut-down by the workers of M/s. TSIPL, with the intention to get more over time from M/s. TSIPL. IOCL had also intimated M/s TSIPL as well as local administration at that time to save government properties from being forcefully shutdown by agitating workers of M/s. TSIPL, with ulterior intention.

iv. Demand No. 11 - Canteen allowance has been resolved by Contractor M/s Tech Support Private Limited and enhanced canteen allowance from Rs.42 per day to Rs.50 per day, as per S.N.-1 of terms of settlement dtd. 27.02.2020.

v. Demand No. 12 - An allowance to operators & helpers has been resolved by Contractor M/s Tech Support Private Limited as per S.N.-2 of terms of settlement dtd.27.02.2020.

vi. Demand No. 13 - M/s Tech Support Private Limited, the contractor is already extending lunch break and tea facilities as per norms and lunch break/Tea time: 12:30 pm to 01:00 pm.

vii. Demand No. 14 - Allowances to operators & helpers has been resolved by Contractor M/s Tech Support Private Limited as per S.N.-2 of terms of settlement dtd.27.02.2020.

viii. Demand No. 15 - Ambulance facility at plant is not reasonable as per the Governing rules in view of the following:

a. The daily attendance of workers inside our plant in any day is less than 200 numbers in whole year.

b. According to factory Act we have an occupational health center with all equipment's at our plant. A part time Doctor (MD, Medicine) appointed as Factory medical officer who is visiting twice in week and whose service is readily available during emergencies.

c. As per factory Act 1948 Sec. 45 (4) states "in every factory wherein. more than 500 workers are (ordinarily employed) there shall be provided and maintained ambulance room."

d. Similarly as per factory rules 1962 Sec. 131 (b) states" in every factory wherein less than 200 workers are ordinarily employed can arrange an ambulance of nearby hospital or any place with short notice in emergency. Ambulance services from Nehru Shatabdi Hospital of NCL situated in the vicinity to our SMS Plant at Singrauli, are available in short notice, as and when need arises.

ix. Demand No. 17 – All the contractual workers of M/s Tech Support Private Limited are providing services for Field & Plant Operations at our SMS Plant Singrauli. We ensure minimum wages to contractual workers, and as per contractual obligation allowances/facilities are extended. As such, benefits as admissible to permanent employees are not admissible.

x. Demand No. 18 - Regarding wages of helpers. has been resolved by M/s Tech Support Private Limited and promoted from unskilled to semiskilled as per list provided by applicant union, to Contractor M/s Tech Support Private Limited as per S.N.-2 of terms of settlement dtd.27.02.2020.

xi. Demand No. 20 - 2 hours over time for lunch is not justified since, lunch is required to be taken at the specified lunch time.

xii. Demand No. 22 - Works are assigned by supervisor of M/s. TSIPL the contractor as per the skill set and experience of their workers as such, assignment of work as per the choice of workers is not justified.

xiii. Demand No. 23 - Production incentive to workers of M/s. TSIPL is not justified since; they are guided by the contractual obligations of the Governing contract.

xiv. Demand No. 24 - Regarding reinstatement of Mr. Sanat Tiwari in his last work place amounts to interference of applicant union in the plant operation and administrative affairs as such, the same is not justified. Mr. Sanat Tiwari has been a habitual offender and had resorted to various mischievous activities inside the plant premises, as stated under, thus compromising and disturbing the operational and safety aspect of the plant:

a. Mr. Sanat Tiwari and his team is habitually sleeping during the duty hours. This team blocked the plant gate/stopping the plant operation many times without any notice, even violating the ALC notice. A copy of the letter is marked as Annexure R-2.

b. Mr Sanat Tiwari had intentionally damaged IOCL's one heavy Godown gate by Fork lift during working shifts.

c. For the above misconducts he was suspended by M/s. TSIPL contractor for a month. On his humble request and commitment for improvement in future, he has been considered & given the job back in another place with warning not to resort to such mischievous activities and misconducts, in future but once again he has started mobilizing and causing resentment amongst the innocent workers of M/s. TSIPL in order to reinstate him in his last work place.

xv. Demand No. 25 - Resorting to misconducts and intentionally disturbing the plant operation thus, putting in stake the safety aspect and vitiating the congenial working atmosphere inside the plant merits that from the principles of natural justice required action for omissions and/or commissions of the erring workers is taken so as to obviate any cause of action leading to disturbing the congenial industrial atmosphere as well as safety aspects.

xvi. Demand No. 26 - M/s TSIPL the service contractor is deputing workers in grade of Skilled, Semi-Skilled & Unskilled Category, and time to time it has been observed M/s TSIPL has promoted many contractual workers from unskilled to Semiskilled & Semi Skilled to Skilled grades as is evident in agreement between M/s TSIPL the contractor & applicant union.

M/s TSIPL is paying various allowances to its workers, being principle employer we are ensuring statutory obligations under minimum wages of contractual workers as per CLC notifications issued from time to time.

xvii. Demand No. 27 - On selection of cloth by TSIPL workers clothes are procured by M/s TSIPL as per measurement of uniform of each worker, cutting & tailoring arrangement done by contractor for 210 workers in local level. Similarly, it has distributed all the ISI marked safety items to workers as per contract terms & condition, under acknowledgement.

xviii. Demand No. 28 - Construction of shed already done in go-down area at unloading point.

Demand No. 29 - One room with full furniture already provided inside plant for lunch & rest room, and being utilized by operator. Another shed already constructed near Godown for lunch & rest room.

xx. Demand No. 31 - Premedical checkup report is mandatorily required & maintained prior to assigning any worker inside the plant. Further, one occupational health center is operated inside the plant headed by one part time doctor in attendance.

xxi. Demand No. 32 - IOCL ensures compliance of statutory obligations towards minimum wages and other statutory benefits at Singrauli (M.P.) plant.

xxii. Demand No. 34 - Plant is situated in the vicinity of Nehru Shatabdi Hospital of NCL, Plant have own occupational health center and part time doctor is available to attend in emergency. M/s. TSIPL the contractor has also appointed a Manager, who is available 24 hours with one vehicle to meet any emergency. Non-Applicant no.1/IOCL ensures all medical facilities under ESI rules as statutory obligations.

xxiii. Demand No. 35 - M/s. TSIPL the contractor is following & paying to each of its workers for Rs. 330-00 extra on a/c PMJJY scheme & Rs 12 for PMSBY schemes.

A perusal of these demands reveals that most of them do not qualify to be an Industrial Dispute is defined under Section 2(k) of the Act. It shows that the Authority who has framed the reference requires to be trained in this respect.

Vide order dated 26.11.2025, following points held to be Industrial Disputes as defined under Section 2(k) of the Act or Section 2(q) of the Industrial Relation Code, 2020, which requires to be adjudicated by this Tribunal, these are as follows –

"1. Whether, the Contract Works engaged by the Outsourcing Agency and deputed with IOCL in the work of production, operation , marketing and maintenance since last 20 to 25 years, are entitled to be made permanent and are entitled to be paid wages equal to that payable to permanent employees of IOCL doing the same works?

2. Whether, the Outsourced Workers working in the shifts are entitled to the shifts allowances @ Rs. 50 per date which is paid by the Management of IOCL to their permanent employees doing the same jobs?

3. Whether, the Contract Workers are entitled to production bonuses, which they were getting earlier as claimed by them?"

In evidence, the Workman Union has filed photocopies of settlements dated 11.11.2009, 21.07.2010, 20.10.2010, 23.09.2011 which are admitted by Managements and marked Exhibits W-1 to W-6. The photocopies settlements dated 07.12.2011, 16.12.2011, 29.03.2012 are not admitted by Managements. They are with respect to settlements relating to employees of Damodar Valley Corporation and conciliation at Ahmedabad as well recommendations of High Power Committee with respect to employees of Coal Industry. The settlements dated 04.03.2013, 07.07.2015, 07.07.2017 filed by the Workman Union are with respect to the claimants through Union and are admitted by the Management and have been marked as Exhibit W-7 to W-9. The proceedings with respect to conciliation from 08.01.2020 to 25.02.2020 photocopy filed by the Workman Union has also been admitted by Management, marked Exhibit W-10.

The Management side has filed affidavit of its witness Ajeet Kumar Sharma and R.S. Marko as their examination-in-chief. They have been cross-examined by the Workman Union. The Applicant, secretary of the Workman Union has filed his affidavit stating that he is the General Secretary of the Union and the photocopy Registration Certificate of the Trade Union and the resolution dated 15.10.2024 have also been filed by him.

The Workman Union representative has not filed any affidavit rather he has filed a statement in form of demands by Workman Union for cross-examination/arguments which are dated 08.10.2025, have been taken on record.

I have heard arguments of the General Secretary of the Workman Union and Mr. Chandrahas Dubey Learned Counsel appearing for the Managements. Management of IOCL has filed written submission also which are on record. I have gone through the written submissions.

As regards the ***first*** submission from the side of Management that, the Union raising the demands is not a Registered Union and the applicant Kamlendu Shekhar Sharma, claiming himself to be the General Secretary of the Union is not authorized to prosecute the reference. The Kamlendu Shekhar Sharma has filed his affidavit dated 25.11.2025 in which he has stated that he is the working General Secretary of the Applicant Trade Union i.e. Bhartiya Chemicals Mazdoor Sangh, Singrauli and has filed photocopy registration certificate of the said Union as a part of his affidavit, hence the Bhartiya Chemicals Mazdoor Sangh is held to be a registered Trade Union bearing registration No. 4364 as the document shows but since there is no document in form of any resolution by the Union authorizing the said Kamlendu Shekhar Sharma to prosecute the dispute of the claimants through the Union, he cannot be held to be a person authorized to prosecute this reference.

I am supported in my view by the ***Judgment of Hon'ble High Court of M.P. in the case of Prabhat Vs. Barkatullah University W.P. No. 1794/2011 ILR(MP) 2011 1692***, in which it has been held that ***firstly,*** the members of the association must be determined and identifiable and ***secondly,*** either there should be resolution of Association or legally binding resolution of its General body to represent its members in the litigation, so as to bind the members by the decision in the litigation is required. In another

case, a ***Division Bench of Hon'ble High Court of M.P. in W.A. No. 91/2022 Swakshtagrahi Sangh V.s. Union of India and Others,*** this view has been relied upon.

As regards, the Industrial Dispute No. 1 framed vide order dated 26.11.2025 referred to above, ***firstly,*** there is no pleading nor is there any evidence to show that the claimants involve in the present reference have been continuously working as Outsourced Workers of different Contractors since last 20 to 25 years as alleged by them. ***Secondly,*** since these workers are workers of contractors and naturally there is no relation of employer and employee between IOCL and them, they cannot be held to be regularized as such as employees of the IOCL. Recent Judgments of Hon'ble Supreme Court in the case of ***THE MUNICIPAL COUNCIL, REP. BY ITS COMMISSIONER NANDYAL MUNICIPALITY, KURNOOL DISTRICT, A.P.*** *versus* ***K. JAYARAM AND OTHERS ETC. ETC. reported in 2026 LiveLaw (SC) 38*** is referred to in this respect .

As regards to the first Industrial Dispute framed vide aforesaid order dated 26.11.2025***, Rule 25(iv) of the Contract Labour (Regulation And Abolition) Central Rules, 1971*** requires to be referred in this respect, which is being reproduced as follows:

(iv) the rates of wages payable to the workmen by the contractor shall not be less than the rates prescribed under the Minimum Wages Act, 1948 (11 of 1948), for such employment where applicable and where the rates have been fixed by agreement, settlement or award, not less than the rates so fixed;

Thus it is established that for getting benefit under this Rule, the claimants will have to prove that they are doing the same duties as discharged by the permanent employees of the Establishment. There is no evidence at last in this respect before this Tribunal. Moreover, this is a question of fact and according to the Rules itself if there is any dispute whether the Contract Workers are discharging the same duties discharged by the permanent workers of the establishment, it shall be decided by the Labour Commissioner. Hence, their this claim is also held not proved before this Tribunal because it is not proved that the claimant contract workers have been discharging the same nature of duties which are discharged by the permanent employees of the establishment, but they are at liberty to raise this point/claimed before the Labour Commissioner which will decide it in the light of the said provisions.

As regard second and third Industrial Disputes framed as above, they also stand answered in the light of findings in the first Industrial Dispute.

In the light of above discussion and findings, the reference deserves to be answered against the Workman Union and stand answered accordingly.

DATE: 16/03/2026 P. K. SRIVASTAVA, Presiding Officer

नई दिल्ली, 19 जून, 2026

का.आ. 1316.—औद्योगिक विवाद अधिनियम (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार **भिलाई स्टील प्लांट** के प्रबंधतंत्र के संबद्ध नियोजकों और **श्री बी त्रिउपतय्या** के बीच अनुबंध में निर्दिष्ट **केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, जबलपुर, पंचाट (रिफरेन्स न.- 16/2018)** को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 19.06.2026 को प्राप्त हुआ था ।

[सं. जेड-16025 / 04 / 2026-आईआर(एम)-71]

सलोनी, उप निदेशक

New Delhi, the 19th June, 2026

S.O. 1316.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award **(Reference No. 16/2018)** of the **Central Government Industrial Tribunal cum Labour Court, Jabalpur** as shown in the Annexure, in the Industrial dispute between the employers in relation to **Bhilai Steel Plant** and **Shri B. Triuptayya** which was received along with soft copy of the award by the Central Government on 19.06.2026.

[No. Z-16025/04/2026–IR(M)-71]

SALONI, Dy. Director

ANNEXURE

THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL, JABALPUR [M.P.]

NO. CGIT/LC/RC/16/2018
Present: P. K. Srivastava, H.J.S..(Retd)

1. B. Triuptayya,
S/o Late B. Ramyya,
Aged about 43 years,
R/o Anusuiya Park, Line No. 5,
Rakshak Nagar Gold, Phase-1,
Kharadih, Pune (M.H.)

Petitioner/Workman

V/S

1. Bhilai Steel Plant,
Through its Chief Executive Officer,
Bhilai, District Durg (C.G.)

2. General Manager,
Rail & Structural Mill,
Bhilai Steel Plant, Bhilai,
District Durg, Chhattisgarh

Respondents/Management

AWARD
(Passed on this 18th day of March, 2026)

The petitioner has filed this petition ***u/s 2-A (2&3)*** of the ***Industrial Disputes Act, 1947*** as amended vide ***Amendment Act of 2010*** (in short '***The Act***") against termination of his services by way of punishment w.e.f. 16.09.2016, with a case that he was first appointed on 07.09.1996 and was granted permanent status on 07.03.2001. Unfortunately, he had some personal problems due to which he became mentally sick and was under the supervision and treatment of Dr. D.V. Neel, Psychotherapist at Pune from 09.11.2014 to 23.09.2017. After he recovered, he reported back to management and came to know that his service has been terminated by the management on charge of misconduct by way of unauthorizedly and wilfully absenting himself from work without any intimation to management or getting any leave sanctioned. He sought information under Right to Information Act and was given copies related to charge-sheet, enquiry, enquiry report and other related documents including punishment order.

Case of management is that the workman is a habitual absentee, he absented himself in 2003, 2004 and 2011 for 70, 41 and 54 days respectively and was punished accordingly. A report regarding his unauthorized absent w.e.f. 16.06.2015 was received by management on 12.11.2015. He was issued a notice on his address advising him to report on his workplace. This notice returned back as he was not found on the address. He was against issued a charge-sheet dated 12.12.2015 no reply sent by him. Hence, management conduct an inquiry. Notice of inquiry was sent to him by registered post, which returned unserved as addressee not found. It was also pasted on the General Notice Board. The workman did not participate in the inquiry, though he was given sufficient opportunity to defend himself. The Inquiry Officer submitted his inquiry report. The workman was issued a show cause notice with a copy of inquiry report by way of registered post sent on his address, mentioned in his service records, but returned unserved with an endorsement addressee not found. The notice was also pasted on the notice board. Thereafter punishment order was passed and has further pleaded that the charges were rightly been proved and the punishment is also proportionate to the charges.

A preliminary issue was framed vide order dated 09.05.2022, which is as follows:-

Whether enquiry conducted against the workman is just, proper and legal?

The workman filed and proved documents regarding his sickness which are Ex-W/1 to Ex-W/13. Management filed photocopy documents with respect to enquiry and punishment.

On the basis of evidence, preliminary issue was decided vide order dated 29.01.2025. The departmental enquiry was held vitiated. Management was given opportunity to prove the charges before this Tribunal. Inspite, of many opportunities given to management, they failed to produce any witness or evidence in support of the charges.

I have heard argument of Learned Counsel for workman, Mr. Siddharth Verma and Mr. R.C. Shrivastava, for opposite parties/managements. Both the sides have filed written submissions which are part of record. I have gone through the written submissions and records as well.

On perusal of record in light of rival arguments, following Additional issues came up for determination:-

1. ***Whether, the petition itself is maintainable before this Tribunal?***
2. ***Whether, the charges are proved?***
3. ***Relief, if any to which the workman may be entitled to?***

Additional Issue No. 1:-

Learned counsel for management has challenged the maintainability of the petition before this Tribunal on two grounds, ***firstly***, on the ground that section 2-A(2&3) was inserted in the Act by way of Amendment Act, 2010 which itself has been repealed by Repeal & Amendment Act, 2016 (Act No. 23 of 2016). Hence, the amendment incorporated in the Act by way of Amendment Act, 2010, which has been repealed by Repealing & Amendment Act, 2016, also stood deleted/repealed and ***secondly,*** the Union Government has implemented the Industrial Relations Code, 2020 by way of notification dated 21.11.2025 which provides that matters related to discharge, removal, termination will be heard and decided by a Division Bench of Tribunal consisting of Judicial Member and Administrative Member. Learned Counsel has relied on ***Judgment of Hon'ble Supreme Court in the case, Union of India v/s Heavy Electricals Factory Employees' Union, AIR (2026) SC 601***, paras 10.2 and 12 of the said judgment are being reproduced as follows:-

> ***"10.2 The aforesaid sections again do not empower the Central Government to issue any clarification or direction with reference to any provisions of the 1948 Act. None of the sections empowers the central government to even frame rules. The entire power is vested with the State Governments. All that the Central Government can do is, issue directions to the State Governments.***
>
> ***12. Coming to the judgments cited by learned counsel for the respondents, this Court in Rajasthan State Industrial Development & Investment Corpn.'s case (supra), held that executive instructions which have no statutory force, cannot override the law. Any notice, circular, guidelines, etc., which run contrary to the statutory provisions cannot be enforced."***

On the other hand, Learned counsel for petitioner has submitted that the Amendment Act, 2010, amending section 2A of the Industrial Disputes Act, 1947 by way of adding section 2-A (2&3) in the Act which provides that, when a dispute has been raised in case of discharge, dismissal, retrenchment or otherwise termination of service of workman within three years of the order and is not conciliated within 45 days, the aggrieved workman may also file a petition directly before the Tribunal against his discharge, dismissal, retrenchment or otherwise termination.

Learned counsel further submits that, these provisions have been incorporated in the Parent Act of 1947. Hence, repealing of the Amendment Act, 2010 will not have any effect on section 2-A of the Parent Act of 1947. He has referred to a ***Judgment of the Hon'ble High Court at Calcutta in the case, Krishnadas Bhattacharjee v/s The State of West Bengal & Ors., (2023) 0 Supreme(Cal) 663/2023 2 LLJ 370*** in this respect, the Hon'ble High Court at Calcutta has observed that when the amendment has been incorporated in the Parent Act, such amendment will not stand repealed/deleted from the Parent Act, if the

Amendment Act itself is repealed later on reference of section 4 of the Repeal & Amendment Act, 2016 has also been taken in this judgment. The relevant paragraphs of this judgment are being reproduced as follows:-

"21. I find that primarily the advocates representing the workmen have, inter alia, contending that notwithstanding the Repealing Act being notified, and notwithstanding the whole of the Amendment Act of 2010 being repealed, the provisions introduced by way of the Amendment Act of 2010, continues to survive in the statute book, for the Labour Courts/Tribunals to exercise jurisdiction on the basis thereof. To substantiate the aforesaid contention, reliance has been placed on Section 4 of the Repealing Act and Section 6 and 6A of the General Clauses Act, 1897. By further referring to Section 4 of the Repealing Act, it has been contended that notwithstanding repeal of any of the enactments, the same shall not affect any other enactment in which the repealing enactment has been applied, incorporated or referred to. It has also been, inter alia, contended that notwithstanding the aforesaid repeal, the same shall not affect any principle or rule of law. It has submitted that the Amendment Act of 2010, has been applied, incorporated and referred to in the said Act and as such notwithstanding repeal of the Amendment Act of 2010, the same is saved.

26. In this case, the amendments introduced by the Amendment Act of 2010, have been incorporated and inserted in the principal Act. It would, apparent from a plain reading of Section 4 of the Repealing Act that the same provides that the repeal shall not affect any other enactment in which the repealed enactment has been applied, incorporated or referred to; and this Act shall not affect the validity, invalidity, effect or consequences of anything already done or suffered, or any right, title, obligation or liability already acquired, accrued or incurred, or any remedy or proceeding in respect thereof, or any release or discharge of or from any debt, penalty, obligation, liability, claim or demand, or any indemnity already granted, or the proof of any past act or thing; nor shall this Act affect any principle or rule of law, or established jurisdiction, form or course of pleading, practice or procedure, or existing usage, custom, privilege, restriction, exemption, office or appointment, notwithstanding that the same respectively may have been in any manner affirmed or recognized or derived by, in or from any enactment hereby repealed. In view thereof by reasons of Section 4 of the Repealing Act, the amendments introduced by the Amendment Act of 2010 are saved. This has, however, not being considered by the learned advocates representing employers.

