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नई दिल्ली, जून 28—जुलाई 4, 2026, शनिवार/ आषाढ 7—आषाढ 13, 1948

No. 25]

NEW DELHI, JUNE 28— JULY 4, 2026, SATURDAY/ ASHADHA 7— ASHADHA 13, 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, 29 जून, 2026

का.आ. 1328.— राष्ट्रीय कृषि और ग्रामीण विकास बैंक अधिनियम, 1981 (1981 का 61) की धारा 6 की उपधारा (1) के खंड (3) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार, एतद्वारा, श्री राकेश कश्यप (जन्मतिथि: 02.01.1969), सीजीएम, केनरा बैंक को राष्ट्रीय कृषि और ग्रामीण विकास बैंक के उप प्रबंध निदेशक के रूप में, इस पद का कार्यभार ग्रहण करने से लेकर उनकी अधिवर्षिता की आयु तक, अर्थात् दिनांक 31.01.2029 तक या अगले आदेशों तक, जो भी पहले हो, नियुक्त करती है।

[फा. सं. 7/3/2025-एसी]

रत्नाकर झा, अवसर सचिव

MINISTRY OF FINANCE
(Department of Financial Services)

New Delhi, the 29th June, 2026

S.O. 1328.— In exercise of the powers conferred by clause (3) of section 6 of the National Bank for Agriculture and Rural Development Act, 1981 (61 of 1981), the Central Government hereby appoints Shri Rakesh Kashyap (DoB: 02.01.1969), CGM, Canara Bank as Deputy Managing Director, National Bank for Agriculture and Rural Development *with effect from the taking over of charge of the post till his superannuation i.e. 31.01.2029 or until further orders, whichever is earlier.*

[F. No. 7/3/2025-AC]

RATNAKAR JHA, Under Secy.

श्रम और रोजगार मंत्रालय

नई दिल्ली, 24 जून, 2026

का.आ. 1329.—औद्योगिक विवाद अधिनियम 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार यूनियन बैंक ऑफ इंडिया के प्रबंधतंत्र, संबद्ध नियोजको और उनके कर्मकारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय चेन्नई के पंचाट (29/2022) प्रकाशित करती है।

[सं. एल-39025/01/2026- आई आर (बी-II)-61]

सलोनी, उप निदेशक

MINISTRY OF LABOUR AND EMPLOYMENT

New Delhi, the 24th June, 2026

S.O. 1329.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. 29/2022) of the *Cent.Govt.Indus.Tribunal-cum-Labour Court Chennai* as shown in the Annexure, in the industrial dispute between the management of Union Bank of India and their workmen.

[No. L-39025/01/2026- IR(B-II)-61]

SALONI, Dy. Director

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

ID No. 29/2022

Present: SUSHIL KUMAR, PRESIDING OFFICER

Date: 26-05-2026

Sh.M. Kumaravelu,
S/o Murugaiyan,
Perumpuliyur,
Thillai Sthalam, Thiruviyaru,
Thanjavur – 613 203

: 1st Party/Petitioner

AND

The Chief General Manager,
Union Bank of India,
Human Resources Department,
Field General Manager Office,
No.139, Broadway, Chennai – 600 104 : 2nd Party / 1st Respondent

The Zonal Manager,
Union Bank of India,
2nd Floor, No.139, Broadway,
Chennai – 600 104 : 2nd Party / 2nd Respondent

The Regional Manager,
Union Bank of India,
Tiruchirapalli : 2nd Party / 3rd Respondent

Appearance:

For the 1st Party/Petitioner : M/s D. Ravidranathan, Adv

For the 2nd Party / 1st to 3rd Respondents : M/s T.S. Gopalan & Co, Adv

AWARD

Whereas an Industrial Dispute between the workman and the management has been filed before this Tribunal by the First Party directly under Section 2A(2) of the Industrial Disputes (Amendment) Act, 2010 for adjudication, and the same has been taken on the file of this Tribunal as ID 29/2022, due notices were issued to both parties for their appearance.

ID called out. Learned counsel for the respondent is present. Learned counsel appearing for the petitioner stated that the petitioner is no more and has no one to prosecute, hence the case is abated. Record to be consigned to the record room.

SUSHIL KUMAR-II, Presiding Officer

नई दिल्ली, 25 जून, 2026

का.आ. 1330.—औद्योगिक विवाद अधिनियम (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार ओएनजीसी के प्रबंधन के संबद्ध नियोजकों और जनरल एम्प्लॉइज एसोसिएशन के बीच अनुबंध में निर्दिष्ट केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, मुंबई-1, पंचाट (रिफरेन्स न.- 25/2013) को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 25.06.2026 को प्राप्त हुआ था।

[सं. एल-30011/12/2013-आईआर(एम)]

सलोनी, उप निदेशक

New Delhi, the 25th June, 2026

S.O. 1330.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (**Reference No. 25/2013**) 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 **ONGC** and **General Employees Association** which was received along with soft copy of the award by the Central Government on 25.06.2026.

[No. L-30011/12/2013-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 - 25 of 2013

Parties: Employers in relation to the management of
ONGC
V/s.
T.W. (General Employees Association)

Appearances:

For the first party Management : Absent
For the second party workmen : Absent
Mumbai, dated the 23rd day of February, 2026.

AWARD

The present reference has been made by the Central Government by its order No. L-30011/12/2013 dated 12/04/2013 passed 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.

“Whether the action of the Management of ONGC, Nhava, in denying the demand of the workman Shri Sushil Narayan Khedekar that he be absorbed/given permanency of ONGC on the ground of the contract being sham and bogus, is legal and justified? If not, what relief the workman is entitled to?”

The workman has filed his statement of claim. However, despite several opportunities granted by this Tribunal, the claimant/workman has failed to file any evidence by way of affidavit or to lead any oral or documentary evidence in support of the averments made in the statement of claim.

The management has remained absent and has not filed any written statement despite repeated opportunities.

It is not in dispute that the workman has filed his statement of claim. However, mere filing of pleadings is not sufficient to establish the allegations made therein. The workman, upon whom the initial burden of proof squarely lies, was required to substantiate his claim by leading cogent evidence.

In the present case, no evidence—oral or documentary—has been led by the workman to prove that the contract was sham and bogus or that he was entitled to absorption/permanency. In view of the settled legal position laid down in *V. K. Raj Industries v. Labour Court*, *Uptron Powertronics Employees’ Union v. Presiding Officer, Labour Court (II)*, and *District Administrative Committee v. Secretary-cum-G.M., District Co-operative Bank Ltd.*, the failure of the workman to lead evidence is fatal to the reference.

In the absence of any evidence in support of the statement of claim, the reference cannot be answered in favour of the workman. Consequently, the management is not required to lead any evidence.

For the foregoing reasons, the reference is answered against the workman. The workman is not entitled to any relief.

Accordingly, the reference stands answered in terms aforesaid.

Award as above.

Justice ARVIND KUMAR MISHRA, Presiding Officer

नई दिल्ली, 25 जून, 2026

का.आ. 1331.—औद्योगिक विवाद अधिनियम (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार नेशनल इन्श्योरेंस कंपनी लिमिटेड के प्रबंधतंत्र के संबद्ध नियोजकों और श्री एस.डी. वैराल के बीच अनुबंध में निर्दिष्ट केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, मुंबई-1, पंचाट (रिफरेन्स न.- 25/2005) को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 25.06.2026 को प्राप्त हुआ था।

[सं. एल-17012/7/2005-आईआर(बी-1)]

सलोनी, उप निदेशक

New Delhi, the 25th June, 2026

S.O. 1331.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (**Reference No. 25/2005**) 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 **National Insurance Company Ltd.** and **Shri S. D.Vairal** which was received along with soft copy of the award by the Central Government on 25.06.2026.

[No. L-17012/7/2005-IR(B-I)]

SALONI, Dy. Director

ANNEXURE

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL, MUMBAI

Present

JUSTICE ARVIND KUMAR MISHRA

Presiding Officer

REFERENCE NO.CGIT-25 of 2005

PARTIES:-

National Insurance Company Ltd,

V/s.

Their Workman(S.D.Vairal)

APPEARANCE:-

For the Management

: Mr. S.V. Alva(Adv.)

For the Workman

: Mr. Arvind Tapole(Adv.)

Mumbai, dated 26/02/2026.

AWARD

The present reference has been made by the Central Government vide Order No. L-17012/7/2005-IR(B-I) dated 04.10.2005, in exercise of the powers conferred under clause (d) of sub-section (1) read with sub-section (2A) of Section 10 of the Industrial Disputes Act, 1947 (14 of 1947).

The terms of reference are as under:

1. "Whether the affected workman Smt. Shobha D. Vairal, Part-Time Sweeper, has put in continuous service as per the provisions of Section 25-B of the Industrial Disputes Act, 1947?"
2. "Whether the action of the management of National Insurance Company Limited, Mumbai, in terminating/discontinuing the services of Smt. Shobha D. Vairal, Part-Time Sweeper, w.e.f. 08.07.2003 is legal, proper and justified? If not, to what relief is the affected workman entitled and from which date?"

Today, the matter is listed for settlement. Both parties are present through their learned counsel, and the workman is also present in person.

During the course of hearing, both parties, with the free consent of the workman, jointly submitted before the open Court that the dispute has been amicably settled. The management has agreed to pay a lump-sum amount of ₹60,000/- (Rupees Sixty Thousand only) to the workman towards full and final settlement of all her claims, dues, and demands, past, present, and future, arising out of the subject matter of the present reference.

The learned counsel for the management submitted that the said amount shall be paid subject to the workman submitting a No-Dues / No-Claim declaration against the management. The workman has voluntarily accepted the said terms and has stated that she does not wish to contest the matter further.

In view of the above settlement, the reference is answered accordingly and disposed of in terms of the settlement arrived at between the parties.

AWARD IS PASSED ACCORDINGLY.

Justice ARVIND KUJMAR MISHRA, Presiding Officer

नई दिल्ली, 25 जून, 2026

का.आ. 1332.— औद्योगिक विवाद अधिनियम (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार मेसर्स निमंत्रण स्नेक्स के प्रबंधन के संबद्ध नियोजकों और पेट्रोलियम एम्प्लॉइज यूनियन के बीच अनुबंध में निर्दिष्ट केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय-2, मुंबई, पंचाट (रिफरेंस नं.- 62/2018) को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 25.06.2026 को प्राप्त हुआ था।

[सं. एल-30011/28/2018-आईआर(एम)]

सलोनी, उप निदेशक

New Delhi, the 25th June, 2026

S.O. 1332.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (**Reference No. 62/2018**) of the **Central Government Industrial Tribunal cum Labour Court-2, Mumbai** as shown in the Annexure, in the Industrial dispute between the employers in relation to **M/s. Nimantran Snacks** and **Petroleum Employees Union** which was received along with soft copy of the award by the Central Government on 25.06.2026.

[No. L-30011/28/2018-IR(M)]

SALONI, Dy. Director

ANNEXURE

BEFORE JUSTICE RETIRED SHIV SHANKER PRASAD

PRESIDING OFFICER/LINK OFFICER

THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO.2, MUMBAI

PRESENT

JUSTICE RETIRED SHIV SHANKER PRASAD

Presiding Officer/Link Officer

REFERENCE NO. CGIT-2/62 of 2018

EMPLOYERS IN RELATION TO THE MANAGEMENT OF

Party No. 1. M/s. Nimantran Snacks

The Proprietor,
M/s. Nimantran Snacks
Shop No.7, Shivnum Building,
Opp. Sita Estate,

R.C. Marg, Aziz Baug, Chembur,
Mumbai : 400 074,
State: Maharashtra.

AND

THEIR WORKMAN.

Party No.2 (Petroleum Employees Union)

The General Secretary,
Petroleum Employees Union,
Tel-Rasayan Bhavan, Tilak Road,
Dadar (E),
Mumbai : 400 014,
State: Maharashtra.

APPEARANCES:

Management : No appearance.

Workmen/Union : No appearance.