27. I also find that learned advocates representing the employers have strenuously argued that in order to remove the anomaly created, which was brought about by incorporation of the Amendment Act of 2010, the Repealing Act had been notified. I am afraid that I am unable to accept such contention. Although an attempt has been made to, inter alia, contend that the object of conciliation has been removed by the Amendment Act of 2010, I am afraid such is not the case. A perusal of Section 2A (2) of the said Act, would reveal that in order to invoke the provisions of the said section, an application to the Conciliation Officer is mandatory and it is only on the expiry of 45 days from the date of making such an application that a proceeding can be initiated before learned Labour Court. The said section read with the obligation of the conciliation Officer as provided in the Act, and rules framed thereunder, to initiate the conciliation proceedings, in my view, does not create any incongruity in the Scheme of the said Act. The object of the Repealing Act also does not in any way provide that the Amendment Act of 2010 has been removed by reasons of its incongruity.

28. I find that it has also been argued that if it was the intention of the legislature, notwithstanding the Repealing Act being notified, to retain the amendments in the statute book, then the Repealing Act, would not have provided for repeal of only Section 2 and 3 of the Representations of People (Amendment and Validation) Act, 2013 (herein after referred to as the Amendment Act 2013), instead would have provided for repeal of the provisions of the Representation of People (Amendment and Validation) Act 2013, as a whole. The distinction made by the legislature in repealing an Act, as a whole, and in repealing a particular section of a certain act, clearly highlight the intention of the legislature. By placing reliance on the aforesaid, it has been contended that if the legislature wanted to repeal only a part of the Amendment Act of 2010, then it would have provided for the same, as has been done in the

case of Representation of People (Amendment and Validation) Act, 2013. Before proceeding to deliberate further on this aspect it is necessary to refer to the provisions of the Amendment Act of 2013. The Amendment Act 29 of 2013, by which the Representation of People (Amendment and Validation) Act, 2013, was introduced is extracted hereinbelow:

"1. (1) This Act may be called the Representation of the People (Amendment and Validation) Act, 2013.

(2) It shall be deemed to have come into force on the 10th day of July, 2013.

2. In the Representation of the People Act, 1951 (hereinafter referred to as the principal Act), in section 7, in clause (b), after the words "or Legislative Council of a State", the words "under the provisions of this Chapter, and on no other ground" shall be inserted.

3. In section 62 of the principal Act, after the proviso to sub-section (5), the following proviso shall be inserted, namely:- "Provided further that by reason of the prohibition to vote under this sub-section, a person whose name has been entered in the electoral roll shall not cease to be an elector.

4. Notwithstanding anything contained in any judgment, decree or order of any court, tribunal or other authority, the provisions of the Representation of the People Act, 1951, as amended by this Act, shall have and shall be deemed always to have effect for all purposes as if the provisions of this Act had been in force at all material times."

29. A perusal of the Amendment Act of 2010 and Section 2 and 3 of the Amendment Act of 2013, would in no uncertain terms clarify that by the aforesaid amendments only section 2 and 3 have been inserted in the principal Act. While in the case of the Amendment Act 2010, all the sections seek to insert the respective amendments in the principal Act, in the case of Amendment Act, 2013, only Section 2 and 3 seeks to amend the provision of the Representation of Peoples Act, 1951. Insofar as sections 1 and 4 of the Amendment Act 2013, are concerned the same do not seek to insert and or in way amend any of the existing provisions of the principal Act. The aforesaid contention raised by employers, thus cannot be sustained and is accordingly, rejected."

Hence, in light of these facts the first submission of Learned counsel for management with regards to maintainability of this petition is liable to be rejected and is rejected Accordingly, the petition is held maintainable before this Tribunal.

The **second submission** with respect to maintainability of this petition before this Tribunal as regards section 44 of the Industrial Relations Code, 2020 is being reproduced as follows:-

***"44. Industrial Tribunal**.—(1) The appropriate Government may, by notification, constitute one or more Industrial Tribunals for the adjudication of industrial disputes and for performing such other functions as may be assigned to them under this Code and the Tribunal so constituted by the Central Government shall also exercise the jurisdiction, powers and authority conferred on the Tribunal, as defined in clause (m) of section 2 of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952) by or under that Act.*

(2) Every Industrial Tribunal shall consist of two members to be appointed by the appropriate Government out of whom one shall be a Judicial Member and the other, an Administrative Member.

(3) A bench of the Tribunal shall consist of a Judicial Member and an Administrative Member or single Judicial Member or single Administrative Member.

(4) The qualifications for appointment, method of recruitment, term of office, salaries and allowances, resignation, removal and the other terms of conditions of service of the Judicial Member and the Administrative Member of the Tribunal constituted by the Central Government shall be in accordance with the rules made under section 184 of the Finance Act, 2017 (7 of 2017): Provided that a person who has held a post below the rank of Joint Secretary to the Government of India or an

equivalent rank in the Central Government or a State Government, shall not be eligible to be appointed as an Administrative Member of the Tribunal.

(5) The term of office of the Judicial Member and the Administrative Member of a Tribunal constituted by the State Government under sub-section (1), their salaries and allowances, resignation, removal and other terms and conditions of service shall be such as may be prescribed by the State Government.

(6) The salary and allowances and the terms and conditions of service of the Judicial Member or Administrative Member referred to in sub-section (2) and appointed by a State Government shall not be varied to his disadvantage after his appointment.

(7) The procedure of the Tribunal (including distribution of cases in the benches of the Tribunal) shall be such as may be prescribed, provided a bench consisting of a Judicial Member and an Administrative Member shall entertain and decide the cases only relating to—

(a) the application and interpretation of standing order;

(b) discharge or dismissal of workmen including reinstatement of, or grant of relief to, workmen dismissed;

(c) illegality or otherwise of a strike or lockout;

(d) retrenchment of workmen and closure of establishment; and (e) Trade Union disputes, and the remaining cases shall be entertained and decided by the bench of the Tribunal consisting either a Judicial Member or an Administrative Member of the Tribunal.

(8) The Judicial Member shall preside over the Tribunal where the bench of the Tribunal consists of one Judicial Member and one Administrative Member.

(9) ……

(10) ……

The notification of Government of India dated 21.11.2025 provides that from the date of notification i.e., 21.11.2025 the provisions of said code shall come into force.

Vide another notification, the Union of India, Ministry of Labour has provided that till the Industrial Tribunals are constituted under the Code, the Central Government Industrial Tribunals constituted under the Industrial Disputes Act, 1947 will discharge of the functions under the Industrial Relations Code, 2020.

Here two points are significant ***first***, the impugned order was passed before implementation of the Industrial Relations Code. Hence, the Industrial Relations Code, 2020(in short the Code) will not apply retrospectively. ***Secondly***, the Industrial Tribunal constituted under the Code will consist of two Members in Bench which shall decide the cases of discharge, dismissal, retrenchment or otherwise termination as mentioned above, has not yet been constituted and the functions of that Tribunal are being discharged by the Central Government Industrial Tribunal constituted under the Industrial Disputes Act, 1947 by way of notification as mentioned above. Since, the Central Government Industrial Tribunal constituted under the Industrial Disputes Act, 1947 consists of only one member who is the Presiding Officer, there is no occasion of such cases decided by a Division Bench till Industrial Tribunals under the Industrial Relations Code, 2020 are constituted. Hence, on this discussion, these arguments from the side of management also fail. **Accordingly, the petition is held maintainable before this Tribunal i.e., Central Government Industrial Tribunals constituted under the Industrial Disputes Act, 1947.**

***Issue No. 1 stands answered accordingly*.**

Issue No.-2 :-

After the enquiry has been held vitiated in law, management has failed to adduce any evidence in proof of the charges. Learned counsel for management has referred to enquiry papers and documents as

proof of charges, But, his this argument cannot be accepted in light of ***Judgment of Hon'ble Supreme Court in case of Neeta Kaplish v/s Presiding Officer, Labour Court & Anr. (1999) 1 SCC 517***, in this case, the departmental enquiry against the workman was held vitiated. Hon'ble Apex Court held that the evidence collected during the enquiry which was vitiated will not be looked into for proof of charge. Hence, any evidence collected during the enquiry will not be looked into, this case also have proof of charge in absence of any other evidence from the side of management, the charges are held not proved against the workman.

Issue No. 2 stands answered accordingly.

Issue No.-3 :-

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."

In light of the proposition of law laid down by the Hon'ble Supreme Court and Hon'ble High Court as stated above, the impugned order of punishment is liable to be set aside and workman is held entitled to be reinstated. But, since he himself has admittedly not worked during the period of absence as mentioned above, relying on the principles of 'No Work No Pay', he will not be entitled to back wages and consequential benefits for the period of his absence though, he will be entitled to back wages and consequential benefits from the date of his punishment order, deeming himself to be in continuous service of management.

Issue No. 3 stands answered accordingly.

No other point was pressed.

On the basis of above discussion and findings, following order is passed.

ORDER

Petition Allowed.

The termination of the petitioner workman w.e.f 16.09.2016 is set aside; he is reinstated from the date of his termination with back wages as well all the consequential benefits from the date of his termination, treating him to be in regular service.

No order as to cost.

DATE: 18/03/2026 P. K. SRIVASTAVA, Presiding Officer

नई दिल्ली, 22 जून, 2026

का.आ. 1317.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार सीसीएल के प्रबंधतंत्र के संबद्ध नियोजको और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में **केन्द्रीय सरकार औद्योगिक अधिकरण-सह-श्रम न्यायालय, धनबाद-I,** के पंचाट (**संदर्भ संख्या 06**/2024) को प्रकाशित करती है,

[सं. एल-20013/01/2026-आईआर(सीएम)-I]

जयदीप यादव, उप निदेशक

New Delhi, the 22nd June, 2026

S.O. 1317.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award **(Ref. No. 06/2024** of **the Central Government Industrial Tribunal-cum-Labour Court, Dhanbad-I** as shown in the Annexure, in the industrial dispute between the Management of **CCL.** and **their workmen.**

[No. L-20013/01/2026– IR(CM)-I]

JAIDEEP YADAV, Dy. Director

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO.1,DHANBAD

In the matter of reference U/S 10 (1) (d)& (2A) of I.D.Act. 1947.

Reference Case No. 06/2024

Parties:

Employers in relation to the management of Piparwar Area of M/s. Central Coalfields Limited, Chatra

AND

Their Workmen

Present: **Shri Sachindra Kumar Pandey**

Presiding Officer

Appearances:

For the Employers :- None

For the workmen :-Sri K.N. Singh, Ld. Advocate

State : Jharkhand. Industry:-Coal

Dated 04/06/2026

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/(18)/2024.A.7 dated 19/03/2024 has been pleased to refer the following dispute between the employer i.e. management of Piparwar Area of M/s. CCL, Chatra and their workman through Regional Secretary, JantaMazdoorSangh, Chatrafor adjudication by this Tribunal:

SCHEDULE

"Whether action of the management of M/S CCL in not considering promotion of Sri Tripurari Singh to the post of Foreman in-charge and disallowing him from the benefit of one-increment w.e.f. 30.12.1995 and allowing the benefit of one increment to Sri Sudeshnath from the said date of promotion to the same post is justified? If not what relief Sri Tripurari Singh is entitled?"

2. The case of the workman as per the written statement filed on his behalf is that the concerned workman Sri Tripurari Singh, Foreman in Charge Grade A 1 of CHP/CCP was appointed as Assistant Foreman in Piparwar Project of CCL on 01.11.1994 on the basis of his qualification of Electrical Engineer whereas the concerned workman had graduated in Electrical Engineer and he submitted his

certificate with the management regarding his qualification. The concerned workman was a graduate engineer. Just one year after his appointment the management of CCL issued office order of promotion to the post of Foremen In-Charge Grade 1 w.e.f. 30.12.1995 vide office order no. CCL:NEE II (I) F:MAN. Thereafter he started working on the said post without training because they all are trained degree holders. They have been promoted on the basis of the NCWA and their pay scale should also be given on the basis of NCWA. Under the same office order one Sri Sudesh Nath was also given promotion to the post of Foremen In-charge Grade A and was posted at Piparwar Project of M/s CCL. The management of N.K. Area of CCL extended the promotional benefit of increment to Sri Sudesh Nath on his promotion w.e.f. 30.12.1995 but the management of Piparwar Area Project of M/s. CCL did not provide the promotional benefit to Sri Tripurari Singh. Thereafter the concerned workman represented several times to the management regarding release of his promotional benefits but nothing was done. When it was seen that no action was being taken, the Regional Secretary, Janta Mazdoor Sangh CCL, Regional Office Camp IC 13 Bachra raised the dispute vide letter dated 20.01.2020 to the Regional Labour Commissioner, Central Government, Dhurwa Ranchi regarding the denial of promotional benefit to Sri Tripurari Singh at the time of his promotion from the post of Assistant Forman to the post of Forman In-Charge in Grade A. Ultimately conciliation proceedings was held but it ended in failure that resulted in the reference of the present case. The concerned employee having been promoted to selection grade scale according to the respondents and so in that circumstances his pay should have been fixed in the revised scale of Rs. 2352/- as the scale provided to Sri Sudesh Nath of N.K. Area of CCL on his promotion w.e.f. 30.12.1995 and both are similarly situated. On the principle of equal pay for equal work the concerned workman is entitled to pay scale of Rs. 2352/- and he is performing the same nature of work which is being performed by Sri Sudesh Nath and at last it was prayed to pass appropriate order.

3. On perusal of the case record it transpires that even after the issuance of notice to the management none turned up and ultimately the case was directed to be proceeded ex-parte against the management vide order dated 18.11.2025.

4. In support of his case the union has examined WW-1 Tripurari Singh, the workman himself.

5. The following documentary evidence has been submitted on behalf of the workman:

Exhibit W-1 – Letter dated 10.10.1994 regarding appointment to the post of Asstt. Foreman

Exhibit W-2 – Office Order dated 30.12.1995 regarding joining and absorption of workman

Exhibit W-3 Series – Service Book details of Sri Tripurari Singh

Exhibit W-4 Series – CCL Service Register details of Sri Sudesh Nath

Exhibit W-5 – Letter dated 30.03.2018 to the Project Officer by Sri Tripurari Singh

Exhibit W-6 – Letter dated 14.04.2018 to Sri Tripurari Singh

Exhibit W-7 – Letter dated 30.12.1995 to the Project Officer

Exhibit W-8 – Matriculation Certificate of Sri Tripurari Singh

Exhibit W-9 – Diploma Certificate of Sri Tripurari Singh

Exhibit W-10 – Provisional Certificate from Bihar Institute of Technology Sindri of Tripurari Singh

6. **Issue**

Whether action of the management of M/s CCL in not considering promotion of Sri Tripurari Singh to the post of Foreman in-charge and disallowing him from the benefit of one increment w.e.f. 30.12.1995 and allowing the benefit of one increment to Sri Sudesh Nath from the said date of promotion to the same post is justified? If not what relief Sri Tripurari Singh is entitled?

7. Heard the Ld. Representative of the union on behalf of the workman and perused the materials on record.

8. The Ld. Representative of the union has submitted that the workman Sri Tripurari Singh is a permanent employee of Piparwar Project of CCL designated as Forman-in-charge, Grade-'A' of CHP/CPP and he was appointed in the service on 01.11.1994 as Assistant Forman on the basis of

qualification of electrical engineer and just one year thereafter he was promoted to the post of Foreman-in-charge Grade I w.e.f. 30.12.1995 and accordingly he started working on the said promotional post and his pay scale should be on the basis of NCWA after promotion but he was not given the same and on the other hand under the same office order one Sri Sudesh Nath was also given promotion to the post of Foreman-in-charge Grade-A on the basis of his engineering graduate qualification and was also posted at Piparwar Project of M/s. CCL, was extended the promotional benefits of increment on his promotion w.e.f. 30.12.1995 but the concerned workman was denied the promotional benefit which is against the labour jurisprudence and also the principle of equal pay for equal work in similarly situated condition and prayed to pass appropriate order in his favour.

9. Now as regards the oral evidence of the workman, WW-1 Tripurari Singh has deposed that he was appointed on 01.11.1994 as Asstt. Foreman and on 30.12.1995 he was promoted to the post of Foreman-in-charge Grade I vide office order dated 30.12.1995 and thereafter he started working under said post. He has further stated that one Sudesh Nath was also promoted to the post of Foreman-in-charge Grade A at KDH Project under N.K. Area of M/s. CCL but he was extended the promotional benefit of increment since 30.12.1995, whereas the management of Piparwar Project of M/s. CCL did not provide the promotional benefit increment to him. He has been promoted to selection grade & Scale and accordingly his revised pay scale should have been fixed to Rs. 2352/- as Sri Sudesh Nath and they both are similarly situated and performing the same nature of work and entitled to the same pay on the principle of equal pay for equal work.

10. As regards the documentary evidence **Exhibit W-1** is the letter dated 10/10/1994 sent to the workman Tripurari Singh from the General Manager (Personnel) and on its perusal it transpires that this is regarding the appointment of the workman Tripurari Singh to the post of Asstt. Foreman/Chargeman (Trainee) (E&M) in the scale of Rs. 1222-2230 of NCWA-IV. It further appears that vide this letter the workman has been temporarily appointed as Asstt. Foreman/Chargeman (T) on an initial pay of Rs. 1222/- per month subject to medical examination and physical fitness. **Exhibit W-2** is the Office Order dated 30.12.1995 issued by the Central Coalfields Limited Ranchi under the signature of General Manager and on its perusal it is evident that the workman Tripurari Singh as well as 3 others including Sudesh Nath have been appointed to the post of Foreman-in-Charge (Trainee) (Excv.) in T&S Grade-A in the pay scale of Rs. 2220-4240/- and they have been directed to join to the post appointed and report to the respective place of posting and they have been informed to be absorbed in the said post after successful completion of one year of training. **Exhibit W-3 Series** are the photo copies of service book that contains the name of the workman Tripurari Singh, his date of first appointment as 01.11.1994, details of his dependents as well as the details of his joining, increment etc. **Exhibit W-4 Series** are also the photo copies of service book of the workman Sudesh Nath which also contains the date of his first appointment as 15.10.1993 as well as other details of his increment etc. **Exhibit W-5** is letter written by the workman Tripurari Singh on 30.03.2018 to the Project Officer Piparwar regarding the fixation of benefit applied on 01.10.2015. **Exhibit W-6** is another letter written by the Sr. Manager (Personnel), Piparwar to the workman Tripurari Singh by which he has been informed regarding the availability of the requested documents as per letter dated 30.12.1995. **Exhibit W-7** is letter written by Tripurari Singh to the Project Officer regarding providing fixation benefit w.e.f. 30.12.1995 that has already been provided to Sri Sudesh Nath of N.K. Area. **Exhibit W-8** is the copy of matriculation certificate of Tripurari Singh. **Exhibit W-9** is the Diploma Certificate of Tripurari Singh and **Exhibit W-10** is the Provisional Certificate of Bihar Institute of Technology Sindri related to Tripurari Singh.

11. On perusal of the entire materials available on the case record it is clear that the workman Sri Tripurari Singh was appointed as Asstt. Foreman in Piparwar Project of M/s. CCL on 01.11.1994 in the pay scale of Rs. 1222-2230 and thereafter on 30.12.1995 **(Exhibit W-2)** he was appointed to the post of Foreman-In-Charge (Trainee) in T&S Grade A in the pay scale of Rs. 2220-4240/- and on the same date one Sudesh Nath was also appointed to the post of Foreman-In-Charge Grade-I in the same pay scale and on perusal of **Exhibit W-3 Series**which is the copy of Service Book of Tripurari Singh it transpires that he assumed the charge of Foreman-In-Charge in T&S Grade-A w.e.f. 30.12.1995 and his basic pay was fixed at Rs. 2220/- and his next annual increment was fixed on 01.11.1996 whereas on perusal of Exhibit W-4 Series which is copy of the Service Book of Sudesh Nath it transpires that he also joined on 30.12.1995 as Foremen In-charge Grade A in the same pay scale i.e. 2220-4240/- and on 31.12.1995 his scale has been shown as Rs. 2352/- per month which means that he has been given one increment of Rs.

132 on the very next day and now the concerned workman Tripurari Singh is also claiming the same on the ground of Parity.

12. In the present case the management did not appear and therefore the case is running ex-parte against the management but on perusal of the copy of failure conciliation report of 7th June 2023 which is available on the case record it transpires that the management has justified its action in case of the workman Tripurari Singh whereas he has taken the stand regarding Sri Sudesh Nath that he belongs to KDH/Karkatta Project under N.K. Area of CCL and his fitment of pay is wrong and is liable to be adjusted according to the norms of the company and any excess payment is to be recovered from him and the management of Piparwar Area is not responsible for adopting any wrong practice as adopted and made by other Area of the Company. He also took the stand that the workman was not promoted but that was his placement and promotional benefit given to Sudesh Nath in N.K. Area was an error and as he has already retired, they are unable to recover the said amount paid to him by wrong fitment.

13. Admittedly the workman Tripurari Singh assumed the charge of Foreman In-Charge Grade I on 30.12.1995 in the pay scale of 2220-4240 and accordingly the next date of his increment becomes due on 01.11.1996 as mentioned in his copy of service book which is also quite in accordance with law because no employee is eligible/entitled to get one increment on the very next day of his joining in new pay scale.

14. It is also made clear that the workman Tripurari Singh, Sudesh Nath and 2 others were appointed as Foreman In- Charge vide office order dated 30.12.95 as is evident from **Ext.W-2** but the workman Tripurari Singh has nurtured misunderstanding in his mind that he was promoted whereas the fact is that neither he nor Sudesh Nath nor 2 others were promoted rather they were appointed as stated above and so claiming one promotional increment without promotion is imaginary and baseless and he can not legally claim any such benefit equating his case with one Sudesh Nath whose increment has been wrongly fixed as admitted by the management at the stage of conciliation.

15. Thus on the basis of the above discussions of the facts, circumstances and materials available on the case record this Tribunal comes to the conclusion that the action of the management of M/s. CCL in not considering promotion of Sri Tripurari Singh to the post of Foreman in-Charge and disallowing him from the benefit of one increment w.e.f. 30.12.1995 and allowing the benefit of one increment to Sri Sudesh Nath from the said date of promotion to the same post is quite justified and so he is not entitled to any relief as claimed. The reference is answered accordingly.

Let the copies of Award in duplicate be sent to the Ministry of Labour& Employment, Government of India, New Delhi for information and notification.

SACHINDRA KUMAR PANDEY, Presiding Officer

नई दिल्ली, 22 जून, 2026

का.आ. 1318.—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 19**/2010) को प्रकाशित करती है,

[सं. एल-20012 / 88 / 2009-आईआर(सीएम)-I]

जयदीप यादव, उप निदेशक

New Delhi, the 22nd June, 2026

S.O. 1318.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award **(Ref. No. 19/2010*)*** of t**he Central Government Industrial Tribunal-cum-Labour Court, Dhanbad-I** as shown in the Annexure, in the industrial dispute between the Management of **BCCL.** and **their workmen.**

[No. L-20012/88/2009–IR(CM)-I]

JAIDEEP YADAV, Dy. Director

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO.1,DHANBAD

In the matter of reference U/S 10 (1) (d)& (2A) of I.D.Act. 1947.

Reference Case No. 19/2010

Parties:

Employers in relation to the management of Lodna Area of M/s BCCL, Dhanbad

AND

Their Workmen

Present: **Shri Sachindra Kumar Pandey**

Presiding Officer

Appearances:

For the Employers :-Sri N.M. Kumar, Ld. Advocate

For the workman :-Sri N G Arun, Ld. Representative

State : Jharkhand. Industry:-Coal

Dated 04/06/2026

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-20012/88/2009-IR(CM-I) dated 17/02/2010 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 Organizing Secretary, Rashtriya Colliery Mazdoor Sangh, Dhanbad for adjudication by this Tribunal:

SCHEDULE

"Whether the action of the Management of Joyrampur Colliery under M/s BCCL in superannuating Sri Samsul Mian, Pump Operator w.e.f. 31.08.2002 is legal and justified? ii) To what relief is the workman concerned entitled?"

2. The case of the workman as per the written statement filed on his behalf is that the workman Samsul Mian had been performing work as Pump Operator at Joyrampur Colliery of Lodna Area with satisfaction and unblemished record and he was made permanent in the services of the Company w.e.f. 10.11.1978. As per section 48 of the Mines Act 1952 read with Mines Rule 77, 77A & 78, the statutory duty of the employer is to record the date of birth including all antecedents of the workman in Form 'B' and accordingly the then private owner of Joyrampur Colliery had also maintained all the above noted information in their Form 'B' and his date of birth is recorded as 31.07.1955. The Identity Card, Provident Fund record, Service Excerpts issued by the BCCL also contains the date of birth as 31.07.1955 which the BCCL has also admitted in various correspondences. His family Identity Card also contains his date of birth as 31.07.1955. On 06.04.2007 the management of Lodna Area on the request of the workman in respect of date of birth has stated that no record is available of erstwhile owner of Joyrampur Colliery. The date of birth of Samsul Mian is mentioned in Original Form 'B' register of Joyrampur Colliery as 28 years as on 10.08.1970 i.e. 10.08.1942 and as per new Form 'B' prepared in 1998 his date of birth has been mistakenly recorded as 31.07.1955. It has been stated that in all the statutory records the date of birth of the concerned workman is recorded as 31.07.1955 and so the superannuation of the workman w.e.f. 31.08.2002 is illegal and unjust. When the management of Joyrampur Colliery and Lodna Area denied to accept the date of birth of the workman as 31.07.1955, having no alternative the present industrial dispute was raised before the ALC(C), Dhanbad which ended in failure that resulted in the present reference. The action of the management in the above facts and circumstances is not proper, legal & justified and prayed to answer the reference in favour of the workman with full back wages and other benefits.

3. On the other hand the case of the management as per the written statement filed on 16.02.2012 is that Samsul Mian having P. No. 00849158 was working as a Pump Operator at Joyrampur Colliery under Lodna Area. As per the statutory record of the colliery his date of birth is 28 years as on 10.08.1970 in the old Form 'B' Register i.e. the date of birth being 10.08.1942. As per I.D. Card Register of the Colliery his date of birth is mentioned as 28 years as on 10.08.1970 at Sl. No. 49. In the NEIS his date of birth is recorded as 10.08.1942. The management had issued retirement notice to the workman concerned on 04.05.2002 indicating that on attaining the age of 60 years as per company's record on 10.08.2002, he would stand superannuated w.e.f. 31.08.2002 and accordingly he had been retired correctly. The matter was also examined by appointing a committee in which it was observed that the workman has been correctly superannuated as per the age available in the old Form 'B' Register. The workman had filed a writ before the Hon'ble Jharkhand High Court at Ranchi bearing No. WPS No. 360/2002 in which the Hon'ble Court vide order dated 20.03.2003 observed that the issue of date of birth is a disputed question of fact and he may get it adjudicated by Civil Court/Labour Court of competent jurisdiction and no relief can be granted in writ petition. In the New Form 'B' the date of birth recorded differently do not have any merit to alter the original age recorded in the above case and so the action of the management in superannuating the workman w.e.f. 31.08.2002 is just and fair and he is not entitled to get any relief. In rejoinder the stand taken by the workman in its W/S has been denied and disputed.

4. The workman has also filed rejoinder dated 19.02.2013 to the W/S of the management in which the workman has again repeated the same facts as stated in the statement of claim and denied the stand taken by the management in his W/S.

5. During the pendency of this case the workman died and in his place the name of Shahanwaj Alam, the son of the deceased workman was substituted to continue this case.

6. In support of the case of the workman WW-1 Shahanwaj Alam has been examined.

7. The following documentary evidences have been adduced from the side of the workman:

Exhibit W-1 – Copy of order dated 20.03.2003 passed by the Hon'ble Jharkhand High Court

Exhibit W-2 – Copy of Letter dated 03.12.2003 sent to the Chief General Manager, Lodna Area by the G.M. (P&IR)

Exhibit W-3 – Copy of Letter dated 04.12.2003 sent to the workman Samsul Mian by the Dy. Chief Personnel Manager, Lodna Area

Exhibit W-4 Series – Copy of Form 'B' etc

Exhibit W-5 – Identity Card dated 20.06.1975

Exhibit W-6 – Copy of Family Identity Card

Exhibit W-7 – Copy of Reply under RTI Act, 2005

Exhibit W-8 – Rejoinder to the counter affidavit of the management in W.P.(S) No. 3604 of 2002

8. On the other hand the management has examined MW-1 Pramod Kumar.

9. The following documentary evidence has been adduced from the side of the management:

Exhibit M-1 – Copy of Form 'B' of the deceased workman Samsul Mian

Exhibit M-2 – Copy of Retirement notice dated 04.05.2002.

10. Heard both sides and perused the materials on record.

11. The Ld. Representative of the workman has submitted that the workman namely Samsul Mian was performing his duty as Pump Operator at Joyrampur since 10.08.1970. Prior to take over by the BCCL it was known as Khas Joyrampur Colliery Pvt. Ltd. and after nationalization in the year 1971-72 this was amalgamated with M/s. BCCL known as Joyrampur Colliery and Lodna Area. At the time of joining of the workman on 10.08.1970 his date of birth was recorded as 31.7.1955 and accordingly his date of retirement comes to 31.07.2015. The said date of birth has been recorded in old Form 'B' of the then management/owner, Identity Card, CMPF record as well as Service Excerpts of the BCCL prepared

on 01.04.1987 but the workman was prematurely superannuated on 10.08.2002 which is illegal and unjustified and prayed to hold the action of the management as illegal and unjustified and pass award in favour of the workman.

12. On the other hand the Ld. Counsel on behalf of the management has submitted that the concerned workman Samsul Mian was appointed on 10.08.1970 and he was working as Pump Operator at Joyrampur Colliery Lodna Area and in his initial Form 'B' Register his age has been recorded as 28 years at the time of joining on 10.08.1970 and this Form 'B' also bears the thumb impression of the workman who has admitted his age as mentioned in Form 'B' Register and accordingly the management had issued notice of retirement to him dated 04.05.2002 and he was legally superannuated on 31.08.2002 after attaining 60 years age. As per the initial record of the company the date of birth of the concerned workman has been recorded as 28 years on the date of his joining and accordingly the action of the management regarding his superannuation is quite justified and after his retirement the concerned workman cannot be allowed to raise this Industrial Dispute and prayed to hold the action of the management as legal and justified and the workman is not entitled to any relief.

13. On perusal of the oral testimony of WW-1 Shahanwaj Alam it is evident that the deceased Samsul Mian was his father and he was working as Pump Operator in Joyrampur Colliery under Lodna Area of M/s. BCCL. His original Form 'B' Register, Identity Card issued by the BCCL, CMPF Records as well as the service excerpts issued by the BCCL finds the date of birth of his father recorded as 31.07.1955 and so his father's superannuation w.e.f. 31.08.2002 is illegal and unjustified. In cross-examination he has admitted that his father retired on 31.08.2002. At that time his age was 40 to 45 years but he cannot show any paper that his father was 40 to 45 years at that time.

14. As regards the documentary evidence adduced from the side of the workman, **Exhibit W-1** is the Photo Copy of Order dated 20.03.2003 passed by the Hon'ble Jharkhand High Court in WPS No.3604/2002 that was filed by the workman Samsul Mian against the BCCL and others which the Hon'ble Court disposed of holding that the date of birth is disputed question of fact which cannot be decided in writ petition and the workman was at liberty to approach Civil Court/Labour Court for adjudication of the same. **Exhibit W-2** is the letter dated 03.12.2003 written by the General Manager (P&IR) to the Chief General Manager, Lodna Area by which he has been informed that the date of birth dispute of the workman Samsul Mian was examined by the date of birth committee on the basis of different records and documents submitted by the Area and the Committee was of the opinion that in old and original Form 'B' Register of his initial place of posting the age recorded as 28 years on 10.08.1970 which comes to 10.08.1942 and therefore the superannuation on 31.08.2002 is justified. **Exhibit W-3** is the letter dated 04.12.2003 written by Dy. Chief Personnel Manager, Lodna Area to the workman Samsul Mian by which he has informed that his date of birth which has been recorded as 28 years on 10.08.1970 in the original Form 'B' is accepted and taken as authentic. **Exhibit W-4 Series** are the photo copies of Form 'B', declaration of Khas Joyrampur Colliery and Service Excerpts of the workman and all these documents show that the date of birth of the workman Samsul Mian has been recorded as 31.07.1955. **Exhibit W-5** is the copy of Identity Card issued by the BCCL of Joyrampur Colliery in the name of workman Samsul Mian on 20.06.1975 which also finds mentioned the date of birth of the workman as 31.07.1955. **Exhibit W-6** is the Family Identity Card of the workman issued from the side of the BCCL, Lodna Area and these documents also reveal that the date of birth of the workman has been recorded as 31.07.1955. **Exhibit W-7** is the letter dated 06.04.2007 written to the Treasurer of the Union by the Dy. Chief Personnel Manager, Lodna Area informing that no record is available of erstwhile owner in Joyrampur Colliery and date of birth of Samsul Mian in original Form 'B' Register of Joyrampur Colliery is mentioned as 28 years as on 10.08.1970 i.e. 10.08.1942 duly acknowledgement by the workman Samsul Mian by putting L.T.I. for accepting the entry including the date of birth and as per new Form 'B' prepared in 1998 by mistake his date of birth mentioned as 31.07.1955 without taking reference of original Form 'B' which was clerical mistake and there is no record and information with them about the family I.D. Card. **Exhibit W-8** is the copy of rejoinder to the counter affidavit filed in W.P.(S) No. 3604 of 2002 which also finds the repetition of the same date of birth as 31.07.1955 from the side of the workman though it is not much relevant being simply a part of pleadings.

15. As regards the oral testimony of MW-1 Pramod Kumar, AGM of Lodna Area BCCL, he has deposed that in Old Form 'B' the date of birth of the workman was recorded as 10.08.1942 (as 28 years as on 10.08.1970). As per NEIS his date of birth was recorded as 10.08.1942. As per retirement notice dated 04.05.2002, the workman was to retire w.e.f. 31.08.2002 and accordingly he was retired from the

services of the company on 31.08.2002 rightly. As per the record and the mother record i.e. Old Form 'B' it is evident that the deceased workman was rightly superannuated on attaining 60 years of age w.e.f. 31.08.2002 as per the provisions of NCWA. He has also submitted Exhibit M-1 which is copy of Original Form 'B' Register. In Cross-examination he has admitted that the workman was appointed initially in BCCL on 10.08.1970. He can not say when Joyrampur Colliery was taken over by Coal Mines Authority. Form 'B' Register is prepared as per Mines Act. From their Office, information is sent to CMPF Office and it is a fact that in the service excerpts, the date of birth is 31.07.1955 and Exhibit W-4 Series are correct. He has denied the suggestion that he was deposing falsely.

16. As regards the documentary evidence from the side of the management, **Exhibit M-1** is photo copy of Form 'B' Register of Employees of Joyrampur Mines of BCCL and on its perusal it transpires that the name of the workman Samsul Mian has been mentioned on Serial No. 69 and in the column of age, 28 years has been mentioned and the column of signature/thumb impression, also bears the thumb impression but beside it the name of the person who put his thumb impression has not been mentioned. **Exhibit M-2** is the copy of notice of retirement dated 04.05.2002 issued by the BCCL to the workman Samsul Mian informing that as he will attain the age of 60 years as per company's record on 10.08.2002, he was informed that he was to retire from company service w.e.f. 31.08.2002 and he was also advised to avail the balance of earned leave/privilege leave before the expiry of retirement to collect the legal dues if any including gratuity etc.

17. It is a fact that prior to the nationalization of coal mines as well as prior to the taken over of Joyrampur Colliery by the BCCL it was known as the Khas Joyrampur Colliery and after it was taken over by the BCCL in 1971-72 it was known as Joyrampur Mines under Lodna Area of BCCL.

18. This is admitted fact that the concerned workman namely Samsul Mian joined Khas Joyrampur Colliery on 10.08.1970 i.e. prior to its being taken over by the BCCL after the nationalization and accordingly Form 'B' Register was prepared and declaration of Khas Joyrampur Colliery was separately prepared **(Exhibit W-4 Series)** in which the date of birth of the workman Samsul Mian was initially recorded as 31.07.1955. It is also evident from **Exhibit W-4 Series** that after it was taken over by the BCCL, the Identity Card of SamsulMian was issued by Joyrampur Colliery of BCCL on 20.06.1975 in which also his date of birth is very clearly recorded as 31.07.1955 **(Exhibit W-5).** Not only this, **Exhibit W-6** was also prepared and issued by the Officials of BCCL which is Family Identity Card of the workman Samsul Mian in which also his date of birth is recorded as 31.07.1955 and in the year 1987 the BCCL itself prepared the service excerpts of workman Samsul Mian in which also his date of birth has been recorded as 31.07.1955 and it also bears signature of the BCCL Officers and therefore there is no reason to dispute the genuineness of these documents and MW-1 has also admitted in his cross-examination that Exhibit W-4 Series are correct.

19. Now this is very surprising that **Exhibit W-7** which is letter written by Dy. Chief Personnel Manager, Lodna Area to the Treasurer of the Union dated 06.04.2007 that as per new Form 'B' prepared in 1998, by mistake the date of birth of the workman is mentioned as 31.07.1955 which is clerical mistake and as such it was not taken consequent of which is a clear cut white lie and face saving stand of the management and so can not be accepted because **Exhibit W-5** which is Identity Card of the workman Samsul Mian that was issued by the BCCL Officers about 23 years back on 20.06.1975 itself, his date of birth has been recorded as 31.07.1955 and in his service excerpts that was prepared in the year 1987 that also bears the signature of the BCCL Officers, the date of birth of the workman has been recorded as 31.07.1955 and therefore, on the basis of above discussion it is crystal clear that this is the management which is deliberately denying the date of birth of the workman Samsul Mian that was initially recorded as 31.07.1955 on the date of his initial joining i.e. on 10.08.1970 and it appears that subsequently the BCCL officials misplaced the entire original documentary records of the date of birth of the workman and so in the year 1998 it was deliberately distorted by the BCCL Officers and his new Form B was prepared and his age was then recorded as 28 years showing the same to have been recorded on his date of joining vide Ext.M-1 and so it can not be relied only on the ground that a thumb impression is there in the column of thumb impression without there being any name just below it showing whose thumb impression is this. So the stand taken by the management is quite baseless and the correct date of birth of the workman Samsul Mian was initially recorded in Original Form 'B' Register as well as several other documents (Ext. 4 series) as discussed above as 31.07.1955 and in such a circumstance the management can not be allowed to harvest the benefit of his own wrongdoings by forcibly retiring the workman Samsul Mian prematurely on 31.08.2002 instead of 31.08.2015 and most

importantly all these documents on which basis the workman is claiming relief in this case, are not his private documents rather all have been issued from the offices of the BCCL itself and so it can not be allowed to disown it now and this is settled principle of law that if there are 2 types of different documents in BCCL relating to the date of birth of a workman, the document of date of birth favourable to the interest of the workman, must prevail.

20. Thus on the basis of the above discussions of the facts, circumstances and materials available on the case record this Tribunal comes to the conclusion that the action of the management of Joyrampur Colliery under M/s. BCCL in superannuating Sri Samsul Mian, Pump Operator w.e.f. 31.08.2002 is neither legal nor justified and as per his correct date of birth as 31.07.1955 he must have been superannuated on 31.07.2015 and so he is entitled to the full back wages and all other consequential and retiral benefits for the rest of the periods upto 26.01.09 when he died. As the concerned workman has died, the management is directed to make payment of the above entire amount of arrears of money to the legal heir of the deceased workman within a period of 3 months from the date of the 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, 22 जून, 2026

का.आ. 1319.—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 16**/2004) को प्रकाशित करती है,

[सं. एल-20012 / 307 / 2002-आईआर(सीएम)-I]

जयदीप यादव, उप निदेशक

New Delhi, the 22nd June, 2026

S.O. 1319.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award **(Ref. No. 16/2004*)* of t*he* **Central Government Industrial Tribunal-cum-Labour Court, Dhanbad-I** as shown in the Annexure, in the industrial dispute between the Management of **BCCL.** and **their workmen.**

[No. L-20012/307/2002–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. 16/2004

Parties:

Employer in relation to the management of Sijua Area

Of M/s. BCCL, Sijua, Dhanbad

AND

Their Workman

Present: Shri Sachindra Kumar Pandey

Presiding Officer

Appearances:

For the Employers :- Sri D.K. Verma, Ld. Advocate

For the workman :- None.

State : Jharkhand. Industry:-Coal

Dated 04/06/2026

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-20012/307/2002 -IR(C-I) dated 14/01/2004 has been pleased to refer the following dispute between the employer i.e. management of Sijua Area of M/s. BCCL, Sijua, Dhanbad and their workman through Joint General Secretary, Bahujan Mazdoor Union, Dhansar, Dhanbad for adjudication by this Tribunal:

SCHEDULE

"Whether the action of the management of Sijua Area of M/s BCCL in not regularising S/Sri Mahangu Ram and 120 others (as per list) as General Mazdoor Cat-I w.e.f. 1.10.1980 is justified? If not, to what relief are the concerned workmen entitled and from what date?"

2. On receiving order no. L-20012/307/2002 -IR(C-I) dated 14/01/2004 Government of India, Ministry of Labour, New Delhi for adjudication of the dispute, Reference case no. 16 of 2004 was registered on 04.02.2004 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 up after a long gap on 26.11.2021 and registered notices were issued to both the parties but workman/union failed to appear. However Sri D.K. Verma, Advocate for the management appeared and notice of the workman/union returned with endorsement "Undelivered". Though on 17.04.2026 Sri D.K. Verma, Advocate for the management appeared and submitted that workman is not present since long so case may be closed.

4. On perusal of the entire case record it transpires that workman/union never appeared before this Tribunal since 2021 which shows that he has lost his interest in this case and therefore, for the ends of justice, this case deserves to be dismissed for non prosecution.

5. Hence,

ORDERED

that this case is hereby dismissed for non prosecution and a "No Dispute Award" be drawn up in respect of the above reference case. Let the copies of Award in duplicate be sent to the Ministry of Labour & Employment, Government of India, New Delhi for information and notification.