AWARD

(Delivered on 12-03-2026)

1. This Reference has been made by the Central Government in exercise of powers under clause (d) of sub-section (1) and sub-section (2A) of Section 10 of the Industrial Disputes Act, 1947, vide Government of India, Ministry of Labour & Employment, New Delhi, order No. L- 30011/28/2018-IR(M) dated 26.11.2018. The terms of reference given in the schedule are as follows:

“Whether Shri Mukesh Rai designated as ‘Supervisor’ under the management of M/s. Nimantran Snacks, Canteen Contractor at canteen of BPCL Mumbai Refinery, Mahul is ‘workman’ under ID Act?

If yes, whether the action of the management of M/s. Nimantran Snacks, Canteen Contractor operating canteen of BPCL Mumbai Refinery, Mahul w.e.f. 01.04.2016 in terminating the services of Shri Mukesh Rai, Supervisor, w.e.f. 11.06.2016, is just and proper? If not, what relief the workman concerned is entitled to?”

2. The case is called out today. Both parties are absent on repeated calls. From perusal of record, it is apparent that, the petitioner is not responding and attending the Court since 15.02.2019 long back despite service of notices. No Statement of Claim and Written Statement have been filed by the parties respectively till today. No other evidence has been filed by the petitioner/workman to prove his case. The petitioner is not coming to the court since long back. It appears that, he is not interested to contest the case furthermore. The claim of the petitioner is not proved. So, the case is closed.

Hence, it is ordered.

ORDER

Shri Mukesh Rai designated as ‘Supervisor’ under the management of M/s. Nimantran Snacks, Canteen Contractor at canteen of BPCL Mumbai Refinery, Mahul is not ‘workman’ under ID Act.

The action of the management of M/s. Nimantran Snacks, Canteen Contractor operating canteen of BPCL Mumbai Refinery, Mahul w.e.f. 01.04.2016 in terminating the services of Shri Mukesh Rai, Supervisor, w.e.f. 11.06.2016, is just and proper. The concerned workman is not entitled to any relief.

Date: 12-03-2026

Justice SHIV SHANKER PRASAD, Presiding Officer/Link Officer

नई दिल्ली, 25 जून, 2026

का.आ. 1333.—औद्योगिक विवाद अधिनियम (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार मेसर्स भारत पेट्रोलियम कॉर्पोरेशन लिमिटेड के प्रबंधन के संबद्ध नियोजकों और मुंबई श्रमिक संग्रह संघर्ष के बीच अनुबंध में निर्दिष्ट केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय-2, मुंबई, पंचाट (रिफरेन्स न.- 24/2004) को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 25.06.2026 को प्राप्त हुआ था।

[सं. एल-30011/98/2003-आईआर(एम)]

सलोनी, उप निदेशक

New Delhi, the 25th June, 2026

S.O. 1333.— In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (**Reference No. 24/2004**) of the **Central Government Industrial Tribunal cum Labour Court-2, Mumbai** as shown in the Annexure, in the Industrial dispute between the employers in relation to **M/s. Bharat Petroleum Corporation Ltd.** and **Mumbai Shramik Sangh Sangharsh** which was received along with soft copy of the award by the Central Government on 25.06.2026.

[No. L-30011/98/2003-IR(M)]

SALONI, Dy. Director

ANNEXURE

BEFORE JUSTICE RETIRED SHIV SHANKER PRASAD

PRESIDING OFFICER/LINK OFFICER

THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO.2, MUMBAI

PRESENT

JUSTICE RETIRED SHIV SHANKER PRASAD

Presiding Officer/Link Officer

REFERENCE NO. CGIT-2/24 of 2004

EMPLOYERS IN RELATION TO THE MANAGEMENT OF

Party No. 1. M/s. BPCL.,
The Director,
M/s. Bharat Petroleum Corporation Ltd.,
Refinery Division
Mahul, Chembur,
Mumbai – 400 074,
State: Maharashtra.

AND

THEIR WORKMEN.

Party No. 2. (Mumbai Shramik Sangh)

The Secretary,
Mumbai Shramik Sangh,
Sangharsh, Quarry Road,
Bhandup (W),
Mumbai – 400 078,
State: Maharashtra.

APPEARANCES:

Management : Mr. Anand Pai.
Advocate.

Workmen/Union : Mr. R. D. Bhat.
Representative.

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-30011/98/2003 (IR(M)) dated 15.04.2004. The terms of reference given in the schedule are as follows:

a. *“Whether the contract between BPCL and respondent No.2 contractor is sham and bogus and is a camouflage to deprive the workers concerned in the petition of benefits available to permanent workmen of BPCL;*

b. *Whether the workers concerned in the petition should be declared permanent workers of BPCL;*

c. *What are the wages and consequential benefits to be paid to the workers concerned in the petition?”*

2. Case called out today. Adv. Ms. Lavanya holding brief of the learned counsel for the respondent Mr. Anand Pai 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 26.06.2023 long back. Although, Statement of Claim and Written Statements have been filed by the parties respectively and after that, first award has been passed by this court on 20.05.2013, in which it has been held by this court that, the employer/ housing colony is held ‘industry’ as defined u/s. 2 (J) of the ID Act and the Reference is tenable and parties were directed to remain present for further proceedings of the case, but since 26.06.2023, petitioner/workmen is not coming to the court for further proceedings of the case. No evidence has been adduced by the petitioner till today to prove the contents of the Statement of Claim. The petitioner 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/ workman is not proved. So, the case is closed.

Hence, it is ordered.

ORDER

- a. **The contract between BPCL and respondent No.2 contractor is not sham and bogus and is not a camouflage to deprive the workers concerned in the petition of benefits available to permanent workmen of BPCL.**
- b. **The workers concerned in the petition should not be declared permanent workers of BPCL.**
- c. **No wages and no consequential benefits to be paid to the workers concerned in the petition.**

Date: 12-03-2026

Justice SHIV SHANKER PRASAD, Presiding Officer/Link Officer

नई दिल्ली, 25 जून, 2026

का.आ. 1334.—औद्योगिक विवाद अधिनियम (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार हिंदुस्तान पेट्रोलियम कॉर्पोरेशन लिमिटेड के प्रबंधन के संबद्ध नियोजकों और पेट्रोलियम एम्प्लॉइज यूनियन के बीच अनुबंध में निर्दिष्ट केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय-2, मुंबई, पंचाट (रिफरेंस नं.- 25/2019) को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 25.06.2026 को प्राप्त हुआ था।

[सं. एल-30011/12/2017-आईआर(एम)]

सलोनी, उप निदेशक

New Delhi, the 25th June, 2026

S.O. 1334.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (**Reference No. 25/2019**) of the **Central Government Industrial Tribunal cum Labour Court-2, Mumbai** as shown in the Annexure, in the Industrial dispute between the employers in relation to **Hindustan Petroleum Corporation Ltd.** and **Petroleum Employees Union** which was received along with soft copy of the award by the Central Government on 25.06.2026.

[No. L-30011/12/2017-IR(M)]

SALONI, Dy. Director

ANNEXURE

**BEFORE JUSTICE RETIRED SHIV SHANKER PRASAD
PRESIDING OFFICER/LINK OFFICER**

THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO.2, MUMBAI

PRESENT

JUSTICE RETIRED SHIV SHANKER PRASAD

Presiding Officer/Link Officer

REFERENCE NO. CGIT-2/25 of 2019

EMPLOYERS IN RELATION TO THE MANAGEMENT OF

Party No. 1. Hindustan Petroleum Corporation Ltd.,

The General Manager,
M/s. HPCL, Mumbai Refinery,
Mahul, Post Box No.18820,
B.D. Patil Marg,
Mumbai : 400 074,
State: Maharashtra.

AND

THEIR WORKMEN.

Party No.2 (Petroleum Employees Union)

The General Secretary,
Petroleum Employees Union,
HPCL, Mumbai Refinery Unit,
Tel- Rasayan Bhavan, Tilak Road,
Dadar (E)
Mumbai : 400 014,
State: Maharashtra.

APPEARANCES:

Management	:	Miss Deepika Agrawal. Advocate
Workmen/Union	:	No appearance.

AWARD

(Delivered on 12-03-2026)

1. This Reference has been made by the Central Government in exercise of powers under clause (d) of sub-section (1) and sub-section (2A) of Section 10 of the Industrial Disputes Act, 1947, vide Government of India, Ministry of Labour & Employment, New Delhi, order No. L- 30011/12/2017-IR(M) dated 25.04.2019. The terms of reference given in the schedule are as follows:

“Whether the action of the management of HPCL, Mahul Refinery Mumbai, in reducing the manpower by one position in 3 shift working involving 5 manpower in the Boiler Section of Operational Department, under the plea of redeployment of surplus workmen in similar jobs due to discontinuing operation of certain old boilers and its associated utilities, is just and proper? If not, what relief Petroleum Employees Union is entitled to and what other directions, if any, are necessary in the matter?”

2. The case is called out today. The learned counsel for the respondent Miss Deepika Agrawal 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 23.08.2023 long back. No Statement of Claim and Written Statements have been filed by the parties respectively till today. No other evidence has been filed by the petitioner to prove his claim. The petitioner/union is not coming to the court since long back. It appears that, the petitioner/union is not interested to contest the case furthermore. The claim of the petitioner/union is not proved. So, the case is closed.

Hence, it is ordered.

ORDER

The action of the management of HPCL, Mahul Refinery Mumbai, in reducing the manpower by one position in 3 shift working involving 5 manpower in the Boiler Section of Operational Department, under the plea of redeployment of surplus workmen in similar jobs due to discontinuing operation of certain old boilers and its associated utilities, is just and proper. The Petroleum Employees Union is not entitled to any relief.

Date: 12-03-2026

Justice SHIV SHANKER PRASAD, Presiding Officer/Link Officer

नई दिल्ली, 25 जून, 2026

का.आ. 1335.—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 कर्मचारी संघ के बीच अनुबंध में निर्दिष्ट केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, आसनसोल, पंचाट (रिफरेन्स नं.- 20/2020) को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 25.06.2026 को प्राप्त हुआ था।

[सं. एल-26011/14/2019-आईआर(एम)]

सलोनी, उप निदेशक

New Delhi, the 25th June, 2026

S.O. 1335.—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, Asansol** as shown in the Annexure, in the Industrial dispute between the employers in relation to **Ferro Scrap Nigam Limited** and **Ferro Scrap Nigam Limited Employees' Union** which was received along with soft copy of the award by the Central Government on 25.06.2026.

[No. L-26011/14/2019-IR(M)]

SALONI, Dy. Director

ANNEXURE

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

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

REFERENCE CASE NO. 20 OF 2020

PARTIES: Ferro Scrap Nigam Limited Employees' Union
Vs.
Management of Ferro Scrap Nigam Limited, Durgapur

REPRESENTATIVES:

For FSNL Employees' Union: Mr. Asit Kumar Kolay, Advocate.
Mr. Susanta Kumar Ganguly, Advocate.

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

INDUSTRY: Iron and Steel.

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-26011/14/2019-IR(M)** dated 28.05.2020 has been pleased to refer the following dispute between the employer, that is the Management of Ferro Scrap Nigam Limited, Durgapur and their superannuated employees for adjudication by this Tribunal.

SCHEDULE

“ Whether the action of the management of Ferro Scrap Nigam Limited, Durgapur in non-payment of arrear leave encashment/arrear of HRA arising out of pay revision to the superannuated employees as raised by Ferro Scrap Nigam Limited Employees' Union vide letter dated 21.01.2019 is proper, legal and justified? If not, what relief such workmen are entitled to? ”

1. On receiving Order **No. L-26011/14/2019-IR(M)** dated 28.05.2020 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. Mr. Haradhan Sain, General Secretary of Ferro Scrap Nigam Limited Employees' Union (CITU & SWFI), Durgapur Unit filed written statement on 13.01.2023. Brief fact of petitioner's case as disclosed in the written statement is

that twenty-two (22) superannuated employees of Ferro Scrap Nigam Limited (hereinafter referred to as FSNL) have not been paid Leave Salary and forty-three (43) superannuated employees have not been paid House Rent Allowance (hereinafter referred to as HRA) in accordance with to the Memorandum of Settlement dated 11.02.2011. It is the case of the concerned union that the wage revision was granted to the employees who were on the rolls of the company on 31.12.2006 and they are entitled to HRA as per letter dated 25.07.2016 and Leave Salary according to the Memorandum of Settlement dated 11.02.2011. The retired employees entitled to such dues, requested the management of FSNL vide letter No. FSNLEU/41/18 dated 12.07.2018 for payment. The management neither paid any amount nor responded to the representation made through the union. An Industrial Dispute was raised before the Assistant Labour Commissioner (C), Raniganj at Durgapur claiming HRA and Leave Salary. The conciliation proceeding resulted in a failure and a Failure of Conciliation Report was sent to the Ministry. The appropriate government thereafter referred the Industrial Dispute to this Tribunal for adjudication.