SACHINDRA KUMAR PANDEY, Presiding Officer

नई दिल्ली, 22 जून, 2026

का.आ. 1320.—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 **41/2018**) को प्रकाशित करती है,

[सं. एल-22012 / 136 / 2018-आईआर(सीएम)-II]

जयदीप यादव, उप निदेशक

New Delhi, the 22nd June, 2026

S.O. 1320.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award **(Reference.41/2018*)*** 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,

[No. L-22012/136/2018–IR(CM)-II]

JAIDEEP YADAV, Dy. Director

ANNEXURE

BEFORE THE CENTRAL GOVT. INDUSTRIAL TRIBUNAL -CUM- LABOUR COURT, ASANSOL.

PRESENT: Shri Ananda Kumar Mukherjee,
Presiding Officer,
C.G.I.T-cum-L.C., Asansol.

REFERENCE CASE NO. 41 OF 2018

PARTIES: Ramsurat Prasad
Vs.
Management of Poniati Workshop, ECL

REPRESENTATIVES:

For the Union/Workman: Mr. Chandi Banerjee, General Secretary, CMU.

For the Management of ECL: Mr. P. K. Das, Advocate.

INDUSTRY: Coal.

STATE: West Bengal.

Dated: 03.02.2026

AWARD

In exercise of powers conferred under clause (d) of Sub-section (1) and Sub-section (2A) of Section 10 of the Industrial Disputes Act, 1947 (14 of 1947), the Government of India through the Ministry of Labour, vide its Order **No. L-22012/136/2018-IR(CM-II)** dated 22.11.2018 has been pleased to refer the following dispute between the employer, that is the Management of Poniati Workshop 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 Poniati Workshop in not rectifying the anomaly in basic pay of Sri Ram Surat Prasad compared to his junior Sri Shrawan Roy is just and legal? If not, to what relief the workman Sri Ram Surat Prasad is entitled to?* **"**

1. On receiving Order **No. L-22012/136/2018-IR(CM-II)** dated 22.11.2018 from the Government of India, Ministry of Labour, New Delhi for adjudication of the dispute, a Reference case was registered on 10.12.2018 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. Colliery Mazdoor Union, representing Ramsurat Prasad filed written statement on 04.03.2019. The fact of the case as disclosed in the written statement in brief, is that Ramsurat Prasad, Security Guard was promoted to the post of Head Security Guard at Poniati Workshop of Eastern Coalfields Limited (hereinafter referred to as ECL) in Technical & Supervisory Grade 'E' (hereinafter referred to as T&S Grade 'E') w.e.f. September, 2012. He was senior to Shrawan Roy in the same cadre who was promoted to the post of Head Security Guard, Poniati Workshop, T&S Grade 'E' w.e.f. November, 2014. The main contention of the union is that Ramsurat Prasad after his promotion was getting lower pay than Shrawan

Roy, who was a Junior Head Security Guard and was promoted at a later stage. The grievance of the workman is that he was receiving a higher pay than Shrawan Roy before his promotion but after promotion of Shrawan Roy, the aggrieved workman received a lower pay, giving rise to anomaly in payment of wages. Management of Poniati Workshop did not issue any order to resolve the anomaly in payment between a junior and senior staff member. Accordingly, union raised the Industrial Dispute to sort out the anomaly.

3. After issuance of Notice management of ECL filed written statement after five (5) years, on 08.12.2023. It is disclosed that Ramsurat Prasad was appointed on 30.03.1990 and Shrawan Roy was appointed on 13.08.1990. Both the workmen were promoted to the post of Armed Guard Grade 'F' w.e.f. 02.07.2005. Ramsurat Prasad was thereafter promoted to the post of Head Security Guard T&S Grade 'E' w.e.f. 22.08.2012 whereas Shrawan Roy was promoted to the post of Head Security Guard, T&S Grade 'E' w.e.f. 12.11.2014. Up to the month of October, 2014 the Basic Pay of Ramsurat Prasad was Rs. 29,142.47/- and of Shrawan Roy was Rs. 28,583.16/-. However, from the month of November, 2014, after Shrawan Roy was promoted, he received three percent (3%) as promotional increment and his Basic pay was fixed at Rs. 29,440.65/- but at the relevant time Basic pay of Ramsurat Prasad remained same at Rs. 29,142.47/-. According to the management Ramsurat Prasad had the benefit of promotion w.e.f. 28.02.2012 whereas Shrawan Roy was granted promotion w.e.f. 12.11.2014. Shrawan Roy received a Service Linked Promotion (hereinafter referred to as SLP) in January, 2014, as he did not receive any promotion in eight years since his earlier promotion on 02.07.2005. Thereafter, on his usual promotion on 12.11.2014 his Basic pay became higher than Basic pay of Ramsurat Prasad. It is contended that there is no anomaly in fixation of Pay of Ramsurat Prasad as per the provisions of Implementation Instruction No. 14 (hereinafter referred to as I.I. No. 14) under National Coal Wage Agreement – IX (hereinafter referred to as NCWA-IX), which applied to the employees of the Coal India Limited at the relevant time. The management of ECL asserted that according to the provision of I.I. No. 14 the case will come under pay anomaly under the following situations :

" (1) When the senior employee promoted to a higher post before 1st July 2011 draws less pay in the revised pay than his/her junior who is promoted later to the higher post.

(2) Senior employee in the same pay and covered by the same seniority list and same designation in a cadre and who has secured fixation at the same stage as his junior but due to different dates of increment the junior starts getting higher pay than his senior. The removal of such anomalies will be subject to the following conditions :

(a) both the junior and senior employee should belong to the same cadre and the post /grade /category in which they have been promoted should be covered by the same seniority list and same cadre,

(b) the pre-revised and revised pay of lower and higher post in which they are entitled to draw pay should be identical;

(c) the anomaly should be directly as a result of application of normal rules of fixation on such promotion in the revised pay and as a result of fixation of pay in the revised pay under NCWA-IX. The next date of increment of the senior employee will be the same as that of junior employee.

If even, in the lower post, the junior employee was drawing more pay in the pre revised pay than the senior by virtue of any advance increment granted to him. these provisions shall not apply in such cases.

It has to be ensured that for removal of anomalies, the basic conditions stipulated above are fulfilled before initiating any action.

This will apply to cases arising on or after 1st July, 2011. "

According to the management the date of promotion of Ramsurat Prasad and Shrawan Roy were different and their fixation of Pay was secured at different stages. Therefore, Ramsurat Prasad would not come under the purview of Pay anomaly provided in I.I. No. 14 under NCWA-IX. It is urged that the Industrial Dispute has no merit and is liable to be dismissed.

4. The short point for consideration is whether the action of the management in not rectifying the anomaly in Basic pay of Ramsurat Prasad and Shrawan Roy is justified and legal. If not, what relief the workman is entitled to.

5. Union examined Ramsurat Prasad has examined himself as Workman Witness No. 1. He filed an affidavit-in-chief disclosing that in November, 2014 his Basic pay was Rs. 29,142.47/- whereas the Basic pay of Shrawan Roy was 29,440.66/-. It is stated that he is senior to Shrawan Roy and they have been promoted to the same grade i.e., T&S Grade 'E' in the post of Head Security Guard. It is claimed that the management of Poniati Workshop failed to resolve the anomaly by fixing the Basic pay of Ramsurat Prasad at Rs. 29,440.66/- from November, 2014. During his examination-in-chief workman witness deposed that he was promoted to the post of Head Security Guard / Havildar in September, 2012 and his junior Shrawan Roy, promoted to the post of Head Security Guard / Havildar in November, 2014. On promotion Ramsurat Prasad received an increment of three percent (3%) of his Basic pay and in January, 2014 his Basic pay was fixed at Rs. 28,293/-. The Basic pay of Shrawan Roy in January, 2014 was Rs. 27,750/-. Thereafter in November, 2014 the Basic pay of Ramsurat Prasad was raised to Rs. 29,147/- whereas the Basic of Shrawan Roy on promotion was fixed as Rs. 29,440.66/-. The workman did not produce any document in course of his evidence.

6. During cross-examination witness deposed that Shrawan Roy received a higher Pay of Rs. 298/- per month in his Basic pay than him and both of them were promoted to the post of Head Security Guard.

7. Management examined Mr. Pragyanand Pandey as Management Witness No. 1. He filed affidavit-in-chief and produced the following documents in support of their case :

(i) Copy of the Service Book of Ramsurat Prasad is produced as Exhibit M-1.

(ii) Copy of Service Register (Service Record) of Shrawan Roy, as Exhibit M-2.

(iii) Copy of the Order of Promotion dated 02/04.07.2005 of Ramsurat Prasad and Shrawan Roy to the post of Armed Guard, T&S Grade 'F', as Exhibit M-3.

(iv) Copy of the Order of Promotion of Ramsurat Prasad as Head Security Guard dated 29.08.2012 (marked as Exhibit M-4).

(v) Copy of the Order of Pay Fixation of Ramsurat Prasad on promotion dated 09.10.2012, as Exhibit M-5.

(vi) Copy of the Note sheet in respect of SLP granted to Shrawan Roy dated 24.01.2014, as Exhibit M-6.

(vii) Copy of the Office Order dated 01.12.2014, whereby Shrawan Roy was promoted as Head Security Guard w.e.f. 12.11.2014, as Exhibit M-7.

(viii) Copy of Application dated 11.02.2015 submitted by Ramsurat Prasad, alleging that there was anomaly in his pay fixation, as Exhibit M-8.

(ix) Copies of the Pay Slips of Ramsurat Prasad and Shrawan Roy for January 2014, July 2014 and November, 2014 are produced as Exhibit M-9 collectively.

(x) Copy of Note sheet initiated for anomaly in Basic pay of Ramsurat Prasad, Head Security Guard and for the purpose of removing the anomaly, the authority revised his Basic pay to Rs. 30,323.87/- fixing his next date of increment as July, 2016, is produced as Exhibit M-10.

(xi) Copy of the Master Amendment Advice relating to the pay fixation of Ramsurat Prasad, as Exhibit M-11.

(xii) Copy of Office Order dated 24.08.2016, regretting the claim for removal of anomaly in Basic pay of Ramsurat Prasad, arising out of pay fixation of Shrawan Roy, as Exhibit M-12.

(xiii) Copy of I.I. No. 14 under NCWA-IX, as Exhibit M-13.

(xiv) Copy of a Calculation sheet prepared by the Assistant Manager (Personnel), Poniati Workshop and signed by the Deputy Manager (Finance), Poniati Workshop where Basic pays of the two employees are compared, is produced as Exhibit M-14.

During his evidence the management witness stated that according to I.I. No. 14 under NCWA-IX Ramsurat Prasad is not entitled to any benefit by removal of anomaly in pay as he did not belong to the same cadre as Shrawan Roy and the management by Office Order dated 24.08.2016 (Exhibit M-12) has regretted the claim for removal of anomaly. Copy of the Office Order was served upon the workman.

8. In course of cross-examination the management witness deposed that management initially approved the claim for removing anomaly and increased the Basic pay of Ramsurat Prasad to Rs. 30,323.87/- per month from November, 2015 (Exhibit M-10). The witness admitted that there was no official communication of the decision to Ramsurat Prasad by any order or letter that his Basic pay was increased to Rs. 30,323.87/- per month from November, 2015 and the next date of his increment was July, 2016. Witness denied the suggestion that Ramsurat Prasad is entitled to the Basic pay at par with Shrawan Roy.

9. Mr. Chandi Banerjee, representing the workman argued that Ramsurat Prasad being a senior employee than Shrawan Roy and being in the same cadre of Head Security Guard, T&S Grade 'E' is entitled to a pay protection by granting him same Basic pay as Shrawan Roy. It is claimed that Ramsurat Prasad was granted a promotion to the post of Head Security Guard, T&S Grade 'E' w.e.f. 22.08.2012, whereas Shrawan Roy who was in the same cadre and have been promoted to the post of Head Security Guard in November, 2014 are covered by the same seniority list. It is claimed that the pre-revised and revised pay in the lower and higher post in which both were entitled to draw was also identical. Therefore, according to I.I. No. 14 under NCWA-IX the Basic pay of the senior employee should be protected by removing the anomaly and his Basic pay should be at par with the Basic pay of Shrawan Roy, who received a Basic pay of Rs.29,440.65/- in November, 2014.

10. Mr. P. K. Das, learned advocate for the management of ECL in reply urged that Shrawan Roy did not get promotion according to the same seniority list. After eight years of service, he was granted the benefit of SLP in January, 2014 and thereafter he was promoted to the post of Head Security Guard in November, 2014 with a benefit if three percent (3%) promotional increment of his Basic pay. It is argued that the Basic pay of Shrawan Roy stood higher than the petitioner workman. It is argued that the Ramsurat Prasad is not entitled to any protection of pay and there is no merit in the Industrial Dispute.

11. I have considered the rival arguments advanced on behalf of the union and management in the backdrop of the facts and circumstances of the case disclosed in their pleadings and evidence adduced by the parties. It is gathered from the written statement of the management that Ramsurat Prasad and Shrawan Roy were appointed in service on 30.03.1990 and 13.08.1990 respectively. Both were initially promoted to the post of Armed Guard, T&S Grade 'F' on 02.07.2005. It is an all-accepted fact that both the employees belong to the same cadre at the source. Ramsurat Prasad being a senior was promoted to the post of Head Security Guard, T&S Grade 'E' on 22.08.2012 where Shrawan Roy was promoted to the post of Head Security Guard on 12.11.2014. The trajectory of their career indicates that both the employees, senior and junior, belonged to the same cadre and the post, grade and category to which they have been promoted is covered by the same seniority list and same cadre. It further appears to me that the pre-revised and revised Pay of lower and higher post in which they are entitled to draw their Pay is also identical. The anomaly cropped up due to grant of SLP to Shrawan Roy in January, 2014 and then a promotion in November, 2014. Under such circumstances I am of the considered view that the Senior employee in the same seniority list who is receiving Basic pay less than the Junior employee, Shrawan Roy should be stepped up to the level of pay to the junior employee from the date on which the anomaly has arisen i.e., from November, 2014. Therefore, Ramsurat Prasad should get a Basic pay of Rs.29,440.65/- from the month of November, 2014 in place of Rs. 29,142.47/-. According to the provision of I.I. No. 14 under NCWA-IX, the anomaly which has arisen due to fixation of higher pay to the junior employee, Shrawan Roy on account of granting SLP in January, 2014 and thereafter normal promotion in November, 2014 has to be removed by stepping up the Basic pay of the senior employee equal to the higher Pay received by the junior employee. The next date of increment of senior employee shall have to be the same as the junior. In this matter the management has produced a Note sheet (Exhibit M-10) whereby it proposed to remove the anomaly in the Basic pay of Ramsurat Prasad by stepping up the same at par with the Basic pay of Shrawan Roy w.e.f. July, 2014 at Rs.29,440.66/-. Management in their Note sheet dated 03.12.2015 observed that the Basic pay of both the employees would be Rs. 30,323.88/- in November, 2015 and their next date of increment would be November, 2016. The management in this regard had issued a Master Amendment Advice dated 07.12.2015 (Exhibit M-11) where the Basic pay of Ramsurat Prasad was stepped up to Rs. 30,323.87/-. On a conspectus of the above facts, I find and hold that Ramsurat Prasad being a senior employee in the same cadre as Shrawan Roy and promoted earlier to the post of Head Security Guard in T&S Grade 'E' is entitled to an equal Basic pay as Shrawan Roy of the same cadre who was promoted to the same post at a later point of time i.e., on 12.11.2014. It would be unconscionable if the anomaly in pay of the senior employee, receiving less than a junior employee in the same post / category is not removed. It

is therefore appropriate, just and proper and in accordance with I.I. No. 14 under NCWA-IX, that Basic pay of Ramsurat Prasad should be stepped up at par with Basic pay of Shrawan Roy w.e.f. November, 2014. The management of ECL shall pay the difference of Basic pay and other consequential benefits linked with such Pay to Ramsurat Prasad, U.M. No. 268338 within two (2) months from the date of communication of the Award.

Hence,

ORDERED

that the Industrial Dispute is allowed on contest against the management of Poniati Workshop of Eastern Coalfields Limited. Ramsurat Prasad is entitled to get the benefit of difference of Basic pay, at par with the Basic pay of Shrawan Roy from November, 2014 along with other consequential benefits. Their next date of increment shall be November, 2015. Management of Eastern Coalfields Limited is directed to pay the difference of Basic pay and other consequential benefits linked with such Pay to Ramsurat Prasad, U.M. No. 268338 within two (2) months from the date of communication of the Award. Let an award be drawn up in light of my above findings. Let copies of the Award in duplicate be sent to the Ministry of Labour, Government of India, New Delhi for information and Notification.

ANANDA KUMAR MUKHERJEE, Presiding Officer,

नई दिल्ली, 22 जून, 2026

का.आ. 1321.—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 **04/2021**) को प्रकाशित करती है,

[सं. एल. 22012/6/2021-आई.आर.(सी.एम-II)]

जयदीप यादव, उप निदेशक

New Delhi, the 22nd June, 2026

S.O. 1321.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award **(Reference. 04/2021*)*** of the **Central Government Industrial Tribunal-cum-Labour Court, Asansol** as shown in the Annexure, in the industrial dispute between the Management of **ECL** and their workmen,

[No. L-22012/6/2021–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. 04 OF 2021

PARTIES: Rabi Dhangar
(dependent son of Late Pathali Dhangar)
Vs.
Management of Bansra Colliery, ECL

REPRESENTATIVES:

For the Union/Workman: Mr. Rakesh Kumar, President, Koyala Mazdoor Congress.

For the Management of ECL: Mr. P. K. Das, Advocate.

INDUSTRY: Coal.

STATE: West Bengal.

Dated: 06.03.2026

AWARD

In exercise of powers conferred under clause (d) of Sub-section (1) and Sub-section (2A) of Section 10 of the Industrial Disputes Act, 1947 (14 of 1947), the Government of India through the Ministry of Labour, vide its Order **No. L-22012/6/2021-IR(CM-II)** dated 19.04.2021 has been pleased to refer the following dispute between the employer, that is the Management of Bansra Colliery under 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 Bansra Colliery under Kunustoria Area in denying the employment to the dependent son of Lt. Pathali Dhangar, Ex CC Maker, Bansra Colliery, i.e. Shri Rabi Dhangar is just and legal? If not, to what relief Shri Rabi Dhangar is entitled to?* **"**

1. On receiving Order **No. L-22012/6/2021-IR(CM-II)** dated 19.04.2021 from the Government of India, Ministry of Labour, New Delhi for adjudication of the dispute, a Reference case was registered on 17.06.2021 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. Rabi Dhangar, dependent son of Pathali Dhangar filed written statement on 01.02.2023 through the President of Koyala Mazdoor Congress. Fact of the case as disclosed in the written statement is that the Industrial Dispute raised by the union due to denial of employment to the dependent son of Late Pathali Dhangar, an employee of Bansra Colliery under Kunustoria Area or Eastern Coalfields Limited (hereinafter referred to as ECL) who died in harness on 18.08.2013. The conciliation proceeding was held before the Assistant Labour Commissioner (C), Asansol for resolving the Industrial Dispute but the same resulted in a failure and the Government of India through the Ministry of Labour and Employment referred the Industrial Dispute to this Tribunal for adjudication. According to Rabi Dhangar he applied before the management for providing employment to him against the death of his mother. Supplementary documents were also filed, along with no objection from other family members and Indemnity bond signed by two permanent employees of the company. The management sought for certain clarification and production of documents from Rabi Dhangar. After more than two (2) years from the death of her mother, screening was held at the Colliery Level and the proposal for employment was sent to the Area Office. The management of ECL held medical examination of the dependent son where the Initial Medical Examination Board found him physically fit for his employment but observed that the age of Rabi Dhangar was between thirty-four (34) years and thirty-nine (39) years on 08.06.2016, i.e., on the date of holding medical examination. The Medical Board accordingly assessed the age of petitioner as thirty-six (36) years and six (6) months on the date of medical examination by accepting the mean age. In their written statement it is further stated that on the basis of such assessment the age of the dependent son was thirty-three (33) years eight (8) months and ten (10) days on the date of death of his mother i.e., on 18.08.2013 and he is entitled to employment as per the provisions of Clause 9.3.4 of National Coal Wage Agreement (hereinafter referred to as NCWA). It is contended that the petitioner had no knowledge about the rules and regulation of the company and the management at the time of regretting the prayer for employment should have informed that there was provision for appeal for re-assessment of age by the Apex Medical Board, according to the guidelines of Implementation Instruction No. 76 of NCWA. Furthermore, the Initial Medical Examination Board (hereinafter referred to as IME Board) decided the approximate age of Rabi Dhangar and not the actual age as no age assessment was made according to medical jurisprudence. On the basis of such assertion, Rabi Dhangar prayed that his age on the date of death of his mother may be accepted for the purpose of employment.