3. Regarding non-payment of Leave Salary, the union pointed out that the Tripartite Wage Agreement was signed on 11.02.2011, disclosing that it would be effective from 01.01.2007 to 31.12.2011 and employees including those who retired prior to implementation of the agreement but covered under it were paid their regular wage arrears, but the management deprived the retired employees of their difference of Leave Salary, consequent upon wage revision. Since the wage revision was pending at the time of their retirement, they were paid Leave Salary in respect of Earned Leave (EL) and Half Pay Leave (HPL) lying in their credit on the basis of their pre-revised wages. It is urged that on revision of wages twenty-two (22) ex-employees, whose list is enclosed, are entitled to difference of Leave Salary. The union further contended that management of FSNL made a revision of HRA at the rate of twenty percent (20%) of revised Basic Pay from earlier rate

of ten percent (10%) with retrospective effect from 01.04.2010 instead of 01.09.2011. The said rule was implemented in the month of July / August, 2015. It is claimed that the consequential arrear dues as per revision should be paid to the superannuated employees and they are entitled to revised rate of HRA from 01.04.2010 till their retirement. Accordingly, union has prayed for payment of the aforesaid dues to the superannuated employees with interest thereon from the date it remained unpaid.

4. Management contested the case by filing written statement on 31.03.2023 through Mr. Saurabh Radhesham Tharewal, constituted attorney. According to the management of FSNL the Industrial Dispute is not maintainable in its present form. The dispute is vague and indefinite and not sustainable. The main objection raised by the management is that there is no provision in the wage agreement dated 11.02.2011 for payment of HRA or Leave Salary to the superannuated employees. Referring to Clause No. 4.1.3 of the agreement it is averred that merely due to

enhancement of Basic Pay on wage revision the employees shall not be entitled to difference of other facilities based upon revision of wages. Management further contended that in the meantime another Wage Agreement for the period from 01.01.2012 to 31.12.2016 has come into force and the earlier Wage Agreement has lost its force. It is claimed that the Industrial Dispute raised is not tenable and is hopelessly barred by limitation.

5. The central point for consideration is whether the superannuated employees of FSNL are entitled to arrears of Leave Salary and HRA as claimed by the union in their letter dated 21.01.2019 and whether non-payment of such benefits by management is legal and justified.

6. The union has examined Mr. Haradhan Sain, union representative as Workman Witness No. 1. In his affidavit-in-chief he reiterated the claim of the

superannuated employees for payment of difference of Leave Salary on the basis of Wage Agreement signed on 11.02.2011 for the period from 01.01.2007 to 31.12.2011 and for payment of difference of HRA at the revised rate of twenty percent (20%) which has been given retrospective effect from 01.04.2010. It is stated that there are twenty-two (22) retired employees who have prayed for difference of Leave Salary and forty-three (43) employees prayed for payment of difference of HRA from 01.04.2010. The workman witness produced the following documents in support of union's case :

- (i) Copy of representation dated 12.07.2018 submitted by the witness as General Secretary, addressed to the Unit Head of Ferro Scrap Nigam Limited for payment of arrears of House Rent and Leave Salary, is produced as Exhibit W-1.
- (ii) Copy of Memorandum of Settlement dated 11.02.11, as Exhibit W-2.
- (iii) Copy of the Memorandum of Settlement along with the Terms of Settlement, as Exhibit W-2/1.
- (iv) Copy of a list of twenty-two retired employees who claimed arrear of Leave Salary and Gratuity, as Exhibit W-3.
- (v) Copy of Inter-Office Memo dated 21.07.2015 by which it was decided that House Rent Allowance would be paid at enhanced / revised rate w.e.f. 01.04.2010, as Exhibit W-4.
- (vi) Copy of a list of forty-three employees who have not received the revised House Rent Allowance w.e.f. 01.04.2010 till the date of retirement, as Exhibit W-5.
- (vii) Copy of the Authorization Letter for representing the case of employees, as Exhibit W-6.
- (viii) Copy of Inter-Office Memo dated 25.07.2016 for payment of House Rent Allowance, as Exhibit W-7 and W-9.
- (ix) Copy of letter dated 21.01.2019 addressed to the Assistant Labour Commissioner (C), Raniganj at Durgapur regarding non-payment of Leave Salary and HRA, as Exhibit W-8.
- (x) Copy of letter dated 30.05.1994 issued by the Dy. Manager (P&A), FSNL addressed to the General Secretary of FSNL Employees' Union, regarding recognition of the union, as Exhibit W-10.

7. Witness denied the suggestion that their union is not a recognized trade union under the Trade Union Act and that forty-three (43) listed petitioners were not members of FSNL Employees' Union during their service period. The witness denied that the names of the employees in Enclosure-5 of the written statement were not the members of his union or that they have not authorized him to represent their case. During re-cross-examination on 19.02.2025 a suggestion was made to the witness that HRA was to be paid from 01.04.2010 as per Memorandum of Settlement and

the witness admitted the same. The evidence of Workman Witness No. 1 reveals that the witness is one of the signatories of the Memorandum of Settlement dated 11.02.2011. Therefore, it is amply clear that FSNL Employees' Union, Durgapur was a registered and recognized trade union at the relevant time.

8. No evidence has been adduced by the management of FSNL. The case was fixed up for hearing of argument during the Special Campaign.

9. Mr. Asit Kumar Kolay, learned advocate for the union argued that the superannuated employees whose names have been disclosed in Enclosure-3 of the written statement have retired from their service between 30.10.2006 and 16.02.2011 before implementation of the Wage Agreement dated 11.02.2011 which was applicable to them from 01.01.2007 to 31.12.2011 and that they are entitled to difference of Leave Salary on the basis of revised pay. It is submitted that out of twenty-two (22) employees namely B. Hembrom, S. K. Chakrabarty, Ratan Gope, D. D. Bouri and R. Ruidas have died in harness. Learned advocate further claimed that forty-three (43) retired employees who have been enlisted in

Enclosure-5 of the written statement are entitled to difference of enhanced HRA from 01.04.2010 till their retirement.

10. Learned advocate for the management in reply contended that the names of the employees are not mentioned in the Schedule and it is argued that the employees who have superannuated are not entitled to the benefit of difference of HRA and Leave Salary on the basis of the Wage Agreement.

11. I have considered the arguments advanced on behalf of the union and management, pleadings of the parties and evidence adduced. The list of twenty-two (22) employees claiming payment difference of Leave Salary from 01.01.2007 on the basis of revision of pay has been marked as Exhibit W-3 and the list of forty-three (43) retired employees, claiming payment of difference of HRA from 01.04.2010 is marked as Exhibit W-5. Management of FSNL had sufficient notice regarding the identities of the employees but no question was posed to the workman witness challenging the identity of any of the employees whose names are mentioned in Exhibits W-3 and W-5. The Memorandum of Settlement arrived at between the management of FSNL, Durgapur and their workmen represented by FSNL Employees' Union, Durgapur on 11.02.2011 has been marked as Exhibit W-2/1 collectively. On a perusal of terms of settlement in Clause No. 2.2.1 which relates to HRA it is mentioned that the employees covered by the Agreement, who are not allotted Company's quarter, shall be paid house rent allowance equal to the HRA rates as per city classification and applicable rates under Government guidelines which is twenty percent (20%) of HRA applicable to the cities classified as "Y" to the employees of FSNL and it is further stated that the payment of HRA on the basis of revised Basic Pay will be made from 01.04.2010. Therefore, as per the Memorandum of Settlement the employees who were on the payroll of the employer company on 01.04.2010 are entitled to the difference of HRA from 01.04.2010 till their date of death or superannuation according to the settled rate of enhanced HRA.

12. The second relief claimed in this case is the payment of difference of Leave Salary to the superannuated employees on the basis of Wage Agreement signed on 11.02.2011. Admittedly, there has been a wage revision of the employees of FSNL which stood due from 01.01.2007 on expiry of the previous wage agreement on 31.12.2006. According to the Memorandum of Settlement (Exhibit W-2/1), the agreement is valid for a period of five years from 01.01.2007 and it remained operational till 31.12.2011. It is undisputed that the employees who were on the payroll of

the company from 01.01.2007 till 31.12.2011 are entitled to the revised wages in terms of wage and allowance benefits. Clause No. 2.1.2 provides that the revised wage structure would apply from 01.01.2007 for different categories of employees as per Annexure-B. This statement suggests that employees who were in service from 01.01.2007 are entitled to revised pay. Clause No. 4.0 of the Memorandum of Settlement deals with implementation of the agreement. It has been agreed upon that the revised wage structure shall come into effect from 01.01.2007 and shall continue to be in operation till 31.12.2011 and in respect of the other provisions, the date of effect would be the dates indicated in the respective clauses of the agreement. Payment of Leave Salary is made on the basis of the Basic Pay and Dearness Allowance for a period of three hundred days (300) days of outstanding leave at the time of superannuation of the employee. If the Basic Pay is revised on 01.01.2007, the consequential benefit arises in Leave Salary would accrue to the employees, commensurate with their outstanding leave. Therefore, the superannuated employees, including who have died in harness after 01.01.2007 are entitled to difference of their Leave Salary on the basis of revision of wages. Mr. S. K. Banerjee, appearing in the list marked as Exhibit W-3 retired on 30.10.2006 before the wage agreement came into effect from 01.01.2007. Therefore, he will not be entitled to the payment of difference of Leave Salary. Management in their written statement has stated that in Clause No. 4.1.3 of the Memorandum of Settlement it is mentioned that merely due to enhancement of Basic Pay, entitlement of the employee for different facilities shall

not change and their eligibility shall remain same. The terms of agreement have stated that the HRA would be enhanced by a certain percentage of the Basic Pay and the same would be payable from 01.04.2010. Therefore, management cannot deny its responsibility of paying HRA at an enhanced rate to its forty-three (43) ex-employees. Regarding, payment of difference of Leave Salary, management has referred to Clause 4.1.3 of the agreement and argued that entitlement of the employees for other facilities shall not change due to enhancement of Basic Pay and their eligibility shall remain same. In order to meet this argument, it is necessary to refer to the provision of Clause 4.1.2 of the Memorandum of Settlement where it is stated that the benefits provided for under the previous agreement will continue, until otherwise specified in this agreement. The Wage Agreement which came into force from 01.01.2007 does not contain any provision to curtail the benefit of Leave Salary granted to the employees at the time of their retirement. Leave Salary is calculated on the basis of the Basic Pay and Dearness Allowance prevalent at the time of superannuation of the employee. The twenty-one (21) of enlisted employees except Mr. S. K. Banerjee would therefore be entitled to difference of Leave Salary on the basis of revised pay.

13. Management in their written statement has contended that another Wage Agreement between management and representative of the union has been reached for the period from 01.01.2012 to 31.12.2016. Therefore, the earlier Wage Agreement has lost its force. This argument is devoid of any force as the previous Wage Agreement is applies to the employees who were on the payroll of the employer company at the relevant time and their entitlement arises out of the agreement of wage revision of the employees dated 11.02.2011. Since, the management of the employer company did not make payment of difference of HRA and Leave Salary to its retired employees on the basis of revision of pay effected from 01.01.2007, they are certainly entitled to receive such benefits. Their rights would not be affected or prejudiced due to a subsequent wage revision applicable

from 01.01.2012 to 31.12.2016, which is not applicable to the enlisted ex-employees herein. It would be just and appropriate to direct the management of the employer company to assess the dues of the concerned workmen and

make payment on account of arrears of difference of Leave Salary and HRA within four months from the date of communication of the Award.