3. Management contested the case by filing written statement on 01.02.2023. It is contended inter alia that after death of Pathali Dhangar on 18.08.2013 her son claimed employment on 10.06.2015 after lapse of two (2) years from the date of death of the ex-employee. The management of Bansra Colliery promptly processed his claim for employment. As the dependent son is non-matriculate his age was assessed by the IME Board. On 08.06.2016 the age of Rabi Dhangar was assessed between thirty-four (34) years and thirty-nine (39) years, accordingly he was thirty-six (36) years and six (6) months of age 08.06.2016 i.e., on the date of examination. Management contended that as per norms of the company the age of the applicant on the date of application for employment is considered for processing employment. Since the dependent son was thirty-five years and six months of age approx. on the date of submitting his application on 10.06.2015, he was found ineligible for his employment due to over-age and the decision was communicated to Rabi Dhangar vide letter bearing No. ECL/BC/PER/16-17/543 dated 29.06.2016. Rabi Dhangar did not prefer any appeal against the findings of the IME Board, alleging error in assessment of his age. After passage of two (2) years instant Industrial Dispute has been raised by the union which is not maintainable and is liable to be dismissed.

4. The central issue which requires to be adjudicated is whether the action of the management in denying the employment to the dependent of the deceased employee is justified. If not, what relief Rabi Dhangar is entitled to.

5. Union, to substantiate its case examined Rabi Dhangar as Workman Witness No. 1. He filed an affidavit-in-chief stating that his mother, a permanent employee of Bansra Colliery, bearing U.M. No. 452146, died in harness on 18.08.2013, leaving behind two sons namely Rabi Dhangar and Lakhan Dhangar his younger brother. Witness averred that he applied before the management for providing employment to him and payment of legal dues of his mother. According to the witness the management of colliery did not cooperate with him and did not respond to his application. After some time, he prepared Attestation Form and submitted documents like No Objection, Relationship Certificate, Affidavit, Indemnity Bond. Management held screening and medical examination through IME Board where his age was assessed as thirty-four to thirty-nine years on 08.06.2016 and he was found medically fit but over-age for his employment. Witness further stated that his age was assessed as thirty-three years eight months and ten days on the date of death of his mother i.e., 18.08.2013 and as per NCWA he was entitled to get employment under the employer company. Witness stated that the Personnel Department of the company is the authority to decide whether he is over-age and disentitle him to employment. Witness claimed that at the time of submitting his application after death of his mother he was below thirty-five years of age and the management is legally bound to provide employment to him as per provisions of NCWA. During his examination the witness produced the following documents :

(i) Copy of the Identity Card of Pathali Dhangar is produced as Exhibit W-1.

(ii) Copy of Death Registration Certificate of Pathali Dhangar, as Exhibit W-2.

(iii) Copy of the application of Rabi Dhangar dated 23.09.2013 submitted before the management, informing death of his mother and also praying for his employment, as Exhibit W-3.

(iv) Copy of another application dated 18.12.2013 submitted by Rabi Dhangar praying for employment, as Exhibit W-4.

(v) Copy of application dated 10.06.2015 of Rabi Dhangar addressed to the Agent, Bansra Colliery along with other documents, as Exhibit W-5.

(vi) Copy of reply submitted by Rabi Dhangar against management's letter dated 30.07.2015 / 05.08.2015, as Exhibit W-6.

(vii) Copy of another application of Rabi Dhangar submitted on 01.03.2016 regarding submission of documents, as Exhibit W-7.

(viii) Copy of letter dated 25.05.2016 by which Rabi Dhangar was informed by the management to appear before the Initial Medical Examination Board, scheduled to be held on 08.06.2016, as Exhibit W-8.

(ix) Copy of Initial Medical Examination Report, as Exhibit W-9.

(x) Copy of letter dated 22/24.06.2016 issued by the Area Personnel Manager, Kunustoria Area addressed to the Agent, Bansra Colliery, informing that Rabi Dhangar was not eligible for employment due to over-age, as Exhibit W-10.

(xi) Copy of letter dated 25.07.2003 whereby it has been decided that age on the date of application would be reckoned for offering employment on compassionate ground so that candidates are not debarred on the ground of age at the time of appointment, as Exhibit W-11.

(xii) Copy of the Aadhaar Card of Rabi Dhangar, as Exhibit W-12.

6. In his cross-examination the workman witness deposed that his first application for employment was submitted in the year 2013 and he subsequently submitted other documents. Witness denied the suggestion that he was more than thirty-five years of age at the time of submitting his first application for employment.

7. Management examined Mr. Pratik Sathe as Management Witness No. .1 In his affidavit-in-chief the witness stated that he is posted as Assistant Personnel Manager at Bansra Colliery. Witness admitted that Pathali Dhangar was an employee of ECL posted at Bansra Colliery and expired while in service, on 18.08.2013. The witness averred that the son of the deceased employee claimed employment on 10.06.2015, almost after a lapse of two (2) years from the date of death of the ex-employee. The prayer for employment was processed and the age assessment was held by the IME Board on 08.06.2016. The age of the claimant was assessed between thirty-four (34) years and thirty-nine (39) years, which implied that the age of the person was thirty-six (36) years and six (6) months on the date of medical examination and on the date of his application he was above thirty-five (35) years. Rabi Dhangar was found ineligible for employment due to over-age and the management communicated the same to him through letter dated 29.06.2016. The claimant did not prefer any appeal before the Apex Medical Board for error in his age assessment and raised the Industrial Dispute after passage of two (2) years. The management witness further averred that the management of ECL is justified in not providing employment to Rabi Dhangar. In course of his examination management witness produced the following documents :

(i) Copy of application of Rabi Dhangar dated 10.06.2015 seeking employment against death of his mother is produced as Exhibit M-1.

(ii) Copy of letter dated 25.05.2016 by which initial medical examination of Rabi Dhangar was conducted, as Exhibit M-2.

(iii) Copy of the Report of the Medical Examination, as Exhibit M-3.

(iv) Copy of letter dated 29.06.2016 / 01.07.2016, addressed to Rabi Dhangar, regretting his employment, as Exhibit M-4.

(v) Copy of letter dated 25.07.2003 issued by the Director (P&IR) of Coal India Limited, informing that the age of the candidate would be reckoned as on the date of submitting application, as Exhibit M-5.

(vi) Copy of letter dated 22/24.06.2016 issued by the Assistant Personnel Manager, Kunustoria Area, informing the Agent, Bansra Colliery that Rabi Dhangar was above thirty-five years of age on 08.06.2016 and he was not entitled for employment as per provision of NCWA, as Exhibit M-6.

8. In cross-examination the management witness deposed that management issued a letter dated 30.07.2015 / 05.08.2015, informing Rabi Dhangar to submit reply regarding irregularities found in the application for employment along with documentary evidence. The same is produced as Exhibit M-7. The witness deposed that the IME Board assessed the age of Rabi Dhangar as thirty-six (36) years and six (6) months. The witness denied the suggestion that on the date of submitting his application Rabi Dhangar was within thirty-five (35) years of age or management committed any illegality by not providing him with employment.

9. Mr. Rakesh Kumar, union representative argued that after the death of Pathali Dhangar her eldest son Rabi Dhangar submitted the first application on 23.09.2013 seeking employment before the management and also informed the Manager Personnel of Bansra Colliery about his mother's death on 18.08.2013. The latter is produced in evidence as Exhibit W-3. It was duly received by the management of Bansra Colliery on 23.09.2013 by affixing seal on the same letter. The dependent sun requested the

Manager Personnel for processing his employment as per information and do the needful at their end. Mr. Kumar vehemently argued that the initial claim for employment was made before the management within 1 month and 6 days from the date of death of the employee. Subsequently, Rabi Dhangar submitted several other applications in support of his claim for employment. The second application for employment was submitted before the management on 18.12.2013 which was also received by the management of Bansra Colliery and a copy of the same is produced as Exhibit W-4. The claim for employment is clear and unambiguous. Subsequently, Rabi Dhangar submitted application on 10.06.2015 (Exhibit W-5), reply against letter dated 30.07.2015/05.08.2015 (Exhibit W-6) and an application submitted on 01.03.2016 (Exhibit W-7). The management held Initial Medical Examination on 08.06.2016 and after finding Rabi Dhangar medically fit for employment it was communicated that he had exceeded the age for employment, as on the date of examination he was thirty-six (36) years and six (6) months. Mr. Rakesh Kumar argued that if the findings of the IME Board was accepted to be correct then the age of Rabi Dhangar should be reckoned as thirty-three (33) years nine (9) months fifteen (15) days on the date he submitted his first application claiming employment i.e., on 23.09.2013. Mr. Kumar argued that the Medical Board did not hold any scientific examination for assigning the age according to the medical jurisprudence and the age was only assessed by his appearance, ranging from thirty-four (34) years to thirty-nine (39) years and the mean of the assessed range of age was treated to be the age of the person. Referring to Exhibit W-10, a letter issued by the Area Personnel Manager, Kunustoria Area addressed to the Agent, Bansra Colliery, where it was communicated that the Medical Board recommended Rabi Dhangar as "medically fit but over age" i.e., above thirty-five (35) years of age as on 08.06.2016, which is not permissible age as per provisions of NCWA and he was requested to inform Rabi Dhangar accordingly. Mr. Kumar relying upon Exhibit W-11, a letter issued by the Director (P&IR) of Coal India Limited bearing No. CIL:C-5B:JBCCI/943/163 dated 25.07.2003, argued that all the subsidiaries of Coal India Limited, including ECL Headquarters have been informed that NCWA has prescribed the age limit for appointment of eligible dependents on compassionate ground and the Hon'ble Minister replying to the question about criteria for determination of age has clarified that *"the age on the date of application would be reckoned for offering employment on compassionate ground so that candidates are not debarred on the ground of age at the time of appointment"*. It is argued that the letter dated 22/24.06.2016 (Exhibit W-10) therefore failed to comply the decision of Coal India Limited, communicated in letter dated 25.07.2003 (Exhibit W-11) as the management of ECL had reckoned the age of the claimant on the date of his medical examination on 08.06.2016 as above thirty-five (35) years and not the age of the candidate on the date of his application for employment on 23.09.2013. Mr. Rakesh Kumar argued that in order to avoid debarring the candidate on the ground of over-age, management had decided to accept the age of the candidate on the date of application and not the date of screening, holding IME or submitting additional documents and clarification. Therefore, the age of Rabi Dhangar should have been computed as thirty-three (33) years nine (9) months fifteen (15) days on the date of his submitting application on 23.09.2013 (Exhibit W-3) on the basis of assessment of age of Rabi Dhangar by the IME Board which is thirty-six (36) years and six (6) months on 08.06.2016. Mr. Kumar argued that the decision of the management denying employment to Rabi Dhangar is arbitrary and illegal act as such the management should be directed to provide employment to the dependent of the deceased employee as per provision of Clause 9.3.4 of NCWA.

10. Mr. P. K. Das, learned advocate for the management of ECL referring to Exhibit M-1, argued that the son of Late Pathali Dhangar submitted his application on 10.06.2015 claiming employment two (2) years after the death of his mother and the age of the dependent son was assessed more than thirty-five (35) years on the date of application on the basis of age assessed by IME Board on 08.06.2016. It is submitted that at the time of submitting his application Rabi Dhangar was thirty-five (35) years and six (6) months of age and he is not eligible for employment as he has crossed the threshold age for employment provided in the NCWA.

11. Having considered the arguments advanced on behalf of the union and management, on the backdrop of pleadings of the parties, facts and circumstances of the case and evidence adduced in the case, I find that Pathali Dhangar was a permanent employee of ECL and died in harness on 18.08.2013. A copy of her Death Registration Certificate is produced by the union as Exhibit W-2 which supports the fact that Pathali Dhangar died on 18.08.2013. The death information was communicated to the Manager (Personnel), Bansra Colliery by none other than Rabi Dhangar, the eldest son of Pathali Dhangar though his application dated 23.09.2013. Management has received the letter affixing a seal of receipt. The document has been admitted in evidence as Exhibit W-3. At the time of admission of documents management did not raise any objection on the ground of its genuineness. During cross-examination of

workman witness no suggestion was put to the workman witness, claiming employment that no such application dated 23.09.2013 and 18.12.2013 (Exhibit W-3 and W-4 respectively) were submitted by him claiming employment against the death of his mother. It is true that accompanying documents like Relationship Certificate and No Objection Certificate from other legal heirs of the deceased employee and Indemnity Bond were not enclosed with the initial application, claiming employment. Application enclosing death registration certificate and other documents like affidavit, attestation form, no objection certificate, photo identity cards were submitted for the first time on 10.06.2015 (Exhibit W-5 / M-1). On 05.08.2015 the Agent, Bansra Colliery issued letter No. ECL/P/Per/15-16/1023 to Rabi Dhangar which has been produced as Exhibit M-7. On a perusal of the letter, it appears that management pointed out certain irregularities in the application of Rabi Dhangar dated 10.06.2015 and sought for clarification and production of few more documents. It is obvious that during consideration of a case for employment, the management may seek various clarification and compliance by production of additional documents. However, the initial application which has set the process in motion has to be considered as the date of submitting application for employment and not the latter application. The management cannot be allowed to take the liberty of considering the last application of the claimant as his application for employment, only to debar him on the point of his age. The management did not exhibit any promptitude on its part by responding to the applications of Rabi Dhangar dated 23.09.2013 or 18.12.2013 where he claimed employment soon after the death of his mother. It is only after spending two (2) years, management asked for some clarification through letter dated 30.07.2015 / 05.08.2015 (Exhibit M-7). Therefore, management cannot be allowed to take advantage of their own negligence. The IME Report (Exhibit W-9 / M-3) reveals that the age of claimant was assessed only on the basis of his appearance and no scientific examination was held. Be that at as it may, the age of the person concerned was assessed between thirty-four (34) years and thirty-nine (39) years on the date of the examination on 08.06.2016. Considering the midpoint of his approximate age it was found that he was thirty-six (36) years and six (6) months old on the date of medical examination. Rabi Dhangar was found medically fit for duty but the IME Board found him over-age on the date of his medical examination. In order to consider the eligibility of the claimant for employment, Coal India Limited has decided to reckon the age of the claimant on the date of submitting his application for employment. In the instant case, the applications for employment were submitted well within the time after death of Pathali Dhangar. The first application was submitted on 23.09.2013 and the second application was submitted on 18.12.2013. Management of ECL had remained silent about these applications and did not controvert such applications in course of cross-examination. It appears to me that at the time of submitting the application on 23.09.2013, the age of Rabi Dhangar was thirty-three (33) years nine (9) months fifteen (15) days, as per the assessment made by the IME Board. Clause 9.3.4 of NCWA provides that the dependents to be considered for employment should be physically fit and suitable for employment and their aged not more than thirty-five (35) years provided that the age limit in case of employment of female spouse would be forty-five (45) years. In so far as male spouse is concerned, there would be no age limit for providing employment. There is no reference in the NCWA regarding the date of reckoning the age of dependent for considering him for employment but in the letter issued by the Director (P&IR) of Coal India Limited bearing No. CIL:C-5B:JBCCI/943/163 dated 25.07.2003, it has been provided that the age on the date of submitting application would be reckoned for offering employment on compassionate ground. I therefore, hold that the management of ECL should have considered that Rabi Dhangar was medically fit and he was below the age of thirty-five (35) years on the date of his submitting application dated 29.09.2013 for employment in place of his deceased mother. Therefore, I find and hold that the decision of management denying employment to Rabi Dhangar by issuing later dated 29.06.2016 / 01.07.2016 (Exhibit M-4), stating that he was over-age i.e., above thirty-five (35) years of age on 08.06.2016 and not eligible for employment as per NCWA is unjustified, arbitrary, illegal, violative of provisions of NCWA and is liable to be set aside.

12. It is pertinent to mention herein that in the case of **Sukumoni Hembram alias Sukumoni Mejhan Vs. Union of India and Others [MAT 27 of 2024]**, the Hon'ble Division Bench of the High Court at Calcutta observed :

" *NCWA is a negotiated agreement that has been arrived at between the employer and the employees. It is a settlement under section 2 (p) of the Industrial Disputes Act, 1947 and has binding effect on the parties thereto under section 18 (3) of the Act of 1947. NCWA has made provisions for compassionate appointment for the dependents of the deceased employee.****"***

I therefore, hold that this is a fit case where the management should provide employment to Rabi Dhangar, dependent son of the deceased employee as per provision of NCWA following the terms of settlement. The Industrial Dispute is accordingly allowed in favour of the union.

Hence,

ORDERED

that the Industrial Dispute is allowed on contest against the management of Bansra Colliery under Kunustoria Area of Eastern Coalfields Limited. Management of Eastern Coalfields Limited is directed to provide employment to Rabi Dhangar, dependent son of Late Pathali Dhangar, ex-employee of Eastern Coalfields Limited after complying all the formalities within two (2) months from the date of communication of the Award. Let an award be drawn up in light of my above findings. Let copies of the Award in duplicate be sent to the Ministry of Labour, Government of India, New Delhi for information and Notification.

ANANDA KUMAR MUKHERJEE, Presiding Officer,

नई दिल्ली, 22 जून, 2026

का.आ. 1322.—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 **07/2016**) को प्रकाशित करती है,

[सं. एल-22012/56/2016-आईआर(सीएम)-II]

जयदीप यादव, उप निदेशक

New Delhi, the 22nd June, 2026

S.O. 1322.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award **(Reference. 07/2016*)*** of the **Central Government Industrial Tribunal-cum-Labour Court, Asansol** as shown in the Annexure, in the industrial dispute between the Management of **ECL** and their workmen,

[No. L-22012/56/2016– 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. 07 OF 2016

PARTIES: Tapan Bouri
(dependent son of Late Sundari Bouri)
Vs.
Management of Narsamuda Project, ECL

REPRESENTATIVES:

For the Union/Workman: Mr. Rakesh Kumar, President, Koyala Mazdoor Congress.

For the Management of ECL: Mr. P. K. Goswami, Advocate.

INDUSTRY: Coal.

STATE: West Bengal.

Dated: 30.04.2026

AWARD

In exercise of powers conferred under clause (d) of Sub-section (1) and Sub-section (2A) of Section 10 of the Industrial Disputes Act, 1947 (14 of 1947), the Government of India through the Ministry of Labour, vide its Order **No. L-22012/5/2016-IR(CM-II)** dated 10.03.2016 has been pleased to refer the following dispute between the employer, that is the Management of Narsamuda Project under Sodepur Area of Eastern Coalfields Limited and their workman for adjudication by this Tribunal.

SCHEDULE

" *Whether the action of the management of Narsamuda Project under Sodepur Area of ECL in not providing employment to Shri Tapan Bouri, dependent son of Late Sundari Bouri on the plea of below 15 years of age at the time of death of Late Sundari Bouri as such not qualifying 9.5.0 of NCWA and debarring his claim on the said clause without subjecting him to IME Board as Sh. Tapan Bouri has not passed High School Certificate Examination, is legal and or justified? If not, to what relief Shri Tapan Bouri is entitled to?* **"**

1. On receiving Order **No. L-22012/5/2016-IR(CM-II)** dated 10.03.2016 from the Government of India, Ministry of Labour, New Delhi for adjudication of the dispute, a Reference case was registered on 23.03.2016 and an order was passed for issuing notice to the parties through registered post, directing them to appear and submit their written statements along with relevant documents in support of their claims.

2. The President of Koyala Mazdoor Congress filed written statement on behalf of Tapan Bouri on 01.06.2016. In brief, the fact of the case as disclosed in the written statement of the union is that Sundari Bouri, the mother of Tapan Bouri was employed as TR Kamin at Narsamuda Project under Sodepur Area of Eastern Coalfields Limited (hereinafter referred to as ECL) as a permanent employee. She died in harness on 21.01.1998. According to the provisions of the National Coal Wage Agreement (NCWA) applicable to the employee and her legal heirs, one dependent is entitled to get employment. Tapan Bouri, the dependent son applied before the management of ECL for providing employment to him in place of her deceased mother. At the time of death of Sundari Bouri, Tapan Bouri her son was below eighteen (18) years of age and the employment proposal was not processed. According to the union if a dependent of the deceased employee is fifteen (15) years of age or above on the date of death of employee then according to Clause 9.5.0 of NCWA-V, the name of the male dependent is required to be kept in the Live Roster and female dependent, if any, would be paid monetary compensation. In the instant case there was no female dependent of Sundari Bouri. Tapan Bouri was more than fifteen (15) years of age and he was required to be provided with employment on his attaining the age of eighteen (18) years but the management did not provide him with employment. Union contended that according to Implementation Instruction No. 76 (hereinafter referred to as I.I. No. 76), if the dependent is a matriculate, his date of birth recorded in the Admit Card would be taken as final, but if the dependent is not a matriculate, then he / she would be referred to the Initial Medical Examination Board (hereinafter referred to as IME Board) for determination of age. In this case, the management did not refer the dependent to the IME Board before regretting the proposal for employment and thereby violated the guidelines of the company. Further case of the union is that after the death of Sundari Bouri, Tapan Bouri requested the management on 09.03.1999 that he was below eighteen (18) years of age and should be provided employment on attaining eighteen (18) years and also prayed for legal dues of his mother. The management did not process the prayer for employment on the plea that the defendant had submitted a belated claim but when it was pointed out that the dependent submitted his claim for employment soon after the death of his mother but the employment proposal was not processed as he was below eighteen (18) years of age, the management of ECL held a screening of Tapan Bouri at Colliery level and the proposal was sent to Sodepur Area. The management of the Area examined the file and regretted the proposal without assessing the age of the dependent. Union asserted that the age of Tapan Bouri was recorded in the Service Record of his mother as four (4) years in 1987. As such, the claimant was fifteen (15) years of age on the date of death of his mother. Union urged that Tapan Bouri is entitled to get employment under provisions of Clause 9.4.0 and 9.5.0 of NCWA.