Hence,

ORDERED

that the Industrial Dispute is allowed on contest against the management of Ferro Scrap Nigam Limited, Durgapur. Twenty-two (21) ex-employees except those who retired prior to 31.12.2006 or their legal heirs, in appropriate cases are entitled to difference of Leave Salary on the basis of revised pay from 01.01.2007 onwards according to their date of superannuation till 31.12.2011. Forty-three (43) enlisted ex-employees are entitled to arrears of difference of House Rent Allowance from 01.04.2010 till their superannuation. Management is directed to make payment of arrears to the concerned ex-employees or their legal heirs, in appropriate cases within two (2) months from the date of communication of the Award. Let an award be drawn up in light of my above decision. Let copies of the Award in duplicate be sent to the Ministry of Labour, Government of India, New Delhi for information and Notification.

ANANDA KUMAR MUKHERJEE, Presiding Officer

नई दिल्ली, 25 जून, 2026

का.आ. 1336.— औद्योगिक विवाद अधिनियम (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार **मेसर्स तापस कुमार चंदा सिक्योरिटी एजेंसी; इंडियन ऑयल कॉर्पोरेशन (पाइपलाइन)** के प्रबंधन के संबद्ध नियोजकों और **स्वपन सरकार** के बीच अनुबंध में निर्दिष्ट **केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, आसनसोल, पंचाट (रिफरेंस नं.- 05/2023)** को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 25.06.2026 को प्राप्त हुआ था।

[सं. एल-30012/01/2022-आईआर(एम)]

सलोनी, उप निदेशक

New Delhi, the 25th June, 2026

S.O. 1336.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (**Reference No. 05/2023**) of the **Central Government Industrial Tribunal cum Labour Court, Asansol** as shown in the Annexure, in the Industrial dispute between the employers in relation to **M/s. Tapas Kumar Chanda Security Agency; Indian Oil Corporation (Pipeline)** and **Swapan Sarkar** which was received along with soft copy of the award by the Central Government on 25.06.2026.

[No. L-30012/01/2022-IR(M)]

SALONI, Dy. Director

ANNEXURE

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

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

REFERENCE CASE NO. 05 OF 2023

PARTIES: Swapan Sarkar

Vs.

- (1) M/s. Tapas Kumar Chanda Security Agency
- (2) Indian Oil Corporation (Pipeline), PHBPL, Bolpur

REPRESENTATIVES:

For the Workman: Swapan Sarkar (in person).
For M/s. TKCSA: None.
For IOCL: Mr. Pradip Kumar Goswami, Advocate.

INDUSTRY: Oil and Gas.
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-30012/01/2022-IR(M)** dated 12.01.2023 has been pleased to refer the following dispute between the employer i.e., (1) M/s. Tapas Kumar Chanda Security Agency and (2) Indian Oil Corporation (Pipeline), PHBPL, Bolpur and their workman for adjudication by this Tribunal.

SCHEDULE

“ Whether action of the management of M/s Tapas Kumar Chanda Security Agency terminating the services of Sri Swapan Sarkar and not reinstating him in duty, as raised by him vide letter dated 31.12.2020 is proper, legal and justified? If not, what relief the disputant is entitled to and what direction, if any, is necessary in the matter? ”

1. On receiving Order **No. L-30012/01/2022-IR(M)** dated 12.01.2023 from the Government of India, Ministry of Labour, New Delhi for adjudication of the Industrial Dispute, a Reference case was registered on 20.01.2023 and an order was passed for issuing notice to the parties through registered post, directing them to appear and submit their written statements along with relevant documents in support of their claims.

2. The aggrieved workman initially appeared through Ms. Saswati Thakur, learned advocate and filed his written statement on 30.05.2023. The narratives which unfold from the written statement is that the workman is an ex-army

personnel and he joined his service as a private Security Guard in the premises of Indian Oil Corporation Limited (hereinafter referred to as IOCL) the Principal Employer through various contractor firms from time to time. The workman discharged his work efficiently and received his salary from the Principal Employer. On 09.12.2020 when the workman was performing his duty at the Colony Main Gate of IOCL (Pipeline) at Bolpur a group of five (5) Eunuchs wanted to enter the Colony and he stop them as a security measure and asked them to obtain necessary permission from higher authority. They informed that there was a new born baby in the home of Mr. Suniti Tudu, Security Officer and they wanted to enter the colony. The petitioner workman made a telephone call to Mr. Tudu and informed the incident and also informed the matter to Mr. Ajay Pahuja, DGM but they remain silent and thereafter the group of Eunuch assaulted the petitioner and entered the Colony forcibly. The workman checked the Identity Cards of the Eunuchs and hand it over to the Mr. Suniti Tudu, Security Officer. After the Eunuchs left the premises. Mr. Suniti Tudu, Security Officer of IOCL made a complaint against the petitioner workman before the Office In-charge of the Police Station in connection with the incident which occurred on that date. The contractor firm thereafter terminated

him from service without giving any opportunity. Several appeals were made by the petitioner before the Principal Employer but the contractor and the Principal Employer did not pay any heed to his appeals. Petitioner being aggrieved with such termination of service without any notice, initiated an Industrial Dispute before the Assistant Labour Commissioner (C), Durgapur. The conciliation failed and the matter has been referred to this Tribunal for adjudication. It has been prayed that the Opposite Party employers be directed to reinstate the workman with full back wages.

3. Mr. Tapas Kumar Chanda, the proprietor of the Contractor Firm, M/s. Tapas Kumar Chanda Security Agency (hereinafter referred to as M/s. TKCSA) (Opposite Party) filed written statement on 26.09.2023. It is contended that the

allegations made in the written statement filed by the petitioner are false. He has not disclosed the actual reason for his discontinuation from service under the Principal Employer. It is the case of the contractor firm that Swapan Sarkar was engaged as a Security Guard under M/s. Rakesh Kumar Jha Security Agency, having its Office at 26, S.N. Banerjee Street, Badrakali, PS- Uttarpur till 30.09.2020. After termination of the contract, Rakesh Kumar Jha left IOCL premises without taking any responsibility of continuation of service of the petitioner employed under him due to over age and when M/s. TKCSA was entrusted with the contract to provide security service as per terms and conditions in the agreement dated 01.10.2020 and the workman disregarding the terms of agreement, regarding not engaging security personnel above sixty (60) years, forcibly occupied the post in the premises of the Principal Employer with the help of the local political party. As per work order there was a requirement of thirteen (13) Security Guards at the premises of IOCL. The contractor security agency did not have the option to engage any person of their choice under political pressure. Opposite Party did not get any opportunity to verify the documents of the staff prior to their recruitment. After scrutiny of the documents, the Principal Employer informed that the petitioner has already crossed the age limit as per Clause 2.3.7 (page 24) of the Service Agreement and accordingly by letter dated 05.10.2020 the Principal Employer requested the proprietor of M/s. TKCSA to provide Security Guards as per requirement. The petitioner was discontinued for being over-age and the matter was communicated to him accordingly. He was given one month's time for settling at any other place but he refused to handover his charge to the replaced guard and he tried to occupy his post without paying any heed to the request of Principal Employer or the Security Agency. Ultimately with the help of Police, Principal Employer replaced the petitioner. The Opposite party is an ex-serviceman and has an empanelled Security Agency under the Director General of Resettlement (hereinafter referred to as DGR), under the Ministry of Defence. The scheme was introduced to resettle the ex-serviceman

under Public Sector Undertaking, who retired from their service before the date of his superannuation. An Empanelment Certificate in favour of Opposite Party was issued which was valid up to 02.08.2021. The License / Empanelment Certificate issued in favour of M/s. TKCSA expired w.e.f. 03.08.2021 and the business was closed down by the proprietor. As per DGR guidelines Security Agencies would remove the ex-serviceman from the active panel of DGR when he attained the age of sixty (60) years and the validity of his empanelment had ceased. However, the contract will be allowed to run to completion. The petitioner being a registered member of DGR has ample scope for better carrier opportunity in any other agency or organization as per DGR guidelines. Further contention is that on 01.01.2020 as per Work Order No. 26593618 dated 30.09.2020 all staff engaged under previous agency switch over to the Opposite Party by dint of preferential right of their earlier engagement under erstwhile contractor within the premises of the Principal Employer. All erstwhile security staff remained engaged at their respective place and

continued their service. The established condition is that contractors will change but the Security Guards would continue. The specific case of the contractor firm is that the petitioner has completed sixty (60) years at the time of reporting for his duty on 01.10.2020. He had crossed the maximum age for his employment. Accordingly, the petitioner had not approached the Tribunal with clean hands. He has made misleading statements and his application for reinstatement is liable to be dismissed.

4. IOCL filed their written statement on 20.11.2023. The specific case of the Principal Employer is that the petitioner is an employee under M/s. TKCSA and the Principal Employer has executed a work order bearing No. 26593618 dated 30.09.2020 for the period from 01.10.2020 to 30.09.2022, as per terms and conditions of the contract. It is urged that the application is liable to be dismissed.

5. Swapan Sarkar examined himself as Workman Witness No. 1. He filed his

affidavit-in-chief stating that he has been working as a private security guard through a contractor firm. He has reiterated the statements made in his written statement and claimed that he has been discontinued from his employment in a wrongful manner. In his examination-in-chief he produced the following documents :

- (i) Copy of Appointment Letter issued by the Security Agency is produced as Exhibit W-1.
- (ii) Copy of letter dated 10.12.2020 by which the Security Agency gave Swapan Sarkar prior Notice of termination, as Exhibit W-2.
- (iii) Copy of letter dated 11.12.2020 of Swapan Sarkar addressed to the DGM, IOCL (PHBPL), Bolpur sent under registered post, as Exhibit W-3.
- (iv) Copy of a letter dated 11.12.2020 addressed to Tapas Kumar Chandra Security Agency sent under registered post, as Exhibit W-4.
- (v) Copy of application dated 01.02.2021 of Swapan Sarkar addressed to the Assistant Labour Commissioner (C), Durgapur for saving his job (copy of application is marked as Exhibit W-5).
- (vi) Copy of application dated 02.03.2021 of Swapan Sarkar addressed to the Assistant Labour Commissioner (C), Durgapur, relating to his termination, as Exhibit W-6.

6. None appeared for M/s. TKCSA to cross-examine the witness. During cross-examination by IOCL, Principal Employer, the witness deposed that he was never appointed by IOCL as a Security Guard and he served IOCL under control and supervision of the M/s. TKCSA and produced copy of the Identity Card which has been marked as Exhibit W-7. Witness further deposed that he used to receive salary from M/s. TKCSA through bank payment. The petitioner stated that he has no grievance against IOCL and he has sought relief against M/s. TKCSA.

7. No evidence has been adduced by M/s. TKCSA or by IOCL.

8. The short question for consideration is as to whether the termination of Swapan Sarkar by M/s. TKCSA is legal and to what relief the workman is entitled to.

9. The workman appearing in person and argued that he had been wrongfully terminated from his service by the private Security Agency in an illegal manner without issuing any Notice of termination. It is further stated that the Security Guard deployed at the premises of IOCL at Bolpur work up to the age of sixty-five (65) years but in his case,

he was illegally discontinued. None appeared for M/s. TKCSA, the contractor firm, which has engaged the workman, maintaining the continuity of his service.

10. Mr. Pradip Kumar Goswami, learned advocate for the management of IOCL argued that the petitioner workman has no employer-employee relationship with IOCL. The workman was never appointed by IOCL and in his cross-examination the WW-1 admitted such fact. The witness also stated that he has not prayed for any relief against IOCL.

11. I have considered the argument advanced by the petitioner and learned advocate for IOCL in light of the pleadings and evidence on record. It may be gathered from the written statement of M/s. TKCSA that Swapan Sarkar was engaged as a Security Guard under M/s. Rakesh Kumar Jha Security Agency till 30.09.2020. According to the Work Order No. 26593618 dated 30.09.2020, the Principal Employer engaged M/s. TKCSA to provide private Security Guards to IOCL, Bolpur from 01.10.2020. The Principal Employer in Paragraph No. 2 of their written statement stated that the Work Order was issued in favour of M/s. TKCSA from 01.10.2020 to 30.09.2022. According to the Private Security Agency the

petitioner ex-serviceman had attained sixty (60) years of age and as per terms and conditions of the contract the service of Swapan Sarkar could not be continued. The Opposite Party, Security Agency did not produce the copy of the contract to prove that the petitioner had attained sixty years of age or for such reason he was not entitled to be continued as a Security Guard from 01.10.2020. No attempt was made on the part of Security Agency to prove that the proper Notice of termination was issued to him disclosing the reason of termination. From Exhibit W-1, the Letter of appointment of Swapan Sarkar issued by M/s. TKCSA, I find that the date of birth of Swapan Sarkar is 05.01.1961. Therefore, the workman did not complete sixty years of age on 01.10.2020. It is true that a letter dated 10.12.2020 (Exhibit W-2) was issued by the Security Agency to Swapan Sarkar and in the said letter, the termination of service was given effect from the very next dated i.e., 11.12.2020. Though the service of the workman was contractual in nature but from the material on record and the admission of the contractor firm I find that the contract between the employer and contractor firm is formal and in Paragraph No. 7 of the written statement that the Opposite Party had no scope to engage a single person of his choice due to political pressure and they were under compulsion to appoint the same Security Guards who were working under previous contractor. Under such situation the aggrieved workman is entitled to a clear one month's notice before his termination, in default he is entitled to be paid one month's wage from the period of Notice and as per provision under Section 25-F of the I.D. Act, 1947 the workman would be entitled to retrenchment compensation on the basis of continuous service rendered. In the present case the petitioner workman failed to establish how many years of continuous service he has rendered and whether he has continuously worked for 240 days in the preceding twelve months. I therefore hold that in the present case the only relief the petitioner workman would get is Pay for one month in lieu of Notice of termination. Since the workman was not appointed by the Principal Employer and he has claimed no relief against the Principal Employer, he is

therefore not entitled to reinstatement in the service of Security Guard under IOCL. For abrupt termination of workman without Notice of termination much earlier to his attaining sixty (60) years of age on 04.01.2021, it would be just and appropriate to grant a one-time compensation of Rs.1,00,000/- (Rupees one lakh only) to the workman, payable by M/s. TKCSA along with one (1) month's Pay in lieu of Notice prior to his termination.

Hence,

ORDERED

that the Industrial Dispute is dismissed on contest against Indian Oil Corporation (Pipeline), PHBPL, Bolpur, Principal Employer. It is allowed ex-parte in part against M/s. Tapas Kumar Chanda Security Agency. The Private Security Agency having terminated the workman without prior Notice of one month shall be liable to pay one (1) month's Pay to the workman Swapan Sarkar along with a one-time compensation of Rs.1,00,000/- (Rupees one lakh only) for abrupt termination of his work. The Security Agency shall pay the said amounts 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 and Employment , Government of India, New Delhi for information and Notification.

ANANDA KUMAR MUKHERJEE, Presiding Officer

नई दिल्ली, 25 जून, 2026

का.आ. 1337.— औद्योगिक विवाद अधिनियम (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार **लाइफ इंश्योरेंस कॉर्पोरेशन ऑफ़ इंडिया** के प्रबंधन के संबद्ध नियोजकों और **श्री ए. राजू** के बीच अनुबंध में निर्दिष्ट **केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, हैदराबाद, पंचाट (रिफरेंस नं.- 34/2016)** को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 25.06.2026 को प्राप्त हुआ था।

[सं. एल-17012/8/2019-आईआर(एम)]

सलोनी, उप निदेशक

New Delhi, the 25th June, 2026

S.O.1337.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (**Reference No. 34/2016**) of the **Central Government Industrial Tribunal cum Labour Court, Hyderabad** as shown in the Annexure, in the Industrial dispute between the employers in relation to **Life Insurance Corporation of India** and **Sri A. Raju** which was received along with soft copy of the award by the Central Government on 25.06.2026.

[No. L-17012/8/2019-IR(M)]

SALONI, Dy. Director

ANNEXURE

**IN THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL CUM LABOUR COURT AT
HYDERABAD**

Present: - **Sri IRFAN QAMAR**
Presiding Officer

Dated the 2nd day of February , 2026

INDUSTRIAL DISPUTE No. 34/2016

Between:

Sri A. Raju
D.No. 13-230, Arilova TIC Point,
Vishakapatnam-530040.

.....Petitioner

AND

1. The Manager (E & OS)
Life Insurance Corporation of India,
Divisional Office, P.B. No. 411,
Jeevan Beema Road, Vishakapatnam-530016. ... Respondents

Appearances:

For the Petitioner : None

For the Respondent(s): Shri Venkatesh Dixit, Advocate

AWARD

The Government of India, Ministry of Labour by its order No. L-17012/8/2019 (IR(M) dated 26-04-2016 referred the following dispute under section 10(1)(d) of the I.D. Act, 1947 for adjudication to this Tribunal between the management of LIC and their workmen. The reference is,

SCHEDULE

“Whether the action of the management of Life Insurance of India, Divisional Office, Visakhapatnam in termination the services of Sri A. Raju, Ex-temporary sub staff/Life operator in January 2013 is legal and justified? If not, to what relief the workman concerned is entitled?”

The reference is numbered in this Tribunal as I.D. No. 34/2016 and notices were issued to the parties concerned.

2. Petitioner absent on the date fixed for filing of claim statement and documents. Despite service of notice and sufficient opportunity, the petitioner did not file any claim statement or documents. Hence, in the absence of a claim statement, a ‘No-Claim’ Award is passed. Transmit.

Award is passed accordingly. Transmit.

Typed to my dictation by Smt. Nisha, Lower Division Clerk, corrected by me on this the 2nd day of February, 2026.

IRFAN QAMAR, Presiding Officer

Appendix of evidence

Witnesses examined for the

Witnesses examined for the

Petitioner

Respondent

NIL

NIL

Documents marked for the Petitioner

NIL

Documents marked for the Respondent

NIL

नई दिल्ली, 25 जून, 2026

का.आ. 1338.— औद्योगिक विवाद अधिनियम (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार मेसर्स भारत पेट्रोलियम कॉर्पोरेशन लिमिटेड के प्रबंधन के संबद्ध नियोजकों और पेट्रोलियम कर्मचारी संघ के बीच अनुबंध में निर्दिष्ट केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय-2, मुंबई, पंचाट (रिफरेंस नं. 34/2013) को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 25.06.2026 को प्राप्त हुआ था।

[सं. एल-30011/15/2013-आईआर(एम)]

सलोनी, उप निदेशक

New Delhi, the 25th June, 2026

S.O. 1338.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (**Reference No. 34/2013**) of the **Central Government Industrial Tribunal cum Labour Court-2, Mumbai** as shown in the Annexure, in the Industrial dispute between the employers in relation to **M/s Bharat Petroleum Corporation Ltd.** and **Petroleum Employees Union** which was received along with soft copy of the award by the Central Government on 25.06.2026.

[No. L-30011/15/2013-IR(M)]

SALONI, Dy. Director

ANNEXURE

BEFORE JUSTICE RETIRED SHIV SHANKER PRASAD

PRESIDING OFFICER/LINK OFFICER

THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO.2, MUMBAI

PRESENT

JUSTICE RETIRED SHIV SHANKER PRASAD

Presiding Officer/Link Officer

REFERENCE NO. CGIT-2/34 of 2013

EMPLOYERS IN RELATION TO THE MANAGEMENT OF

Party No. 1. **M/s. BPCL.,**
The General Manager (HRS),
M/s. Bharat Petroleum Corporation Ltd.,
Bharat Bhavan,
Ballard Estate,
Mumbai – 400 001,
State: Maharashtra.

AND

THEIR WORKMEN.

Party No.2 (Petroleum Employees Union)

The General Secretary,
Petroleum Employees Union,
Tel Rasayan Bhavan,
Tilak Road,
Dadar (East),
Mumbai – 400 014,
State: Maharashtra.

APPEARANCES:

Management : Mr. Anand Pai.
Advocate.

Workmen/Union : Mr. Sudhakar Ghag.
Representative.

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-30011/15/2013 (IR(M)) dated 28.05.2013. The terms of reference given in the schedule are as follows:

“Whether the action of the management of BPCL (Marketing), Mumbai, in awarding the punishment of reduction in basic salary by two stages upon Shri D. B. Rain (Staff No.36473) vide order dated 18.11.2011 and keeping enquiry pending for a period of more than seven (7) years is legal and justified? What relief the workman is entitled to?”

2. The case is called out today. Ms. Lavanya holding brief of learned counsel for the respondent Mr. Anand Pai is present before the court but no one is present on behalf of the union/party no.2. From perusal of record, it is apparent that, the petitioner/union is not responding and attending the Court since long back. Today case is fixed for hearing on Ex-16. Ex-16 has been filed by the General Secretary Mr. Sudhakar K. Ghag on 29.12.2020, in which he has stated that, union has no interest in continuing this matter further and has no more claims/demands against the management of BPCL with respect to the issues raised in this Industrial Dispute or otherwise and it is also stated that, this affidavit is being filed for the purpose of withdrawing the instant Reference. In view of the above union has prayed that, the Industrial Dispute be disposed off as withdrawn. The learned counsel for the respondent has endorsed on this application that, he has no objection. In view of the above, instant Reference is disposed off as withdrawn. Hence, it is ordered.

ORDER

The action of the management of BPCL (Marketing), Mumbai, in awarding the punishment of reduction in basic salary by two stages upon Shri D. B. Rain (Staff No.36473) vide order dated 18.11.2011 and keeping enquiry pending for a period of more than seven (7) years is legal and justified. The workman is not entitled to any relief.

Date: 12-03-2026

Justice SHIV SHANKER PRASAD, Presiding Officer/Link Officer

नई दिल्ली, 25 जून, 2026

का.आ. 1339.— औद्योगिक विवाद अधिनियम (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार मेसर्स भारत पेट्रोलियम कॉर्पोरेशन लिमिटेड के प्रबंधन के संबंधित नियोजकों और महाराष्ट्र जनरल कामगार यूनियन के बीच अनुबंध में निर्दिष्ट **केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय-2, मुंबई, पंचाट (रिफरेंस नं.- 47/2006)** को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 25.06.2026 को प्राप्त हुआ था।

[सं. एल-30011/38/2006-आईआर(एम)]

सलोनी, उप निदेशक

New Delhi, the 25th June, 2026

S.O. 1339.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (**Reference No. 47/2006**) of the **Central Government Industrial Tribunal cum Labour Court-2, Mumbai** as shown in the Annexure, in the Industrial dispute between the employers in relation to **M/s Bharat Petroleum Corporation Ltd. and Maharashtra General Kamgar Union** which was received along with soft copy of the award by the Central Government on 25.06.2026.

[No. L-30011/38/2006- IR(M)]

SALONI, Dy. Director

ANNEXURE

BEFORE JUSTICE RETIRED SHIV SHANKER PRASAD

PRESIDING OFFICER/LINK OFFICER

THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO.2, MUMBAI

PRESENT

JUSTICE RETIRED SHIV SHANKER PRASAD

Presiding Officer/Link Officer

REFERENCE NO. CGIT-2/47 of 2006

EMPLOYERS IN RELATION TO THE MANAGEMENT OF

Party No. 1. M/s. Bharat Petroleum Corporation Ltd.,
The Dy. General Manager (HRS),
M/s. Bharat Petroleum Corporation Ltd.,
Bharat Bhawan,
4 & 6, Currimbhoy Road,
Ballard Estate,
Mumbai – 400 038,
State: Maharashtra.

AND

THEIR WORKMEN.

Party No.2 (Maharashtra General Kamgar Union)

The President,
252, Janta Colony,
Ramnarayan Marg,
Ghatkopar (E),
Mumbai – 400 077,
State: Maharashtra.

APPEARANCES:

Management : Mr. Anand Pai.
Advocate.

Workmen/Union : No appearance.

AWARD

(Delivered on 12-03-2026)

1. This Reference has been made by the Central Government in exercise of powers under clause (d) of sub-section (1) and sub-section (2A) of Section 10 of the Industrial Disputes Act, 1947, vide Government of India, Ministry of Labour & Employment, New Delhi, order No. L-30011/38/2006 (IR(M)) dated 29.08.2006. The terms of reference given in the schedule are as follows:

“Whether the action of the management of BPCL Marketing Division, Mumbai, in terminating the services of Sh. Nasiruddin Pyaru Shaikh is justified? If not, what relief Shr. Nasiruddin Pyaru Shaikh is entitled to?”