3. Management contested the case by filing their written statement on 25.01.2023 after six (6) years. The main objection of the management is that as per Service Record of Sundari Bouri the age of Tapan Bouri is four (4) years on 01.04.1987. In the School Leaving Certificate of Tapan Bouri issued from Jagatdihi F. P. School the date of birth was recorded as 29.04.1984. Accordingly, the dependent son was below fifteen (15) years of age at the time of death of his mother. The contention of the management is that as per Clause 9.5.0 of NCWA-V applicable to this case, the age of the dependent should be fifteen (15) years at the time of the death of the employee, but in the present case, since the age of the son was below fifteen (15) years, he is not entitled to employment. Further contention of the management is that the application for employment was received at the office of ECL on 10.09.2010, after lapse of twelve (12) years from the date of death of Sundari Bouri. Therefore, the claimant is not entitled to any employment and the Industrial Dispute is liable to be dismissed.

4. The central point for determination in this case is whether the management of ECL in not providing employment to Tapan Bouri on a plea that he was below fifteen (15) years of age at the time of death of his mother is justified. If not, to what relief the dependent son is entitled to.

5. In support of the claim for employment, union examined Tapan Bouri as Workman Witness No. 1 and submitted an affidavit-in-chief wherein it has been averred that as Sundari Bouri died on 21.01.1998 while she was in service. At the relevant time, Tapan Bouri was below eighteen (18) years of age. The dependence applied for his employment and submitted all documents in support of his claim. The NCWA applicable in the year 1998 provided that if the dependent son is fifteen (15) years of age or above, his name would be maintained in the Live Roster and after attaining eighteen (18) years employment would be provided to him. witness stated that he is non-matriculate and the management should have referred him to the IME Board. It is further averred that according to I.I. No. 76, the age of the claimant for employment is decided by IME Board and if any person is aggrieved with the result the of the IME Board, he could apply before the higher Board for assessment of age, but in the instant case management did not refer him to any Medical Board for assessment of his age. Witness averred that he made his claim for employment within time. In the Service Record of his mother his age was recorded as four (4) years in the year 1987 and on the basis of such record his age was fifteen (15) years on the date of death of his mother and the management was duty bound to maintain his name in the Live Roster. In course of his evidence, the witness has produced the following documents :

(i) Copy of the Identity Card of Sundari Bouri is produced as Exhibit W-1.

(ii) Copy of the Service Record Excerpt of Sundari Bouri, as Exhibit W-2.

(iii) Copy of the Death Registration Certificate of Sundari Bouri, as Exhibit W-3.

(iv) Copy of application dated 04.03.1998 submitted by Bhudeb Bouri, the maternal uncle of Tapan Bouri, informing the death of Sundari Bouri and for payment of dues and for providing employment to the dependent son, as Exhibit W-4.

(v) Copy of application of Tapan Bouri dated 09.03.1999 addressed to the Manager, Narsamuda Colliery claiming employment on compassionate ground, as Exhibit W-5.

(vi) Copy of another application of Tapan Bouri dated 11.05.2002, seeking employment, as Exhibit W-6.

(vii) Copy of application of Tapan Bouri dated 01.10.2003, submitting several documents in connection with his claim for employment, as Exhibit W-7.

(viii) Copy of the Office Order dated 06.12.2010 by which Tapan Bouri was asked to appear before the Screening Committee on 15.12.2010, as Exhibit W-8.

(ix) Copy of the letter dated 21.07.2011 by which Tapan Bouri was advised to appear before Area's Screening Committee on 22.07.2011, as Exhibit W-9.

(x) Copy of the letter dated 08.08.2014 issued by the Senior Manager (P)IR addressed to the Chief Manager (P), Sodepur Aera to examine the matter and take immediate necessary action on the basis of merit of the case, as Exhibit W-10.

(xi) Copy of Advocate's letter dated 08.04.2009 issued on behalf of Tapan Bouri addressed to the Agent, Dhemomain Group, as Exhibit W-11.

(xii) Copy of the Postal Receipts dated 13.04.2009, as Exhibit W-12.

(xiii) Copy of the letter dated 13.08.14 issued by the Senior Manager (P)IR, addressed to Tapan Bouri, assuring that the case is being looked into for taking immediate and necessary action, as Exhibit W-13.

(xiv) Copy of the Note Sheet dated 4/14.05.2011 initiated by the Dy. Manager (Personnel), stating that Tapan Bouri was a minor in the year 1998 and his name should have been kept in the Live Roster, as Exhibit W-14.

(xv) Copy of the Birth Registration Certificate of Tapan Bouri, as Exhibit W-15.

6. In cross-examination, the workman witness deposed that in the Service Record Excerpt (Exhibit W-2) the name of Tapan Bouri and Swapan Bouri were recorded as sons of Sundari Bouri. He further deposed that at the time Service Record was prepared the age of his brother was fifteen (15) years. It is gathered from the cross-examination that in the application, filed before the management of ECL, the name of Swapan Bouri was described as stepbrother of Tapan Bouri. He also admitted that his father was alive at the time his mother passed away. Witness denied the suggestion that there is no provision in the NCWA to maintain the name of minor dependent in the Live Roster, in the year 1998.

7. Management examined Ms. Gangula Meena Kumari, Deputy Manager (Personnel), Narsamuda Colliery as Management Witness No. 1. She filed her affidavit-in-chief, wherein the witness stated that in the Service record of Sundari Bouri the age of Tapan Bouri was recorded as four years in the year 1987 and the dependent son was below fifteen years of age. She further averred that in the School Leaving Certificate of Tapan Bouri issued by Jagatdihi F. P. School his date of birth was recorded as 29.04.1984 and the copy of the School Leaving Certificate is produced as Exhibit M-2. In her evidence-in-chief the witness deposed that Tapan Bouri submitted his application for employment on 10.09.2010 but failed to produce the copy of application. She stated that Tapan Bouri submitted a copy of School Leaving Certificate form the Head Teacher of Jagatdihi F. P. School. In course of her evidence the witness produced the following documents:

(i) Copy of the Death Registration Certificate of Sundari Bouri is produced as Exhibit M-1.

(ii) Copy of the School Leaving Certificate of Tapan Bouri, as Exhibit M-2.

(iii) Copy of the Service Record of Sundari Bouri, as Exhibit M-3.

(iv) Copy of letter dated 13.12.2011 issued by the Manager (P), Narsamuda Colliery addressed to Tapan Bouri, regretting his claim for employment, as Exhibit M-4.

The witness admitted that Tapan Bouri was not called for any IME. She deposed that if any, employee of the company died before 01.01.2000, his/her dependent son should be between fifteen (15) years and eighteen (18) years for maintaining his name in the Live Roster for employment. Witness deposed that Tapan Bouri was less than fifteen (15) years at the time of death of his mother and he is not entitled to any employment.

8. In course of cross-examination-examination witness deposed that on 21.07.2011 management sent a letter (Exhibit W-9) to Tapan Bouri to appear before the Screening Committee on 22.07.2011. She further deposed that as the age of the applicant mentioned in the School Leaving Certificate and Service Record of his mother was less than the eligible age to be considered for employment, he was not called for IME. Witness further stated that initially management considered the age of the applicant appearing in the Service Record and if the management found there was any discrepancy between the age in the Service Record and the age in the document, then the company refer the applicant for his age assessment by medical examination. She admitted that IME assess the age of the candidate if he is below matriculate and also admitted the fact that the company did not follow the guidelines of I.I. No. 76 by not referring him for his age assessment by the IME Board.

9. Mr. Rakesh Kumar, union representative advancing the argument submitted that the date of birth of Tapan Bouri recorded in the Birth Registration Certificate (Exhibit W-15) is 29.04.1982. At the time of death of his mother on 21.01.1998, the dependent son was 15 years 8 months and 23 days of age. Tapan

Bouri submitted an application before the management for the first time on 09.03.1999 (Exhibit W-5), claiming employment on his attaining majority after few months. Mr. Kumar referred to subsequent application of Tapan Bouri dated 11.05.2002 (Exhibit W-6) where he once again claimed for employment under ECL against his mother's death. It is argued that there was no delay on the part of the dependent in claiming employment, as has been stated by the management witness, without raising any objection against Exhibit W-5 and W-6. Mr. Rakesh Kumar urged that as per provisions of Clause 9.5 0 (iii) of NCWA-V, applicable in cases of employment to dependents, the dependent son should be fifteen (15) years and above on the date of death of employee. In the instant case Tapan Bouri's age was above fifteen (15) years but below eighteen (18) years on 21.01.1998 but management did not provide him with employment, nor did management refer him before the IME Board for assessment of his age according to I.I. No. 76 which requires assessment of age of claimant if he is a non-matriculate.

10. Refuting the claim of union Mr. P. K. Goswami, learned advocate argued that the age of Tapan Bouri at the time of his mother's death was below fifteen (15) years and he was not found suitable for employment as per Clause 9.5.0(iii) of NCWA-V, which was not applicable until 01.01.2000. It is further argued that according to the Service Record of Sundari Bouri the age of Tapan Bouri was four (4) years on 01.04.1987 (Exhibit M-3) and his date of birth as per Admission Register of Jagatdihi F. P. School was 29.04.1984 (Exhibit M-2). Learned advocate submitted that the document was produced by none other than Tapan Bouri and it bears his signature. The said document goes to establish that the year of birth of Tapan Bouri is not 1982 and is 1984 and accordingly he was below fifteen (15) years of age on the date of death of his mother. Therefore, he is not eligible to get employment on compassionate ground as per provisions of NCWA. Learned advocate submitted that the Industrial Dispute raised is devoid of merit and liable to be dismissed.

11. I have considered the rival contentions on behalf of the union and management in the backdrop of fact and circumstances of the case disclosed in the pleadings of parties and evidence adduced. Admittedly, Tapan Bouri was a minor dependent son of Sundari Bouri who died in harness on 21.01.1998 while in service of ECL. Tapan Bouri submitted an application for employment under ECL on 09.03.1999 (Exhibit W-5) while he was a minor. The copy of the application was received by the management of ECL and no objection was raised by the management at the time of admission of the document in evidence. Similarly, management did not raise any objection against another application of Tapan Bouri dated 11.05.2002 (Exhibit W-6) wherein Tapan Bouri claim for employment. In view of such documents on record, I hold that there is no substance in the argument of management that the claim for employment was made after twelve (12) years, in the year 2010. Furthermore, management witness failed to produce Tapan Bouri's application dated 10.09.2010.

12. It is now apposite to consider that whether the dependent son was entitled to employment as per the provision of Clause 9.5.0 (iii) of NCWA-V, which was made applicable to the employer company on 21.01.1998. It is undisputed that the provision of NCWA-VI became applicable to the employer and employees from 01.07.1996 to 30.06.2001. The provision of Clause 9.5.0 (iii) of NCWA-VI was however made applicable only from 01.01.2000. It is axiomatic that the provision of provision Clause 9.5.0 (iii) of NCWA-V bound the employer and employees until 31.12.1999. It would therefore be obvious that as per the provision of Clause 9.5.0 (iii) of NCWA-V, the age of the male depended on the date of death of the employees should be fifteen (15) years or above for maintaining his name in the Live Roster for the purpose of providing employment on attending eighteen (18) years. In the instant case, the primary document available to us for considering the age of Tapan Bouri is the Service Register (Exhibit M-2) from where it can be found that on 01.04.1987 the age of Tapan Bouri was four (4) years. Accordingly, his age was 14 years 09 months and 20 days on the date of death of his mother i.e., 21.01.1998. The Birth Registration Certificate (Exhibit W-5) of Tapan Bouri bears his date of birth as 29.04.1982. The document has been issued on 26.07.2023, has been obtained long after Reference of the Industrial Dispute for adjudication. Since the Birth Registration Certificate is neither contemporaneous nor issued earlier to the death of his mother, I am unable to place reliance upon the date of birth recorded in Exhibit W-5. In the letter dated 04.03.1998 (Exhibit W-4) issued by Bhudeb Bouri, the maternal uncle of Tapan Bouri, the age of Tapan Bouri has been stated as fourteen (14) years. Therefore, it would emerge from their own document that the age of Tapan Bouri was below fifteen (15) years on the date of death of his mother.

13. Mr. Rakesh Kumar, union representative contended that the management did not refer Tapan Bouri to a Medical Board in terms with I.I. No. 76 which lays down the procedure for determining the age of a

person, claiming employment, if he is a non-matriculate. On perusal of the provision of I.I. No. 76 of NCWA-III, I find that its subject relates to :

" Procedure for determination / verification of the age of the employees and for resolution of disputed cases of Service Records."

It is clear that I.I. No. 76 is applicable to existing employees of the company whose age recorded in the Service Record has been disputed. Evidently, the provision does not apply to a person claiming employment. Therefore, I hold that the management of ECL is not bound to carry out the procedure laid down in the I.I. No. 76 for the purpose of resolving age dispute in respect of the person claiming employment as a dependent.

14. It is a well settled position of law that claim for compassionate employment cannot be fulfilled as a matter of right unless the terms of offering employment to the dependents of the deceased employees have been clearly laid down by a prior settlement. NCWA lays down the guiding principles creating such rights of the employees. It is a settlement under section 2(p) of the Industrial Disputes Act, 1947 which has a strict binding effect on the parties thereto under section 18(3) of the Industrial Disputes Act, 1947. The terms of such provisions are required to be strictly complied for their application. It is true that in NCWA-VI, Clause 9.5.0 (iii) governing the terms of employment had relaxed the lower age of the dependent by three (3) years and thereby permitted male dependents aged twelve (12) years and above to be maintained in the Live Roster w.e.f. 01.01.2000 in place of lower age limit of fifteen (15) years which was followed in NCWA-V. Since the terms of eligibility has been laid down under settlement the Tribunal does not have the discretion to interpret the provisions dehors the terms of NCWA. I am therefore, constrained to hold that Tapan Bouri who was below the age of fifteen (15) years on the date of death of his mother is not eligible for his employment under the management of ECL in terms of the NCWA applicable at the relevant time. The management of ECL therefore committed no illegality by denying employment to Tapan Bouri, the dependent son of Late Sundari Bouri. The Industrial Dispute is therefore dismissed on contest.

Hence,

ORDERED

that the Industrial Dispute is dismissed on contest. The management of Eastern Coalfields Limited has not committed any illegality in denying employment to Tapan Bouri, the dependent son of Late Sundari Bouri as per provisions of National Coal Wage Agreement - V. Let an award be drawn up in light of my above discussion. Let copies of the Award in duplicate be sent to the Ministry of Labour, Government of India, New Delhi for information and Notification.

ANANDA KUMAR MUKHERJEE, Presiding Officer,

नई दिल्ली, 22 जून, 2026

का.आ. 1323.—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 संक्या **48/2025**) को प्रकाशित करती है,

[सं. एल-22013/01/2026-आईआर(सीएम)-II]

जयदीप यादव, उप निदेशक

New Delhi, the 22nd June, 2026

S.O. 1323.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award ***(Reference. 48/2025)*** of the **Central Government Industrial Tribunal-cum-Labour Court, Asansol** as shown in the Annexure, in the industrial dispute between the Management of **ECL** and their workmen,

[No. L-22013/01/2026– IR(CM)-II]

JAIDEEP YADAV, Dy. Director

ANNEXURE

BEFORE THE CENTRAL GOVT. INDUSTRIAL TRIBUNAL -CUM- LABOUR COURT, ASANSOL.

PRESENT: Shri Ananda Kumar Mukherjee,
Presiding Officer,
C.G.I.T-cum-L.C., Asansol.

REFERENCE CASE NO. 48 OF 2025

PARTIES: Mino Kumar Das
(dependent son of Late Mahabal Das)
Vs.
Management of Ratibati Colliery, ECL.

REPRESENTATIVES:

For the Union/Workman: None.

For the Management of ECL: Mr. P. K. Goswami, Advocate.

INDUSTRY: COAL
STATE: West Bengal.
Dated: 06.05.2026.

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(44) 2024 E** dated 31.08.2025 has been pleased to refer the following dispute between the employer, that is the Management of Ratibati Colliery under Satgram-Sripur Area of Eastern Coalfields Limited and their workman for adjudication by this Tribunal.

SCHEDULE

" *Whether the action of the management of Ratibati Colliery under Satgram-Sripur Area of M/s ECL in not providing employment to Shri Mino Kumar Das, son of Late Mahabal Das, Ex-Explosive Career is justified? If not, what relief the dependent concerned is entitled to ?* **"**

1. On receiving Order **No. 1(44) 2024 E** dated 31.08.2025 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 04.11.2025 and an order was passed for issuing notice to the parties through registered post, directing them to appear and submit their written statements along with relevant documents in support of their claims.

2. Mr. P. K. Goswami, learned advocate appeared for the management of Eastern Coalfields Limited. The case is fixed up today for showing cause by the union as to why this Industrial Dispute shall not be dismissed for non-prosecution and non-representation. On repeated calls at 1.35 P.M. no step is taken by the General Secretary, Colliery Mazdoor Congress (HMS). Mino Kumar Das, claiming employment against death of Mahabal Das, his father has not appeared. The record reveals that Notice under registered post was sent to the concerned union but on consecutive dates i.e. on 29.12.2025, 27.02.2026 and 06.05.2026 union has taken no step and no written statement is filed.

3. It appears to me that the person claiming employment through this Industrial Dispute is not inclined to take steps. Under such circumstances, Industrial Dispute is dismissed for default.

Hence,

ORDERED

that the Industrial Dispute is dismissed for default. Let an Award be drawn up in the light of my above observation. Let copies of the Award in duplicate be sent to the Ministry of Labour and Employment, Government of India, New Delhi for information and Notification.

ANANDA KUMAR MUKHERJEE, Presiding Officer

नई दिल्ली, 23 जून, 2026

का.आ. 1324.—औद्योगिक विवाद अधिनियम 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार बडोदा यू पी बैंक के प्रबंधतत्र, संबद्ध नियोजको और उनके कर्मकारो के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय **कानपुर** के पंचाट (73/2022) प्रकाशित करती है

[सं. एल-12025/01/2026-आई आर(बी-I)-150]

सलोनी, उप निदेशक

New Delhi, the 23rd June, 2026

S.O. 1324.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. 73/2022*)* of the *Cent. Govt. Indus. Tribunal-cum-Labour Court Kanpur* as shown in the Annexure, in the industrial dispute between the management of Baroda U.P. Bank and their workman,

[No. L-12025/01/2026– IR(B-I)-150]

SALONI, Dy. Director

ANNEXURE

THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, KANPUR

ID Case No. 73 of 2022

Present Shri Rajendra Prasad Srivastava, H.J.S (Retd.)

Between:-

Shri Shiv Kumar Alias Akhilesh Kumar Vishwakarma, Aunta (Hanuman Sahay Ka Poora), Meja, Prayagraj-212303(U.P)

……Workman

AND

1. The Chairman, Baroda U.P. Bank, Budh Vihar Commercial Scheme, Taramandal, Gorakhpur-273016

2. The Regional Manager, Baroda U.P Bank, Regional Office, 3-D, Tashkand Marg, Prayagraj-211001

……Management

AWARD

24.02.2026

Office of the Dy. chief labour commissioner (central), vide order no. K-10/3-13/2022-IR dated 26.09.2022 has referred the Industrial Dispute to this Tribunal for adjudication.

This award arises in response to the reference made by the Office of the DY. Chief Labour Commissioner(Central) in exercise of the powers conferred by clause (d) of Sub Section (I) of Section 10 of the Industrial Disputes Act, 1947 (14 of 1947), the Deputy Chief Labour Commissioner (Central), Kanpur hereby referred the said dispute for adjudication to the Central Government Industrial Tribunal-cum-Labour Court, Kanpur. The Reference is stated as follows:-

"Whether the action of the management of Baroda U.P. Bank in terminating the services of Shri Shiv Kumar Alias Akhilesh Kumar Vishwakarma, Daily Wager w.e.f 21.04.2020, is legal and justified ? If not, to what relief the concerned workman is entitled to and from which date?"

After receiving the reference the Tribunal issued notice on 26.09.2022 and fixed date for filling claim statement for 26.10.2022. On Perusal of the record it is found out the worker failed to file claim statement on fixed date. After that the workman was given several opportunities for filing claim statement by fixing dates such as 02.12.2022, 04.01.2023, 14.02.2023, 05.04.2023, 12.05.2023, 12.05.2023, 27.06.2023, 18.17.2023, 24.08.2023, 12.10.23, 19.12.2023, 20.02.2024, 09.04.2024, 15.05.24, 25.07.2024, 24.102024, 15.01.25, 01.04.2025, 26.06.2025, 06.08.2025, 06.11.25, 22.12.2025, 19.02.26 and 24.02.26. On perusal it is found that on 19.02.2026 the A.R for worker withdrew the authority for claimant workman.

Despite being given ample opportunity the claimant workman failed to turn up and file the claim statement. On 24.02.2026 the case was reserved for final award.

On perusal of record it is found that claimant failed to submit claim statement after being provided several opportunities. Hence in given circumstances it is presumable that claimant workman is not interested in contesting the Industrial dispute.

Hence in the given circumstances the reference stands disposed of as of 'NIL' award.

Answered Accordingly.

Parties are left to bear their respective costs.

Date: 24.02.2026 RAJENDRA PRASAD SRIVASTAVA, H.J.S (Retd.), Presiding Officer.