2. Case called out today. Adv. Ms. Lavanya holding brief of the learned counsel for the respondent Mr. Anand Pai 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 sole petitioner was died and the application for bringing Legal Heirs on behalf of petitioners was filed before this court on 23.07.2014. This court has passed an order on this application that, “the Legal Heirs of Mr. N. M. Shaikh be brought on record but this order has not been complied with by Legal Heirs of the deceased till today and they are not coming continuously to the court since 31.01.2025.” They were also absent on 28.05.2025, 13.05.2025 and 03.12.2025. Today also they are not responding and attending the court. 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 the contents of the Statement of Claim. The petitioners are 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/ workman is not proved. So, the case is closed.

Hence, it is ordered.

ORDER

The action of the management of BPCL Marketing Division, Mumbai, in terminating the services of Sh. Nasiruddin Pyaru Shaikh is justified. Shr. Nasiruddin Pyaru Shaikh is not entitled to any relief.

Date: 12-03-2026

Justice SHIV SHANKER PRASAD, Presiding Officer/Link Officer

नई दिल्ली, 25 जून, 2026

का.आ. 1340.— औद्योगिक विवाद अधिनियम (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार मेसर्स बिड़ला सन लाइफ इंश्योरेंस कंपनी लिमिटेड के प्रबंधन के संबंध में नियोजकों और सुश्री लता हरिचंद्र सनप के बीच अनुबंध में निर्दिष्ट केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय-2, मुंबई, पंचाट (रिफरेन्स न.- 32/2015) को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 25.06.2026 को प्राप्त हुआ था।

[सं. एल-17012/6/2015-आईआर(एम)]

सलोनी, उप निदेशक

New Delhi, the 25th June, 2026

S.O. 1340.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (**Reference No. 32/2015**) of the **Central Government Industrial Tribunal cum Labour Court-2, Mumbai** as shown in the Annexure, in the Industrial dispute between the employers in relation to **M/s Birla Sun Life Insurance Co. Ltd.** and **Ms. Lata Harichandra Sanap** which was received along with soft copy of the award by the Central Government on 25.06.2026.

[No. L-17012/6/2015-IR(M)]

SALONI, Dy. Director

ANNEXURE

BEFORE JUSTICE RETIRED SHIV SHANKER PRASAD

PRESIDING OFFICER/LINK OFFICER

THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO.2, MUMBAI

PRESENT

JUSTICE RETIRED SHIV SHANKER PRASAD

Presiding Officer/Link Officer

REFERENCE NO. CGIT-2/32 of 2015

EMPLOYERS IN RELATION TO THE MANAGEMENT OF

Party No. 1. **M/s. Birla Sun Life Insurance Co. Ltd.,**
The Director M/s. Birla Sun Life
Insurance Co. Ltd
1India Bull Centre Tower No.1,
15th & 16th Floor,
Jupiter Mill Compound,
814, Senapati Bapat Marg,
Elphinstone Road,
Mumbai – 400 013,
State: Maharashtra.

AND

THEIR WORKMAN.

Party No.2 (Ms. Lata H. Sanap)

Ms. Lata Harichandra Sanap,
R. No.7, Shree Hari Building,
Behind N. R. Nagar,
Patil Plaza-2,
Diva (West),
Thane – 400 612,

State: Maharashtra.

APPEARANCES:

Management : Mr. P. A. Deogaonkar.
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-17012/6/2015 (IR(M)) dated 03.06.2015. The terms of reference given in the schedule are as follows:

1. *“Whether the termination of Smt. Lata Harichandra Sanap, from the services of M/s. Birla Sun Life Insurance Co. Ltd., Mumbai has followed without following due process of Law?*

2. *Whether the termination order issued in respect of Smt. Lata Harichandra Sanap is illegal and malafide?*

3. *If so, to what relief the Applicant entitled to?”*

2. The case is called out today. The Learned Counsel for the respondent Mr. P. A. Deogaonkar 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 21.04.2020 long back. No 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 the contents of the Statement of Claim. The petitioner/workman is not coming to the court since long back. It appears that, the petitioner/workman is not interested to contest the case furthermore. The claim of the petitioner/ workman is not proved. So, the case is closed.

Hence, it is ordered.

ORDER

1. **The termination of Smt. Lata Harichandra Sanap, from the services of M/s. Birla Sun Life Insurance Co. Ltd., Mumbai has followed by following due process of Law.**

2. **The termination order issued in respect of Smt. Lata Harichandra Sanap is not illegal and not malafide.**

3. **The Applicant is not entitled to any relief.**

Date: 12-03-2026

Justice SHIV SHANKER PRASAD, Presiding Officer/Link Officer

नई दिल्ली, 25 जून, 2026

का.आ. 1341.—औद्योगिक विवाद अधिनियम (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार मेसर्स टाटा स्टील लिमिटेड के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारी के बीच अनुबंध में निर्दिष्ट केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय-1, धनबाद, पंचाट (रिफरेन्स नं.- 66/2009) को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 25.06.2026 को प्राप्त हुआ था।

[सं. एल-20012/74/2009-आईआर(सीएम-1)]

सलोनी, उप निदेशक

New Delhi, the 25th June, 2026

S.O. 1341.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (**Reference No. 66/2009**) of the **Central Government Industrial Tribunal cum Labour Court-1, Dhanbad** as shown in the Annexure, in the Industrial dispute between the employers in relation to **M/s. Tata Steel Ltd.** and **Their Workmen** which was received along with soft copy of the award by the Central Government on 25.06.2026.

[F. No. L-20012/74/2009-IR(CM-I)]

SALONI, Dy. Director

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO.1,DHANBAD
In the matter of reference U/S 10 (1) (d)& (2A) of I.D.Act. 1947.

Reference Case No. 66/2009

Parties:

Employers in relation to the management of M/s. Tata Steel Ltd.,
Jamadoba, Dhanbad

AND

Their Workmen

Present: **Shri Sachindra Kumar Pandey**

Presiding Officer

Appearances:

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

For the workmen :-Sri D. Mukherjee, Ld. Advocate

State : Jharkhand.

Industry:-Coal

Dated 06/04/2026

AWARD

In exercise of powers conferred under clause (d) of sub-section (1) and sub –section (2A) of Section 10 of the Industrial Disputes Act, 1947 (14 of 1947) Government Of India through the Ministry of Labour, vide its Order No.L-20012/74/2009-IR(CM-I) dated 04/12/2009 has been pleased to refer the following dispute between the employer i.e. management of M/s. Tata Steel Ltd., Jamadoba, Dhanbad and their workman through the Member, Rashtriya Colliery MazdoorSangh, Dhanbad for adjudication by this Tribunal:

SCHEDULE

“i) Whether the action of the Management of Tata Steel Limited, in not providing dependant employment to Sri Purushotam Kumar, son of Late Kapildeo Mandal, Belt Operator is justified and legal?” ii) To what relief is the son of Late Kapildeo Mandal entitled?”

2. The case of the workman as per the written statement filed on his behalf is that Late Kapildeo Mandal having P.No. 216655 was employed as Belt Operator in No. 6 and 7 Pits of Jamadoba Colliery of M/s. Tata Steel Ltd. and he was continuously employed putting in unblemished record of service from 26.07.1984 to 30.03.2006 and after 22 years of this service after doing his shift duty on 30.03.2006 from 5:00 P.M. to 1:00 A.M. he deposited his Cap Lamp in Lamp Cabin and while he was leaving from his place of work, he was killed on the way in the premises of the Tata Steel Ltd. at distance of about 100 Meters to the work place but after his death his dependent son was not given employment in lieu of his father Late Kapildeo Mandal disregarding innumerable requests of his family members and of the union and therefore Industrial Dispute was raised which ended in failure in conciliation resulting the reference of his case before this Tribunal. As the accident of killing took place in the premises of the company so his dependent was entitled for employment in all bonafides but it was denied to him by the company although in such nature of case

the company has given dependent employment in several cases which is discriminatory, improper, unfair and illegal and at last it was prayed to direct the company for providing dependent employment of the deceased employee.

3. On the other hand the case of the management as per the written statement filed on his behalf is that the present reference is not maintainable. The employees of Jharia Division of Tata Steel Ltd. are guided by the bipartite agreement with the union in respect of dependent employment. As per the employment procedure of the company employment will be offered to the male dependent of an employee who meets with fatal accident or suffers permanent total disability (100%) due to an accident while on duty. In the absence of an adult male dependent, employment may be offered to the widow and the widow so employed may, if she so wishes, resign from services in favour of employment of her son on his attaining majority. The benefit under employees family benefit scheme may be extended to the family in lieu of employment if so opted. This will be in addition to the accident compensation payable in such cases. According to the employment procedure of the company in vogue the son of Late Kapildeo Mandal is not entitled for employment in the Steel Company. The deceased employee was appointed on 26.07.1984 and expired on 31.03.2006. He was an underground employee at 6&7 Pits Colliery. The underground employee is required to get his attendance booked in 'C' form register in the attendance cabin at the beginning of the shift and get himself 'OUT' before leaving the colliery premises at the end of the shift. An underground employee is also required to take the cap lamp from the lamp cabin situated at the pit top before going underground and deposit the same at the lamp cabin at the end of the shift before leaving the colliery premises. On 30.03.2006, the deceased employee was in 'B' shift duty commencing from 5:00 P.M. on 30.03.2006 to 1:00 A.M. of 31.03.2006 at 6&7 Pits Colliery and was deployed to work as Belt Operator in the colliery. Accordingly he got his attendance booked in Form 'C' Register at the attendance cabin in the beginning of the shift and also got him 'OUT' at the end of the shift. He had deposited his cap lamp in the cap lamp cabin of 6&7 Pits Colliery at the end of the shift before leaving the colliery premises. He had neither met with any accident nor received any injury while on duty in 'B' Shift i.e. from 5:00 PM on 30.03.2006 to 1:00 A.M. on 31.03.2006. Usha Devi wife of Late Kapildeo Mandal filed a case under Workmen's Compensation Act for payment of compensation before the Workmen's Compensation Commissioner, Dhanbad who referred the same to the P.O Labour Court, Dhanbad for adjudication that was registered as WC Case No. 1/2009 and after hearing the parties the Ld. Court held that the deceased employee has not received any injury in course of employment and so the applicant is not entitled for compensation and in view of this matter the son of deceased employee was not entitled for employment as per provision of employment procedure of the company. In rejoinder portion the management has also taken the same stand and denied the entitlement of the applicant and at last it was prayed to hold that the son of Late Kapildeo Mandal is not entitled for any relief in this case.

4. The workman has also submitted his rejoinder to the W/S filed on behalf of the management submitting that the dependent employment is an automatic condition and if an employee dies during the service tenure as per NCWA his dependent is entitled to the service. The workman has denied all the stands taken by the management in its written statement.

5. **Issue**

On the basis of pleadings of both the parties following issue has been framed:

"i) Whether the action of the Management of Tata Steel Limited, in not providing dependant employment to Sri Purushotam Kumar, son of Late Kapildeo Mandal, Belt Operator is justified and legal? And if not, to what relief is the son of Late Kapildeo Mandal entitled?"

6. To prove his case the applicant Purushotam Kumar has examined himself as WW-1.

7. No documentary evidence has been adduced from the side of the workman.

8. On the other hand the management has examined MW-1 Sapan Kumar Patra.

9. Following documentary evidence has been adduced from the side of the management:

Exhibit M-1 – Copy of Order dated 01.10.2010 passed in W.C. Case No. 01/2009 by the P.O. Labour Court, Dhanbad

Exhibit M-2 – Copy of Procedure for employment of employee-wards at Jharia Group of Collieries

Exhibit M-3 – Copy of NCWA-IV Chapter-IX

Exhibit M-4 – Copy of Deposition of Purushotam Kumar in W.C. Case No. 01/2009

Exhibit M-5 – Copy of Deposition of Usha Devi in W.C. Case No. 01/2009

Exhibit M-6 - Copy of Deposition of Mohan Turi in W.C. Case No. 01/2009

Exhibit M-7 - Copy of Deposition of Govind Prasad in W.C. Case No. 01/2009

Exhibit M-8 - Copy of Deposition of Raghvendra Kumar Nirala in W.C. Case No. 01/2009

Exhibit M-9 - Copy of Deposition of Sapan Kumar Patro in W.C. Case No. 01/2009

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

11. The Ld. Counsel on behalf of the workman has submitted that Late Kapildeo Mandal was permanent employee of Tata Steel Ltd. and he commenced his duty from 5 P.M. on 30.03.2006 to 1 A.M. on 31.03.2006 and after completing his duty he was returning to his home but unfortunately he was killed at a distance of about 100 meters from his work place. He had rendered continuous service of 22 years since 26.07.1984 to 31.03.2006. He died during tenure of his service so his dependent son Purushotam Kumar is entitled to employment in his place as per NCWA but his claim was rejected by the management on the ground that the provision of NCWA are not applicable in his case. He had filed W.C. Case No. 01/2009 that was rejected by the P.O. Labour Court, Dhanbad holding that he was not killed in course of employment and against that order he has preferred M.A. No. 293 of 2010 before the Hon'ble Jharkhand High Court. His claim is not based only on the ground of death of his father during course of employment but also as per the provision of NCWA and in similar situation the management had provided employment to the dependent of one Late Geeta Devi.