नई दिल्ली, 23 जून, 2026

का.आ. 1325.—औद्योगिक विवाद अधिनियम 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार भारतीय स्टेट बैंक के प्रबंधतत्र, संबद्ध नियोजको और उनके कर्मकारो के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय **कानपुर** के पंचाट (58/2018) प्रकाशित करती है।

[सं. एल-12012/03/2018-आई आर(बी-I)]

सलोनी, उप निदेशक

New Delhi, the 23rd June, 2026

S.O. 1325.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. 58/2018*)* of the *Cent. Govt. Indus. Tribunal-cum-Labour Court Kanpur* as shown in the Annexure, in the industrial dispute between the management of State Bank of India and their workman,

[No. L-12012/03/2018–IR(B-I)]

SALONI, Dy. Director

ANNEXURE

THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, KANPUR

ID Case No. 58 of 2018

Present Shri Rajendra Prasad Srivastava, H.J.S (Retd.)

Between:-

Sh. Pushpendra Kumar,

S/o Sh. Kamlesh Kumar, 22/278, Nagla Shoal-Bhola

Moti Lal Neharu Road,

AGRA (U.P) -282006

……Workman

AND

1. The Chief Manager,
   SBI, Branch Industrial Estate, Nunehai,
   AGRA (U.P)-282006

……Management

AWARD

25.02.2026

Central Government, MOL, vide notification no. L-12012/03/2018-IR(B-I) dated 06/08/2018 has referred the Industrial Dispute to this Tribunal for adjudication. This award arises in response to the reference made by Government of India, Ministry of Labour department in exercise of the powers conferred by clause (d) of sub-section (1) and sub section (2A) of Section 10 of the Industrial Disputes Act, 1947(14 of 1947) the Central Government hereby refers the said dispute for adjudication to the Cent.Govt.Indus.Tribunal-cum-Labour Court, Kanpur. The Reference is stated as follows:-

"Whether the termination of services of Sh. pushpendra Kumar, sweeper, s/o Sh. Kamlesh Kumar, by the management of State Bank of India, Agra, alleged to be working from 01.08.2011 to 01.01.2013, is justified and legal? If not, what relief the workman is entitled and to what extent?

The averments of claimant workman made in claim statement may be summarized as follows:-

1. O.P no. 3 is an industrial estate situated in more than 5000 sq meter area at Nunihai, Agra. Bank has sanctioned strength of peon, daftari, office clerk, manager and sweeper and these posts are of permanent in nature.
2. In the month of August 2011, O.P no. 3 claimant workman was posted as sweeper. But he was not handed over the possession of appointment letter. Claimant workman is 9th pass competent and suitable for the post of sweeper. From 01.08.2011 onwards claimant workman after posting worked 8 hours daily and continuously. The details of the attendance would be available with O.P no. 3 in attendance register. The details from 01.08.2011 to 31.12.2012 are as follows:-
   1. 01.08.2011 to 30.08.2011 upto 30 days
   2. 01.09.2011 to 30.09.2011 upto 30 days
   3. 01.10.2011 to 31.11.2011 upto 31 days
   4. 01.11.2011 to 30.11.2011 upto 30 days
   5. 01.12.2011 to 31.12.2011 upto 31 days
   6. 01.01.2012 to 31.01.2012 upto 31 days
   7. 01.02.2012 to 28.02.2012 upto 28 days

8. 01.03.2012 to 31.03.2012 upto 31 days
9. 01.04.2012 to 30.04.2012 upto 30 days
10. 01.05.2012 to 31.05.2012 upto 31 days
11. 01.06.2012 to 30.06.2012 upto 30 days
12. 01.07.2012 to 31.07.2012 upto 31 days
13. 01.08.2012 to 31.08.2012 upto 31 days
14. 01.09.2012 to 30.09.2012 upto 30 days
15. 01.10.2012 to 31.10.2012 upto 31 days
16. 01.11.2012 to 30.11.2012 upto 30 days
17. 01.12.2012 to 31.12.2012 upto 31 days

3. In the Branch of OP no. 3 on daily basis captured the attendance of claimant workman and like other employees he was given break/lunch time but payment was not as per legal rule of equal pay for equal work. The details of the payment are as follows:-

1. 01.08.2011 to 30.08.2011 payment of Rs 2520/- date ……
2. 01.09.2011 to 31.10.2011 payment of Rs 3000/- date 14.10.2012
3. 01.10.2011 to 31.10.2011 payment of Rs 3000/- date 03.11.2011
4. 01.11.2011 to 30.11.2011 payment of Rs 3000/- date 02.12.2011
5. 01.12.2011 to 31.12.2011 payment of Rs 3000/- date 04.01.2012
6. 01.01.2012 to 31.01.2012 payment of Rs 3120/- date 03.02.2012
7. 01.02.2012 to 28.02.2012 payment of Rs 1080/- date 03.03.2012
8. 01.03.2012 to 31.03.2012 payment of Rs 3120/- date 10.04.2012
9. 01.04.2012 to 30.04.2012 payment of Rs 2760/- date 05.05.2012
10. 01.05.2012 to 31.05.2012 payment of Rs 3240/- date 07.06.2012
11. 01.06.2012 to 30.06.2012 payment of Rs 3900/- date 10.07.2012
12. 01.07.2012 to 31.07.2012 payment of Rs 4050/- date 02.08.2012
13. 01.08.2012 to 31.08.2012 payment of Rs 3300/- date 07.09.2012
14. 01.09.2012 to 30.09.2012 payment of Rs 3600/- date .10.2012
15. 01.10.2012 to 31.10.2012 payment of Rs 3600/- date .11.2012
16. 01.11.2012 to 30.11.2012 payment of Rs 3600/- date .12.2012
17. 01.12.2012 to 31.12.2012 payment of Rs 3600/- date 03.01.2013

4. It is further stated by claimant workman that for the period 01.08.2011 to 31.12.2012 on continuous basis O.P management take his signature on attendance register before sending him on lunch like any other regular employees.

5. When claimant workman's salary was not enough to take care of his family due to rising inflation, he prayed for 'equal pay for equal work'. Due to which O.P no. 2 and O.P no.3 got upset with claimant workman.

6. Claimant workman from time to time prayed from the management for his permanency of his job but the management was reluctant to pay any attention towards the request/prayer of the claimant workman. But on contrary they threaten him for demanding his permanency of his job.

7. Being upset by claimant workman on his reiteration for permanency of job, O.P management, after taking work from 01.08.2011 to 31.12.2012, terminated claimant workman on 01.01.2013 without any notice or retrenchment. Claimant stated this act as unfair and against the law.

8. Claimant workman repeatedly requested O.P management for his reinstatement with permanency of his job. Despite working continuously for more than 240 days in calendar year, the management was reluctant and showed no interest towards the request of claimant workman. He was paid 3600/- month which is way less than the minimum wages prescribed by the central government. It is further stated that since he has worked more than 240 days in a calendar year his job is protected by the provisions of the Industrial Dispute Act and his job cannot be terminated without proper following of the provisions of the Industrial Dispute Act.

9. It is stated by the claimant workman that O.P management took his attendance on the attendance register which was for fourth grade employees for the period of 01.08.2011 to 31.12.2012 and then the entry of amount of salary is made in the form of charges vouchers in charge register. He requested that all the documents relevant to this case are in the possession of the O.P management and should be kept in a safe locker till the disposal of the case.

10. It is further stated that claimant workman moved an application dated 29.01.2015 and 11.04.2015 and submitted his documents/records related to his service on 16.02.2015 at branch of the OP Bank. After that he moved a prayer before A.G.M Agra.

11. Claimant workman in his petition prayed that his termination from 01.01.2013 is illegal and as result he is unemployed and his whole family is suffering from poverty. He prayed before the Tribunal to reinstate him with full salary as per the law of **"equal pay for equal work"** and the nature of the service should be made permanent also. He should also be given other benefits which are for regular employees.

The averments of the O.P management in written statement may be summarized as follows:-

- It is alleged by O.P management that to create illegal pressure on the management, Chairman Mumbai as well as Deputy General Manager, Agra has been arrayed as opposite party no. 1 & 2 respectively whereas from mere perusal of reference order. It is further said that claim is not maintainable in the eyes of the law of the land. Therefore thus present matter is deserved to be dismissed in toto by the Hon'ble court.

- That it is essential to add here that applicant has not come forward with clean hands & has concealed/suppressed relevant facts about working of his father Shri Kamlesh Kumar as permanent subordinate staff in Nunhai Branch, Agra Till 31.07.2016 in collusion with each other, claim in question has been moved which untenable & liable to be rejected forthwith by the learned presiding Officer.

- That is is imperative to mention here that at that point of time, Shri kundan was engaged by the then branch manager as a daily wager for cleaning the branch. It is further submitted that remuneration was paid to Sh. Kundan during period 2011-2013 & in this respect, cogent evidence would be placed before the learned tribunal. It is also pointed out that applicant has no locus-standi to raise such claim

- That it is material to plead here that under section 2[g] of the Industrial Disputes Act, 1947, State Bank of India is not an employer & as per section 2[s] of the Industrial Disputes Act, 1947, applicant is not a workman. it is made clear that in the light of section 2[k] of the Industrial Dispute Act, 1947, present matter is not a n industrial dispute hence liable to be closed at the very outset.

- That it is necessary to state here that as bank employee, claimant has not completed continuous services defined in section 25B of the Industrial Disputes Act, 1947. Thus provisions of section 25 F are not attracted in this matter. It is urged here that without any rhyme & reason, claim has been filed by the claimant whereas he has no legs to stand before the Hon'ble Tribunal.

- That it is pertinent to narrate here that there is a prescribed procedure for appointment in subordinate cadre in public sector bank & claimant has never faced above -said process. Hence contentions of applicant are only an afterthought thus deserved to be ignored prima-facie.

- That the pleas mentioned in paragraph no. 5,6 & 7 of the claim in question are found to be artificial, bogus & flimsy by the answering party bank. It is submitted that these pleas have only been raised by the claimant to give color to this matter & to get sympathy of the learned tribunal whereas on the perusal of records, there is no room for any sympathy. it is crystal clear from the face of record that at the relevant point of time, Shri Kundan was working as a daily wager for cleaning the branch. Furthermore it is said that attendance register of material period is missing from branch & bogus/forged documents have been annexed by the applicant along with claim statement.

- That the version of the applicant brought in paragraph no. 12 & 13 of the claim in question have no iota of truth. It is well settled legal position that service of appointed person can be terminated. however in the present matter since there is no employer-employee relationship between the both parties thus question of retrenchment does not arise at all. it is further submitted that claimant never worked in Nunhai branch. On the face of record, provisions of section 25 B & 25 F of the Industrial Disputes Act, 1947 do not apply in this case.

- It is prayed by O.P management that on the face of given facts, relief claimed by the applicant has no substance in the eyes of law & it is a fit case to pass negative award against the applicant.

The contents of the rejoinder may be summarized as follows-

- In reply thereto it is submitted that section 43 of the State Bank of India Act 1955 provides the provision of appointment of Employee and Officer for efficient performance of its function and having power to determine the terms and conditions of service through a central board is independent of section 50 of the Act that empowers the central Board to make regulation. Chairman is the not only the head of the bank where the claimant was employed but also the head of central board and as per section 50 (2) (m) of the Act central board without prejudice to the generality of the foregoing power, such regulation may be provide for the conduct and defence of legal proceeding and the manner of signing pleading. Since the bank function is under control of chairman those instructions is binding to its officer and Dy. General Manager is higher officer in charge of the bank thus the chairman being head of the institution and Dy. General Manager higher officer in charge of the bank are necessary and proper party. The allegation of creating illegal pressure upon the bank's management is denied. The applicant is a poor person claiming his right of livelihood guaranteed under Article 19 of the constitution of India. It is relevant to state that section 2 (bb) of the State Bank Of India define the Chairman means the Chairman of the Central Board while workman is define under section 2(j) and as per section 2(j) workman has the meaning assigned to it in the industrial dispute act 1947.

- In reply thereto it is submitted that father of the claimant Sri Kamalesh Kumar had neither any concerned with engagement/appointment of the claimant Sri Kamalesh Kumar had neither any concerned with engagement/ appointment of the claimant or any employees of bank nor he had have any role or authority with regard to the engagement/appointment in bank. The allegation has been falsely made to give the colour of the reply and justify the illegal and arbitrary act of termination from the service of bank.

- It is submitted that Sri Kumdan was never engaged and worked in the bank in those period. In fact the attendance register C.C. No. 4002001 (page 10 to 50) maintained by the bank under section 25D read rule 7 of reference book on staff matter state bank of India volume II part II affirmed the name of five working person including the claimant. The claimant has worked continuously in the bank for more than 486 days from 01.08.2011 to 31.12.2012 and received payment from the bank and as such 25 B of the Industrial dispute act but his service has been illegally terminated without notice and written order. Employer had not compiled with the law of industrial act or service as well as the regulations. It is relevant to state here that in this regard the respondent no. 3 vide its letter no. CM/2014/-2015/178 dated 16.02.2015 directed the claimant to furnish the paper regarding the working period so the same had been forwarded to the higher authority i.e. other respondents and accordingly the claimant vide its registered letter dated 09.03.2015 submitted the

copy of 16 pages attendance sheet duly signed by the working employees including the claimant maintained by the bank under the custody of respondent no. 3. The Chief manager after receiving of the documents vide its letter No. CM/2014-2015/109 dated 12.03.2015 forwarded for needful action copy of the same has been also send to the claimant. For kind perusal of this Tribunal photo copy of the letter no. CM/2014-2015/109 dated 12.03.2015 is being filed herewith and marked as **ANNEXURE NO. 1** to this counter reply. It is noteworthy to state that earlier the claimant had also worked in the bank during 1995-1996 for more than 146 days and his name has duly registered in the employment Exchange. The practice of raising frivolous preliminary objection at the instance of employer, questioning the dispute under reference as being not an industrial dispute is motivated to delay and defeat by exhausting the workman the outcome of the dispute and should not be allowed as per the settle law by the Apex court in case of workman versus Hindustan lever limited (1984 vo.4 page 392)

- It is respectfully submitted that the branch is running over the area of more than 5000 square yard and the claimant was performing the full day duty of more than 8 hours cleaning the whole area.
- It is stated that Sri Kumdan was never engaged and worked in the bank in that period. In fact the attendance register C.C. No 4002001 (page 10 to 50) maintained by the bank under section 25D read with rule 7 of reference book on staff matter state bank of India volume II part II affirmed the name of five working person including the claimant. The claimant has worked continuously in the bank for more than 486 days from 01.08.2011 to 31. 12. 2012 and received payment from the bank and as such covered under the definition of continuous service under section 25 B of the Industrial dispute act but his service has been illegally terminated without notice and written order. Employer had not compiled with the law of industrial act or service as well as the regulations. It is relevant to state here that in this regard the respondent no. 3 vide its letter no. CM/2014/-2015/178 dated 16.02.2015 directed the claimant to furnish the paper regarding the working period so the same had been forwarded to the higher authority and accordingly the claimant vide its registered letter dated 09.03.2015 submitted the copy of 16 pages attendance sheet duly signed by the working employees including the claimant maintained by the bank under the custody of respondent no. 3. The chief Manager after receiving of the documents vides its letter no. CM/2014-2015/109 dated 12.03.2015 forwarded for needful action copy of the same has been also send to the claimant. The respondent no. 3 in gross violation of section 25-B, 25D and 25F terminated the service of the claimant and misleading the Hon'ble Tribunal by placing the false story of working of Mr. Kundan.
- Claimant workman prayed in his rejoinder that in view of the facts stated in the claim petition and the counter replies it is the interest of justice and equity to allow the claim petition and reinstate the claimant with full back wages.

The documents filed by the O.P management side are as follows:-

1. Copy of letter dated 22.05.2017 moved by bank
2. Copy of letter dated 21.06.2017 moved by bank
3. Copy of reply dated 10.07.2017 submitted before ALC(C) Jhansi.
4. Copy of letter dated 12.06.2017 adduced to AbM RI Agra.
5. Copy of a/c statement of Kundan daily wager/ job worker w.e.f 11-13
6. Copy of voucher dated 7.6.2012 and 020.08.2012 in the name of the Kundan.

As per documents available on record, applicant move an application for appointment on 16.02.2015. In reply, O.P bank said please give me your documents as your documents will sent to higher officer of the bank. All these documents by applicant filed with rejoinder photocopy. A attendance register is also filed with rejoinder. In that register, first to fourth name mentioned of other employees but at number five the name of the applicant is mentioned. But in all attendance registers, writing is different on serial no. 5 as mentioned pushpendra Kumar. No any appointment letter or certified salary certificate filed by applicant.

As per reference the question of termination of applicant pushpendra Kumar Sweeper S/o Kamlesh Kumar is mentioned. In reply O.P Bank said that Kamlesh Kumar was permanent employee in

subordinate bank in Nunhai branch, Agra till 31.07.2016 and it is established that applicant father is permanent staff of O.P Bank. As such no any other documentary/oral evidence filed by applicant in our support of our claim statement. When the case was fixed on 25.02.2026 in left side of order sheet mentioned by Authoritative Representative of applicant "I undersigned in this case but worker is dead and his family members are not interested to press the case so I withdraw my authority in this case."

Above mentioned shows that worker is died. No evidence is adduced by claimant workman.

Hence in the given circumstances the reference stands disposed of as of 'NIL' award.

Answered Accordingly.

Parties are left to bear their respective costs

Date: 25.02.2026 RAJENDRA PRASAD SRIVASTAVA, Presiding Officer

नई दिल्ली, 23 जून, 2026

का.आ. 1326.—औद्योगिक विवाद अधिनियम 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार भारतीय स्टेट बैंक के प्रबंधतत्र, संबद्ध नियोजको और उनके कर्मकारो के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय **कानपुर** के पंचाट (84/2015) प्रकाशित करती है।

[सं. एल-12012/100/2015-आई आर(बी-I)]

सलोनी, उप निदेशक

New Delhi, the 23rd June, 2026

S.O. 1326.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. 84/2015*)* of the *Cent. Govt. Indus. Tribunal-cum-Labour Court Kanpur* as shown in the Annexure, in the industrial dispute between the management of State Bank of India and their workm

[No. L-12012/100/2015–IR(B-I)]

SALONI, Dy. Director

ANNEXURE

THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, KANPUR

ID Case No. 84 of 2015

Present Shri Rajendra Prasad Srivastava, H.J.S (Retd.)

Between:-

Shri Anil Kumar Yadav S/o Shri Kanhaiya lal Yadav

C/o Shri O.P Mathur, 117/K-36 Sarvodaya Nagar

Kanpur (U.P)-208025

……Workman

AND

1. The Dy. General Manager,
   State Bank of India Zonal Office,
   Mall Road,

Kanpur (U.P)-208001

2. The Branch Manager,
State Bank of India,
Nayaganj Branch,
Kanpur (U.P)-

……Management

AWARD

26.02.2026

Central Government, MOL, vide notification no. L-12012/100/2015 (IR(B-I)) dated 29/10/2015 has referred the Industrial Dispute to this Tribunal for adjudication.This award arises in response to the reference made by Government of India, Ministry of Labour department in exercise of the powers conferred by clause (d) of sub-section (1) and sub section (2A) of Section 10 of the Industrial Disputes Act, 1947(14 of 1947) the Central Government hereby refers the said dispute for adjudication to the Cent.Govt.Indus.Tribunal-/cum-Labour Court, Kanpur. The Reference is stated as follows:-

"Whether the action of the management of State Bank of India in termination the service of Shri Anil Kumar Yadav S/o Shri Kanhaiya Lal Yadav workman with effect from 01.04.1987 and not considering his name for reemployment while reemploying others including the recruitment of fresh hands is just fair & Legal? If not, what relief the workman concerned is entitled to ? "

The averments of the claimant workman may be summarized as follows:-

The applicant was employed by the State Bank of India, Naya Ganj Branch, Kanpur in the year 1987 in subordinate cadre. The service of the applicant was terminated on 01.04.1987 in violation of the provisions of Section 25G of Industrial disputes Act 1947. After the termination of the service of the applicant new hands namely Ram Chandra, Viney Kumar & others have been employed in place of the applicant in violation of Section 25G & H of the Industrial Disputes Act 1947. Thereafter due to protest of the workmen, the State Bank of India decided to hold tests/interview so that regular and permanent appointment may be given to workmen who have already worked in the bank. That the action of the Bank in holding test/interview was illegal because under the provisions of the Industrial Disputes Act 1947 the applicant was a retrenched employee and he was to be given appointment in the Bank not on the basis of any test/interview, but directly by the Bank. The Bank invited applications through advertisements in news papers for giving permanent appointment in the Bank. The applicant also applied and he appeared in the interview held in 1989 and 1991. The applicant passed in the interview. The Bank for ill motive and malafide reasons did not give permanent appointment to the applicant. Almost all the candidates have been appointed from the waiting list of 1991 but the bank has not given appointment to the applicant. This is clearly unfair labour practice and illegal action of the Bank and it is also against the principles of natural justice. Bank has hided all the information regarding result of interview, serial number in the waiting list, how many persons have been appointed etc. from the workmen so that workmen may not get employment in the Bank. The Bank has appointed more that 200 persons who are junior in the list than the applicant and new hands have also been appointed. The termination of the applicant is retrenchment as defined in the Industrial Disputes Act 1947. The employer has not paid notice pay and retrenchment compensation. As such the termination of the applicant is illegal and unjust and the applicant is entitled to the reinstatement with continuity of service and full back wages. It is humbly prayed by the applicant for reinstatement with continuity of service,other allowance and benefits. Any other suitable relief which the hon'ble tribunal may deem fit under the circumstances of the case. Suitable cost of the case may please also be awarded to the applicant.