12. On the other hand the Ld. Counsel on behalf of the management has submitted that as per the employment procedure of the company the son of Late Kapildeo Mandal is not entitled for employment in the Steel Company because as per the employment procedure the dependent of an employee is entitled for employment in case an employee meets with fatal accident or suffers permanent total disability due to an accident while on duty but the same is not applicable in case of the present reference. The applicant had also filed W.C. Case No. 1/2009 but the same was rejected by the Labour Court, Dhanbad and this reference case has no merit and so prayed to dismiss the same.

13. Now as regards the oral evidence adduced in this case from the side of the applicant, WW-1 Purushotam Kumar who is the son of Late Kapildeo Mandal has deposed that Late Kalidas Mandal was permanent employee of Tata Steel Ltd. and on 30.03.2006 and he commenced his duty from 5 P.M. on 30.03.2006 to 1 A.M. on 31.03.2006 and after completing his duty he was returning to his home but unfortunately he was killed at a distance of about 100 meters from his work place. He had rendered continuous service of 22 years since 26.07.1984 to 31.03.2006. He died during tenure of his service and so his dependent son Purushotam Kumar is entitled to employment in his place as per NCWA but his claim was rejected by the management on the ground that the provision of NCWA are not applicable in his case. He filed W.C. Case No. 01/2009 that was rejected by the P.O. Labour Court, Dhanbad holding that he was not killed in course of employment and against that order he has preferred M.A. No. 293 of 2010 before the Hon'ble Jharkhand High Court. His claim is not based only on the ground of death of his father during course of employment but also as per the provision of NCWA. In cross-examination he has stated that he filed application for employment in place of his father who died due to accident during the tenure of service and he had also filed the case before the Workmens' Compensation Commissioner claiming compensation being W.C. Case No. 01/2009 that was transferred to Labour Court, Dhanbad where it was held that as his father had not died due to accident in course of employment, he was not entitled to get compensation. He has denied the fact that his father had not died during course of employment. He has further stated that he has no knowledge if there is any procedure in Tata Company regarding dependent employment or any provision of NCWA and denied the suggestion that he is not entitled to dependent employment.

14. No documentary evidence has been adduced from the side of the applicant in this case.

15. Now as regards the oral evidence of the management, MW-1 Sapan Kumar Patra who is working as clerk at General Manager's Office Jamadoba of Tata Steel Ltd. has deposed that as per the employment procedure of the company, the son of Late Kapildeo Mandal is not entitled for employment in the Steel Company because as per the employment procedure the dependent of an employee is entitled for employment in case an employee meets with a fatal accident or suffers permanent total disability due to an accident while on duty but the same is not applicable in case of the present reference. The applicant had also filed W.C. Case No. 1/2009 but the same was rejected by the Labour Court, Dhanbad and this reference case has no merit. In cross-examination he has stated that the workman died during his service. He cannot say if the dependent gets employment in coal industries after the death of his parent employee. He also cannot say if NCWA is applicable in Tata Company.

16. Now as regards the documentary evidence adduced from the side of the management, **Exhibit M-1** is the copy of order dated 01.10.2010 passed by the P.O. Labour Court, Dhanbad in W.C. Case No. 01/2009 that was filed by one Usha Devi, wife of Late Kapildeo Mandal against the Manager of TISCO Colliery claiming compensation of Rs. 3,68,340/- for death of her husband in TISCO Colliery but her case was dismissed by the Labour Court holding that the deceased workman was not murdered in course of employment. **Exhibit M-4 to M-9** are the certified copies of deposition of the witnesses namely Purushotam Kumar, Usha Devi, Mohan Turi, Govind Prasad, Raghvendra Kumar Nirala and Sapan Kumar Patro respectively in W.C. Case No. 01/2009 that ultimately resulted in dismissal. **Exhibit M-2** is copy of procedure for employment of employee-wards at Jharia Group of Collieries dated 27.11.1997 in which it has been stated that an employee on completion of 15 years of satisfactory service may register one of his/her dependents in the approved category (son, brother, adopted son, son-in-law and grandson) for employment on his service and employment will be offered, unless otherwise stated, to the registered dependent of an employee who ceases to be in employment after completing 30 years or more service, subject to the availability of vacancy in the standard force and requirement. Such employment to the registered dependents may be offered along with those in

temporary pool subject to priorities agreed with the union. Employment will be offered to the male dependent of an employee who meets with a fatal accident or suffers permanent total disability (100%) due to an accident while on duty. In the absence of an adult male dependent, employment may be offered to the widow and the benefit under Employees' Family Benefit Scheme may be extended to the family in lieu of employment if so opted and this will be in addition to the accident compensation payable in such cases. **Exhibit M-3** is the copy of Chapter-IX of NCWA-IV which deals with the Social Security such as Life Cover Scheme, Workmen's Compensation Benefits as well as Employment to the dependent out of which Rule 9.4.1 is relevant for this case which says that Employment would be provided to one dependent of workers disabled permanently and those who meet with death while in service.

17. On perusal of **Exhibit M-2** it is evident that the case of the applicant does not fall under any of the categories mentioned therein but as regards **Exhibit M-3** which is copy of Chapter-IX of NCWA-IV and got exhibited on behalf of the management in his favour, on careful perusal of Rule 9.4.1 it is clear that there are 2 categories who have been given entitlement to the dependent employment out of which No. 1 is dependent of workers disabled permanently and No.2 is those who meet with death while in service and the case of the present applicant falls in the second category as the deceased Kapildeo Mandal died/killed while in service and therefore the present applicant namely Purushotam Kumar who is the son of Late Kapildeo Mandal who was permanent Belt Operator in Jharia division of M/s. Tata Steel Limited, is entitled to the dependent employment in place of his father who died on 31.03.2006.

18. MW-1, Sapan Kumar Patra though has deposed in Paragraph-5 of his examination-in-chief that the employment provision of NCWA is not applicable in Tata Steel Limited but in his cross-examination he has stated that he cannot say whether NCWA is applicable to Tata Company or not and therefore the evidence of this witness on this point does not support the case of management in any way.

Though in the note of 9.4.1 it has been mentioned that in regard to the employment of dependent of employees, TISCO will follow their existing practices but it has nowhere categorically been mentioned in it that the Rules of the NCWA will not be applicable in case of employment to the dependent of the TISCO employees.

19. Thus on the basis of above appreciations of the facts, circumstances and evidences on record this Tribunal finds and holds that the action of the management of Tata Steel Limited in not providing dependent employment to Sri Purushotam Kumar son of Late Kapildeo Mandal, Belt Operator is neither justified nor legal and accordingly he is entitled to the dependent employment in place of his father. The issue is decided in favour of the applicant and the Management is directed to provide employment to the applicant Purushotam Kumar within a period of 3 months from the date of publication of this Award. The reference is answered accordingly.

Let the copies of Award in duplicate be sent to the Ministry of Labour & Employment, Government of India, New Delhi for information and notification.

SACHINDRA KUMAR PANDEY, Presiding Officer

नई दिल्ली, 25 जून, 2026

का.आ. 1342.— औद्योगिक विवाद अधिनियम (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार लाइफ इश्योरेंस कॉर्पोरेशन ऑफ़ इंडिया के प्रबंधन के संबद्ध नियोजकों और श्री जी.एस. इन्नैया सेल्वराज के बीच अनुबंध में निर्दिष्ट केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, चेन्नई, पंचाट (रिफरेन्स न.- 50/2023) को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 25.06.2026 को प्राप्त हुआ था।

[सं. जेड-16025/04/2026-आईआर(एम)-72]

सलोनी, उप निदेशक

New Delhi, the 25th June, 2026

S.O. 1342.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (**Reference No. 50/2023**) of the **Central Government Industrial Tribunal cum Labour Court, Chennai** as shown in the Annexure, in the Industrial dispute between the employers in relation to **Life Insurance Corporation of India** and **Shri G.S. Innaiah Selvaraj** which was received along with soft copy of the award by the Central Government on 25.06.2026.

[No. Z-16025/04/2026-IR(M)-72]

SALONI, Dy. Director

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL
TRIBUNAL- CUM - LABOUR COURT

CHENNAI**ID No. 50/2023****Present: SUSHIL KUMAR, PRESIDING OFFICER****Date: 15-04-2026**

Sh. G.S. Innnaiah Selvaraj,
No.3/585, Govindamedu,
Kilacher PO, Thiruvallur Dist.
PIN – 631 402

: 1st Party/Petitioner

AND

1. The Senior Divisional Manager,
LIC of India, Salem Division,
Post Box No.776, Johnsonpot,
Salem – 636 007

: 2nd Party /First Respondent

2. The Executive Director,
LIC of India, Marketing / PPD,
Central Office, Marketing Department,
3rd Floor, West Wing, Jeevan Bima Marg,
Mumbai – 400 021

: 2nd Party / Second Respondent

Appearance:

For the 1st Party/Petitioner : Party in person

For the Respondent No. 1 & 2 : Representative of the Respondent

Award

The Central Government, Ministry of Labour& Employment vide its Order No. M/7/25/2021-B2/Adj/A1 dated 15.05.2023 referred the following Industrial Dispute to this Tribunal for adjudication.

The schedule mentioned in that order is:

“Whether the demand of Shri G.S. Innnaiah Selvaraj, Ex-LIC Development Officer for re-instatement or re-appointment with back wages into the service of LIC is justified? *If not, to what relief he is entitled to?*”

2. ID called out. Heard of maintainability. Having gone through the record and after hearing the petitioner in person and representative of the Respondent / Management, the question that arises to consider at this stage is whether the petitioner / claimant comes under the category of workman.
3. The clear case law on the subject is Chauharya Tripathi & Ors Vs LIC of India & Ors wherein the Hon’ble Supreme Court held that the Development Officers working in LIC are not workmen under Section 2(s) of the Industrial Dispute Act.

4. In view of the judgment rendered by the Hon'ble Supreme Court, the claimant is not a workman, and therefore, this Tribunal has no jurisdiction to decide the lis.
5. ID is dismissed in for want of jurisdiction and the reference is answered accordingly.
6. The Petitioner / Claimant may file a petition before the competent authority, if so advised.

SUSHIL KUMAR-II, Presiding Officer

नई दिल्ली, 25 जून, 2026

का.आ. 1343.—औद्योगिक विवाद अधिनियम (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार लाइफ इंश्योरेंस कॉर्पोरेशन ऑफ़ इंडिया के प्रबंधन के संबद्ध नियोजकों और श्री वी. पुगाज़ेंथिरन के बीच अनुबंध में निर्दिष्ट केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, चेन्नई, पंचाट (रिफरेन्स नं.- 51/2023) को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 25.06.2026 को प्राप्त हुआ था।

[सं. जेड-16025/04/2026-आईआर(एम)-73]

सलोनी, उप निदेशक

New Delhi, the 25th June, 2026

S.O. 1343.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (**Reference No. 51/2023**) of the **Central Government Industrial Tribunal cum Labour Court, Chennai** as shown in the Annexure, in the Industrial dispute between the employers in relation to **Life Insurance Corporation of India** and **Shri V. Pugazhenthiran** which was received along with soft copy of the award by the Central Government on 25.06.2026.