The averments of the O.P management bank may be summarized as follows:-

O.P management is stated that this industrial dispute has been raised by the applicant regarding his alleged termination from 01.04.1987. on this alone ground case is liable to be dismissed at the very outset by the Hon'ble Tribunal. The alleged disengagement being of 1987 & 28 years have been passed sine then the

industrial dispute can not be said to have survived and a stale alleged dispute can not be allowed be raised now. It is specific to state here that to create illegal pressure upon the bank's management, Deputy General Manager, Kanpur have knowingly been made party by the claimant in the present dispute whereas claimant never worked for a day in said office. It is made clear that relationship of employer & employee does not exist between the rival parties. Furthermore it is stated that the reference dated 29.10.15 is bad in the light of settled law laid down by the Hon'ble Apex Court because this case has been raised by the applicant after passing 28 years of his alleged termination & thus applicant is not entitled to get any relief from the hon'ble tribunal. It is clearly submitted that present case is out of ambit of continuous service as defined in section 25B of the act because applicant never pleaded before the A.L.C[C] that he had worked for 240 days at Nayaganj Branch, Kanpur therefore provisions of section 25F do not attract in the instant matter. It is stated that claimant was not engaged in the bank any post. To enrich the contention it is narrated here that there is prescribed procedure for appointment in the respondent bank, which is evident from fact that appointment letter was not filed by the applicant along with his claim statement before the hon'ble court. In an industrial dispute no. K-7[1-12]/2015-E-2 was raised by the applicant before the Assistant Labour Commissioner (Central), Kanpur. It is specific to submit that after receiving notice from the above said authority an application was moved on behalf of the bank before the prescribed authority under the act for issuing direction to the claimant to furnish relevant records but claimant did not produce deliberately desired documents during the course of conciliation proceedings thereafter reply on merits was filed on behalf of the bank against the application moved by the claimant under section 2-A of the act. It is material to add that after hearing rival contentions of the parties failure of conciliation report dated 11.09.15 was sent to the Ministry of Labour & Employment by the learned Regional Labour Commissioner(Central), Kanpur & thereafter following issue has been referred by the Government of India, Ministry of Labour & Employment , New Delhi to the Hon'ble Labour Court for adjudication. O.P management in w.s submitted in reply to assertion of para 13 & 14 of the claim that claimant was never appointed in bank hence question of his alleged retrenchment does not arise. It is submitted that even if the self serving allegation of the claimant is accepted that he has worked and that subsequently during the process of giving chance of absorption, he was invited for interview, the said process of holding interview conducted in terms of settlement s constitutes compliance of section 25H of the ID Act as has been held by the Hon'ble Supreme Court in Regional Manager SBI Vs Rakesh Kumar Tiwari AIR 2006 S.C. 839. Also even if the self serving statement of the claimant is further accepted that his name was included in the panel of candidates wait listed for appointment against future vacancies but he is not found entitled to get claimed relief in the light of view taken by Hon'ble Apex Court that wait listed candidates cannot have valid claim to any post upon the lapse of the wait list panel. Thus even the cooked up allegations of the claimant can not stand on its feet and the claimant can not have any claim to post after lapse of panel. It is re-submitted that present case is out of ambit of continuous service as defined in section 25B of the act therefore provisions of section 25F as well 25H do not attract in the instant matter & applicant is not entitled to get claimed relief from the hon'ble tribunal in the light of previous paras of this reply. It is therefore prayed after considering preliminary objections as well as reply on merits, award may be passed in favour of bank and against the claimant in the interest of justice.

Rejoinder of claimant workman may be summarized as follows-

The content of Para no. 1 of the written statement are wrong, baseless and misconceived hence are not admitted. In reply it is submitted that the services of the applicant has been illegally and unjustly terminated by the employer. The termination of the applicant is retrenchment. The employer has appointed new hands but has not given chance to the applicant as required u/s 25H of the Industrial Dispute Act, 1947. The labour laws are for the welfare and protection from the exploitation of poor workman i.e. poor section of the society. Therefore the law makers i.e. the parliament of the country keeping all this facts and circumstances in consideration and past experience did not mention any time limit for the re-employment of retrench workmen in section 25H of the Industrial Dispute Act, 1947. The content of para 2 of the written statement of the employer is wrong. baseless and misconceived hence are not admitted. It is submitted that the case is for illegal termination i.e. retrenchment and also for not considering for re-employment in future vacancies as provided u/s 25H of the Industrial Dispute Act, 1947. The employer has been given employment to others but has refused to give employment to the applicant. In his prayer claimant claimed to be entitled to the relief claimed and in interest of justice the same be kindly granted.

As per claim statement claimant said that he was employed by O.P bank in 1987 but the service of applicant was terminated on 01.04.1987 that is violation of section 25G of Industrial Dispute Act. After termination of applicant Ramchandra, Vinay Kumar and others have been employed in place of applicant that is violation of 25G and 25H of Industrial Dispute Act. In para 5 was said that employee was a retrenched employee and he was to given appointment in the bank not on basis of test/interview but directly. After advertisement applicant also applied and he appeared in interview in 1989 & 1991and the applicant passed the interview but due to ill motive and malafide intention of O.P bank he was denied the post. In response of above in our written statement said by O.P that it is clear that the relationship of employer and employee does not exist between the parties. Reference is also bad in the eyes of the law because it is raised after passing of 28 years. As per ID Act, continuous service is defined in section 25B of ID Act. The applicant never pleaded before ALC that he had worked for 240 days. Claimant was not engaged in the bank at any post. There is a prescribed procedure of appointment of any employee in bank but no appointment letter/interview letter was filed by claimant. Also requested in written statement that after issuing of direction to the claimant in Id no. K-7[1-12]/2015-E-2 to furnish relevant record but claimant deliberately do not produce desired document during course of conciliation proceeding.

Now the main question is whether the applicant is the employee of above bank. No documentary evidence filed by applicant that establish he is employee of said bank upon summoning application orders my predecessor orders dated 14.03.2018.

“ Likewise prayer for summoning seniority list of sub staff with date of appointment under SBI Zonal Office Kanpur cannot be allowed as it is not relevant for the disposal of the case.

For the reasons given above the application of the worker is partly allowed and the management is directed to file the result of interview held in 191 along with waiting list as prayed in para 4 of the application.”

After above order Shri Dinesh Kumar Mishra has filed affidavit and said in para 2 & 3 dated 25.3.2019

“ **That after exchange of pleadings an application, for summoning certain documents from opposite party bank was moved by claimant which was strongly opposed on behalf of the bank by by filing detailed objection & in the light of hon’ble court’s order dated 14.03.2018 this affidavit along with office order/ messenger report is being presented with specific contentions that result of interview as well as wait list prepared in year 1991 could not be located or traced even after best efforts of concerned staff, as more than 27 years have been lapsed & personal office premises, where interviews were conducted, had been transferred on different places in different point of time during the intervening period.**

That it has already been pleaded in reply filed by respondent bank against claim statement that panels prepared in year 1989 & 1991 have been lapsed in the year March 1997 thereafter 21 years have been passed, officers of relevant period have been retired as will transferred to other modules thus at this juncture said panels are not traceable in defendant bank hence we are not in position to produce it before honb’ble tribunal. Furthermore it is pertinent to submit here that being aggrieved order passed by Ministry of Labour, New Delhi a writ petition no. 5941 of 2012 was preferred by 70 person including applicant regarding their termination of services was dismissed by order dated 07.02.2019 by Hon’ble High Court, Allahabad with observation that panel has lost its life, the claim for absorption of the daily wager/temporary employees could not have been referred whereas hiding this factual matrix, existing case was again file d by claimant which ha no substance in the light of detailed order passed by Hon’ble High Court, Allahabad. A copy of above referred writ petition, counter affidavit, rejoinder affidavit along with order dated 07.02.2019 is being filed separately for ready reference of the hon’ble tribunal as well as to protect the interest of the answering party bank.”

So many opportunity is given to filing evidence but no evidence is filed by applicant and he is also absent so many dates. By order dated 23.12.24 my predecessor is directed that

“**Matter is taken in revised court list**

None for workman. A.R. for respondent is present. Neeraj Sharma submit worker does not filed evidence. so as this stage respondent has not filed evidence. List for ex-partee hearing on 05.03.2025. office is directed to issue notice to workman."

As per order notice is issued. Inspite service of notice claimant absent.

No any documentary/oral evidence on record in support of claim statement. Claimant said that he was employed in 1987 but not given any date or month in para 1 of our claim statement. No any such document is filed by claimant that he works as employee in ambit of Section 25G and 25H of ID Act. No any appointment letter, interview letter, salary certified in any made is filed by claimant to prove his claim statement.

Hence in the given circumstances the reference stands disposed of as of 'NIL' award.

Answered Accordingly.

Parties are left to bear their respective costs.

Date: 26.02.2026 RAJENDRA PRASAD SRIVASTAVA, H.J.S (Retd.), Presiding Officer

नई दिल्ली, 23 जून, 2026

का.आ. 1327.—औद्योगिक विवाद अधिनियम 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार भारतीय स्टेट बैंक के प्रबंधतत्र, संबद्ध नियोजको और उनके कर्मकारो के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय **कानपुर** के पंचाट (71/2015) प्रकाशित करती है।

[सं. एल-12012/85/2015-आई आर(बी-I)]

सलोनी, उप निदेशक

New Delhi, the 23rd June, 2026

S.O. 1327.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. 71/2015*)* of the *Cent. Govt. Indus. Tribunal-cum-Labour Court Kanpur* as shown in the Annexure, in the industrial dispute between the management of State Bank of India and their workman.

[No. L-12012/85/2015–IR(B-I)]

SALONI, Dy. Director

ANNEXURE

THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, KANPUR

ID Case No. 71 of 2015

Shri Ashok Kumar Kashyap,

S/o Shri Nanhoo Prasad, C/o Shri O.P. Mathur,

Kanpur- 208025.

…….Workman

Vs.

The Dy. General Manager,

State Bank of India, Zonal Office, Mall Road,

Kanpur (U.P.)

……Management

JUDGMENT

(Passed on this 27th day of February, 2026)

As per letter dated 21/09/2015 by the Government of India, Ministry of Labour, New Delhi, the reference has been made to this Tribunal under Section-10 of Industrial Disputes Act, 1947 (in short the 'Act') as per Notification No. L-12012/85/2015-IR(B-I) dt. 21/09/2015. The dispute under reference relates to:

> *"Whether the action of the management of State Bank of India is terminating the services of Shri Ashok Kumar Kashyap S/o Shri Nanhoo Prasad workman with effect from 18.04.1982 and not considering his name for reemployment while reemploying others including the recruitment of fresh hands in just fair & legal? If not, to what relief the workman concerned is entitled to?"*

Claimant/workman Ashok Kumar Kashyap (hereinafter stated as the claimant) has filed the statement of claim with averments which may be concisely stated as hereunder:

(I) The applicant was employed by the State Bank of India, Regional office, Kanpur in the year 1980 in subordinate cadre. The service of the applicant was terminated on 18.04.1982 in violation of the provisions of Section 25G of Industrial Dispute Act, 1947. After termination of the service of the applicant new hands namely Shyam Lal, Sarvesh Kumar & others have been employed in place of the applicant in violation of Section 25 G & H of the Industrial Disputes Act, 1947.

(II) The action of the employer in terminating the service of the applicant is illegal and is unfair labour practice because the applicant was working on the permanent post, but after termination of the applicant new hands had been employed in violation of Section 25G and H of the Act. This is also against the principles of natural justice.

(III) The employer has done this type of unfair labour practice and illegal work and exploitation i.e. engaging one workman and terminating his service after few days and then again engaging another person and again terminating his services is being done with hundreds of persons. The applicant along with number of such other victimised persons started agitation by staging Dharna, demonstrations etc. against the illegal, unfair and unjust action of the State Bank of India.

(IV) Thereafter, due to protest of the workmen, the State Bank of India decided to hold tests/interview so that regular and permanent appointment may be given to workmen who have already worked in the Bank.

(V) The action of the Bank in holding test/interview was illegal because under the provisions of the Industrial Disputes Act 1947 the applicant was a retrenched employee and he was to be given appointment in the Bank not on the basis of any test/interview. But directly by the Bank as provided under Section 25 H of the Industrial Disputes Act 1947.

(VI) It is submitted that the intention of the Bank was not fair throughout and bank wanted to get rid, by deceiving the applicant and other workmen, as such instead of giving appointment to the applicant. The Bank kept the name of the applicant in the waiting list. The Bank for malafide reason and unfair labour practice did not inform anything to the applicant nor published the waiting list in the newspapers or otherwise. However from the enquiries it came to the knowledge of the applicant that I have passed in the interview and my name was within 20 of the waiting list for giving permanent appointment in the Bank. It is requested that the Hon'ble Tribunal be pleased to summon the waiting list of 1991 from the Bank so that real facts may be disclosed before the Tribunal and justice may be done in the matter.

(VII) Out of aforesaid waiting list of 1991 all most all the candidates have been appointed by the Bank but the Bank has not given appointment to the applicant. This is clearly unfair labour practice and illegal action of the Bank and it is also against the principles of natural justice.

(VIII) After the termination of the applicant so many new hand have been appointed by the Bank. As such the action of the Bank is illegal and unjust and the applicant is entitled to be reinstated with continuity of service and full back wages.

(IX) The name of the applicant was within 20 of the waiting list of 1991. The applicant has not been given appointment but all most all the persons from the said waiting list have been appointed. As such the action of the Bank is illegal and unjust and the applicant is entitled to be reinstated with continuity of service and full back wages.

Respondent side has submitted the written statement with averments which may be summarized as stated below:

(I) It is essential to mention that to abuse/misuse of the provisions of the I. D. Act 1947[14 of 1947] instant industrial dispute has been raised by the applicant regarding his alleged termination from 18.04.82. On this alone ground case is liable to be dismissed at the very outset by the Hon'ble Tribunal.

(II) The alleged disengagement being of 1982 & 33 years have passed since then the industrial dispute cannot be said to have survived & a stale alleged dispute cannot be allowed be raised now.

(III) It is specific to state that to create illegal pressure upon the bank's management, General Manager, Kanpur have knowingly been made party by the claimant in the present dispute whereas claimant never worked for a day in both offices. It is made clear that relationship of employer & employee does not exist between the rival parties. In the light of above given facts claim is legally not maintainable & is deserved to be rejected forthwith by the Hon'ble court.

(IV) It is clearly submitted that present case is out of ambit of continuous service as defined in section 25B of the Act because applicant never pleaded before the A.L.C.(C) that he had worked for 240 days at Regional Office, Kanpur therefore provisions of section 25 F do not attract in the instant matter.

(V) It is necessary to add that claimant was not engaged in the bank against any post. To enrich our contention it is narrated here that there is a prescribed procedure for appointment in the respondent bank, which is evident from fact that appointment letter was not filed by the applicant along with his claim statement before the Hon'ble Court.

(VI) In claim statement is mere reiterations. It is clearly submitted that applicant is not entitled to get relief claimed from the Hon'ble court. In the light of afore-mentioned true facts claim has no force of law & on the face of given reply case may be turned down by the Hon'ble Tribunal.

Main question in this reference is that Whether the action of the management of State Bank of India is terminating the services of Shri Ashok Kumar Kashyap S/o Shri Nanhoo Prasad workman with effect from 18.04.1992 and not considering his name for reemployment while reemploying others including the recruitment of fresh hands in just fair & legal? If not, to what relief the workman concerned is entitled to?

In our claim statement applicant is requested that applicant was employed of the said bank in Regional Office, Kanpur in subordinate cadre and the applicant was terminated on 18.04.1982 in violation of the provisions of Industrial Disputes Act, 1947. And further says when we protest then the State Bank of India decided to hold test interview so that regular and permanent appointment may be given to workmen who have already worked in the bank.

In accordance to that bank in holding test/interview was illegal because under the provisions of the Industrial Disputes Act, 1947. The applicant was a retrenched employee and he was to be given appointment in the Bank not on the basis of any test/interview.

Due to malafide reasons bank did not give permanent appointment to the applicant. It came to the knowledge of the applicant that he have passed the interview and his name within 20 of the waiting list for giving permanent appointment in the bank. In that list almost candidates have been appointed by the bank but the bank has not given appointment to the applicant and with other facts in last requested that in the interest of justice Hon'ble Tribunal be pleased to give the following relief read as under:

1. Reinstate in service with continuity of services and given full back wages and other attending benefits.

2. Any other suitable relief which the Hon'ble Tribunal may deem fit under the circumstances and suitable cost of the case may please also be awarded.

In reply of above claim statement bank filed written statement and in his written statement preliminary objection is raised that applicant regarding his alleged termination from 18.04.1982, which is not tenable in the eyes of law because above referred date of termination has not found place in claim statement & rejoinder statement filed by the claimant before the conciliation officer.

Further in para stated that to create a legal pressure upon the bank's management have knowingly been made parties by the claimant in the present dispute whereas claimant never worked for a day in both offices. It is made clear that relationship of employer & employee does not exist between the rival parties.

Further in para 6 stated that claimant was not engaged in the bank against any post and further stated interview letter was not placed along with claim statement by the claimant before conciliation officer to prove his case.

After filing of above written statement, rejoinder is also filed by applicant which is read as under:

1. The contents of Para No. 01 of the written statement of the employer are wrong, baseless and misconceived hence are not admitted. In reply it is submitted that the services of the applicant has been illegally and unjustly terminated by the employer. The termination of the applicant is retrenchment. The employer has appointed new hands but has not given chance to the applicant as required u/s 25 H of the Industrial Dispute Act, 1947. The labour laws are for the welfare and protection from the exploitation of poor workman i.e. poor section of the society. Therefore the law makers i.e. the parliament of the country keeping all this facts and circumstances in consideration and passed experience did not mention any time limit for the re-employment of retrench workmen's in section 25 H of the Industrial Dispute Act, 1947. In view of these submissions no one including all courts of the country cannot and should not impose any time limit for raising such disputes in the name of old cases or belated case. As such the objection is baseless and misconceived as well as against the spirit of law and is liable to be rejected.

2. The contents of Para No. 02 of the written statement of the employer are wrong, baseless and misconceived hence are not admitted. In reply it is submitted that the Case is for illegal termination i.e. retrenchment and also for not considering for re-employment in future vacancies as provided u/s 25 H of the Industrial Dispute Act, 1947. The employer has been giving employment to others but has refused to give employment to the applicant. Therefore the section of stale dispute or belated dispute does not arise. These are imaginary objection of the exploiting employer while there is no such provision in the Industrial Dispute Act. 1947. As such the objection is liable to be rejected out rightly.

3. The contents of Para No. 06 of the written statement of the employer are wrong, baseless and misconceived hence are not admitted. In reply it is submitted that the applicant was engaged a clear post. The opposite part Bank is a very big exploiter; the opposite party engaged the applicant and after termination engaged another person. Thus the Bank is unfair labour practice, malafide and exploitation of poor workers and action of the employer is to be condemned.

4. In reply to the contents of para No.18 and 19 it is submitted that the Government has power to refer any matter of any Industrial Dispute at any time. If once a reference has not

been issued by the Government even then the Government can issue references order at any time. There is no illegality in it. The Hon'ble court is requested grant the relief claimed.

5. The applicant is entitled to the relief claimed and in the interest of justices the same be kindly granted.

Opposite party file documents/evidence on date 27.11.2020 is read as under:

1. Copy of settlement 17.11.1987.
2. Copy of settlement 27.10.1988.
3. Copy of settlement 07.01.1991.
4. Copy of settlement 09.06.1995.
5. Copy of application moved by claimant before A.L.C. (C).

Main question in this reference that applicant is employee in said bank as stated by him.

After perusal of order sheets it shows that so many dates has been fixed for the evidence of applicant but applicant not produce any documentary/ oral evidence and A.R. of workman is withdrawn own authority on 29.12.2025.

So, this is clear there is no any documentary or oral evidence is filed by applicant to prove his case such as appointment letter, interview letter, waiting list etc.

The burden of proof to establish the existence of an employer-employee relationship and the alleged 240 days of continuous service lies squarely on the workman.

Despite multiple opportunities and several dates fixed for evidence, the claimant failed to produce:

(i) Any documentary evidence (Appointment letter, salary slips, attendance records, or the alleged 1991 waiting list).

(ii) Any oral evidence to substantiate his claims of employment or the alleged unfair labour practice.

In the absence of any evidence, the claimant has failed to discharge the primary onus of proof. The mere filing of a statement of claim does not constitute proof of the facts alleged therein.

Since the claimant failed to prove that he was an "employee" of the respondent bank or that any termination took place as alleged, the question of illegal termination or right to re-employment does not arise.

Accordingly, the reference is answered in the **negative**. The claimant is not entitled to any relief. A **'Nil'** Award is hereby passed.

Parties are left to bear their respective costs.

Date: 27.02.2026 RAJENDRA PRASAD SRIVASTAVA, H.J.S (Retd.), Presiding Officer

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