[No. Z-16025/04/2026-IR(M)-73]

SALONI, Dy. Director

ANNEXURE

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

ID No. 51/2023

Present: SUSHIL KUMAR, PRESIDING OFFICER

Date: 15-04-2026

Shir V. Pugazhenthiran,
No.76/34 GKM Colony, 32nd Street,
Chennai – 600 082

: 1st Party/Petitioner

AND

1. The Executive Director,
LIC of India, Marketing / PPD,
Central Office, Marketing Department,
3rd Floor, West Wing, Jeevan Bima Marg, Mumbai – 400 021 : 2nd Party / Respondent

Appearance:

For the 1st Party/Petitioner : Party in person

For the Respondent : Representative of the Respondent

Award

The Central Government, Ministry of Labour & Employment vide its Order No. M/7(10)/2022-B4 dated 15.05.2023 referred the following Industrial Dispute to this Tribunal for adjudication.

The schedule mentioned in that order is:

“Whether the demand of Shri V. Pugazhenthiran, Ex-LIC Development Officer for re-instatement or re-appointment with back wages into the service is justified? *If not, to what relief he is entitled to?*”

2. ID called out. Heard of maintainability. Having gone through the record and after hearing the petitioner in person and representative of the Respondent / Management, the question that arises to consider at this stage is whether the petitioner / claimant comes under the category of workman.
3. The clear case law on the subject is Chauharya Tripathi & Ors Vs LIC of India & Ors wherein the Hon'ble Supreme Court held that the Development Officers working in LIC are not workmen under Section 2(s) of the Industrial Dispute Act.
4. In view of the judgment rendered by the Hon'ble Supreme Court, the claimant is not a workman, and therefore, this Tribunal has no jurisdiction to decide the lis.
5. ID is dismissed in for want of jurisdiction and the reference is answered accordingly.
6. The Petitioner / Claimant may file a petition before the competent authority, if so advised.

SUSHIL KUMAR-II, Presiding Officer

नई दिल्ली, 25 जून, 2026

का.आ. 1344.—औद्योगिक विवाद अधिनियम (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार सेल के प्रबंधतंत्र के संबद्ध नियोजकों और मैग्रेसाइट पट्टाली थोझिलालर संगम के बीच अनुबंध में निर्दिष्ट केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, चेन्नई, पंचाट (रिफरेन्स न.- 31/2023) को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 25.06.2026 को प्राप्त हुआ था।

[सं. एल-26011/04/2023-आईआर(एम)]

सलोनी, उप निदेशक

New Delhi, the 25th June, 2026

S.O. 1344.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (**Reference No. 31/2023**) of the **Central Government Industrial Tribunal**

cum Labour Court, Chennai as shown in the Annexure, in the Industrial dispute between the employers in relation to **SAIL** and **Magnesite Pattali Thozhilalar Sangam** which was received along with soft copy of the award by the Central Government on 25.06.2026.

[No. L-26011/04/2023-IR(M)]

SALONI, Dy. Director

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

ID No. 31/2023

Present: SUSHIL KUMAR, PRESIDING OFFICER

Date: 16-04-2026

The General Secretary,
Salem District Magnesite Pattali Thozhilalar
Sangam,
Mamangam, Keel Board,
Via, SRCL,
Salem – 636 302.

: 1st Party/Petitioner

AND

The Chief Operating Officer,
SAIL, Refractory Coy Ltd.,
Suramangalam Post,
Salem – 636 005

: 2nd Party / Respondent

Appearance:

For the 1st Party/Petitioner : None

For the Respondent : M/s S. Karthikesan, Adv

AWARD

The Central Government, Ministry of Labour & Employment vide its Order No. L-26011/04/2023(IR(M), dated 28.03.2023 referred the following Industrial Dispute to this Tribunal for adjudication.

The schedule mentioned in that order is:

“Whether demand of Salem District Magnesite Pattali Thozhil Sangam Union vide letter dated 14.12.2019 to the management of SAIL Refractory Company Ltd. (SRCL), Salem for compassionate appointment to the legal dependent of employees, who died in harness while in service based on the settlement dated 17.08.1987 with petitioner and Burn Standard Co. Ltd. (BSCL) is proper, legal and justified?

If yes, whether the settlement dated 17.08.2017 as mentioned above is binding on the present management of SRCL? If yes, to what relief the disputant union is entitled and what directions, if any, are necessary in the matter?”

2. On receipt of the above reference dated 28.03.2023 from the appropriate Government, the dispute was registered as ID No. 31/2023 and due notices were issued to both the parties for their appearance fixing the case to 17.07.2023. Neither the Petitioner nor any Counsel / Authorized Representative turned up resulting further adjournments to 28.08.2023, 17.06.2025, 11.08.2025, 09.10.2025, 01.12.2025 and 27.01.2026. The Petitioner did not turn up. It reveals from the body of reference that while the appropriate Govt. sent the reference dated 28.03.2023 to this Tribunal for adjudication, copies of the reference were sent to the Petitioner and all the opposite parties. It is therefore well presumed that both parties must have received the reference. Even then, in the interest of justice, the Petitioner was once again directed to appear and to file claim statement fixing the case to 06.04.2026. The Petitioner did not turn up nor was any authorized representative of the counsel on his behalf present. The claim statement was not furnished in any manner by the Petitioner. It reveals the Petitioner, despite of sufficient opportunity choose not to appear or to file claim statement and documents.

3. In the circumstance it deems proper not to re-list the case for the same purpose to any other date which would be wastage of the valuable time of this Tribunal. The case was reserved for Final Order.

4. In view of the discussion held supra, it is crystal clear that the petitioner has got no interest to proceed with the case. Thus, the Tribunal is not in a position to adjudicate the dispute as referred by the Appropriate Government, as there exists no Industrial Dispute for adjudication as per the reference.

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

An Award is passed accordingly.

SUSHIL KUMAR-II, Presiding Officer

नई दिल्ली, 25 जून, 2026

का.आ. 1345.—औद्योगिक विवाद अधिनियम (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार लाइफ इंश्योरेंस कॉर्पोरेशन ऑफ़ इंडिया के प्रबंधन के संबद्ध नियोजकों और श्री वी. पचामुथु के बीच अनुबंध में निर्दिष्ट केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, चेन्नई, पंचाट (रिफरेन्स नं.- 78/2017) को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 25.06.2026 को प्राप्त हुआ था।

[सं. जेड-16025/04/2026-आईआर(एम)-74]

सलोनी, उप निदेशक

New Delhi, the 25th June, 2026

S.O. 1345.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Reference No. 78/2017) 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 Insurance Corporation of India** and **Shri V. Pachamuthu** which was received along with soft copy of the award by the Central Government on 25.06.2026.

[No. Z-16025/04/2026-IR(M)-74]

SALONI, Dy. Director

ANNEXURE

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

Date: 02-04-2026

**Present: SUSHIL KUMAR-II,
PRESIDING OFFICER**

I.D. No. 78/2017

BETWEEN

Shri V.Pachamuthu,

200B, Savadi Street,

R.P. Pudur Post,

Namakkal District - 637 001.

:

1st Party/Petitioner

AND

1.Life Insurance Corporation of India,

Rep. by its Sr. Divisional Manager,

Salem Division, Salem-636 007.

2. Manager (P&IR)

Life Insurance Corporation of India

Divisional Office, Salem Division,

Salem-636 007.

:

2ⁿ Party/Respondents

Appearance:

For the 1st Party/ Petitioner

:

M/s. Balan Haridas, Advocates

For the 2nd Party/ Respondents

:

M/s. C.K.Chandrasekar, Advocates

The Petitioner has filed this claim petition u/s.2A of the Industrial Disputes Act, 1947 directly seeking the following relief:-

To pass an Award holding that order of termination issued by the Respondent/Management dated 13.05.2017 terminating the services of the Petitioner from 15.05.2017 is illegal, arbitrary and contrary to law and liable to be set aside and consequently, direct the Respondents to reinstate the Petitioner into service with full back wages, continuity of service and other attendant benefits with costs.

2. As per the claim statement, the Petitioner is an ex-service man served in Indian Army for 18 years. The Employment Exchange sponsored his name to the Respondent for the post of Assistant. The petitioner was selected and appointed by an order dated 05.07.1997 by the respondent Corporation on consolidated wages of Rs.3127.80 for the period from 09.07.1997 to 06.09.1997. The Petitioner though termed to be temporary Assistant, but he had been discharging the work of permanent Assistant. The Petitioner was expecting absorption and regularisation of service, but the 2nd Respondent by an order dated 13.05.2017 has terminated the services of the Petitioner w.e.f 15.05.2017. No reason has been assigned as to why services of the Petitioner has been terminated. While the Petitioner has worked for more than 240 days within a period of 12 calendar months prior to termination.

The Petitioner has rendered the service for about twenty years, the Respondent after paying meager wages has failed to absorb the services of the Petitioner. The Petitioner has relied on the case law in LIC Employees Association Vs LIC of India (2015) 2 LLN 1. Hence, the present dispute is raised before this Tribunal.

3. The Respondent in its reply statement stated that the Petitioner's service was temporary. He was disengaged upon attaining 60 years of age, since there was no scope for employment. The Respondent submits that judgement reported in LIC Employees Association Vs LIC of India is not applicable to the Petitioner. The Petitioner was appointed under regulation 8 of the LIC. He worked without demur. He chose to take examination but was unsuccessful. Hence, the claim of the Petitioner is untenable. He was provided with an opportunity for regular absorption by allowing him to take written examination for selection of Assistant on 31.08.2008. But, the Petitioner was unable to utilize that opportunity as he did not come out successful in the written examination.

4. It is also stated that LIC of India (Staff) Regulations were made by the Corporation in the year 1960 and in the year 1981, the LIC Act was amended with the following provisions:-

“1. Abrogated the power of the Corporation to determine the terms and conditions of service of the employees of the Corporation, by deleting clause (bb) and part of Clause (b) of S.49(1);

2. The Central Govt. was empowered to determine, through rules issued under clause (cc) of section 48(1) the terms and conditions of service of the employees of the Corporation.;

3. The (Staff) Regulations and other provisions relating to the terms and conditions of service of the employees of the Corporation shall be deemed to be rules made by the Central Govt. under Sec 48(2)(cc) (vide the newly inserted sub-sec (2A) of Section 48 and ;

4. The provisions of, among others, the Industrial Disputes Act 1947 or any other law or any agreement, settlement or award shall have no application in relation to matters in respect of which the central govt. has made rules (vide the newly inserted sub-sec. 2C of section 48). ”

5. The Respondent relied upon the following judgements:-

i) A.V.Nachane Vs Union of India (AIR 1982 SC PP 1126/1137)

ii) Mr. M.Venugopal vs. Divisional Manager LIC, Machilipatnam (AIR 1994 PP 1343-1349).

Witnesses Examined:

For the First Party Petitioner :

WW1 Mr.V.Pachamuthu

For the 2nd Party/Management :

MW1 Mr. K.S., Elangovan,
Manager (P&IR)

Documents Marked:

On the Petitioner's side:

Ex.No.	Date	Description
Ex.W1	05.07.1997	Copy of appointment of the Petitioner
Ex.W2	17.04.2008	Copy of transfer order
Ex.W3	13.05.2017	Copy of order of termination
Ex.W4	-	Statement of bank account of the Petitioner reflecting monthly salary.
Ex.W5		Ex.serviceman ID Card

Documents Marked:

On behalf of Respondent/Management

Ex.No.	Date	Description
Ex.M 1	13.05.2017	Letter of Salem Div.Office regarding cessation of service of the Petitioner
Ex.M 2	-	List of candidates for whom hall tickets were sent
Ex.M3	-	LIC of India (Employment of Temporary staff) Instructions, 1993 - Extract
Ex.M4	-	LIC of India (Staff) Regulations , 1960-Extract.

6. The Petitioner has submitted proof of affidavit in support of his claim and adduced oral evidence as WW1 and documents filed by him were marked as Ex.W1 to W5. The Respondent has also filed its proof of affidavit and

Shri K.S.Elangovan, Manager was examined as MW1 and documents on behalf of Respondent were marked as Ex.M1 to Ex.M4.

7. The first point that arises for determination is whether the judgement rendered by the Hon'ble Supreme Court in the cases of Mr. A.V.Nachane Vs Union of India (AIR 1982 SC PP 1126) and Mr. M.Venugopal vs. Divisional Manager LIC, Machilipatnam (AIR 1994 SC PP 1343) is applicable to the present case on hand and consequently, the Petitioner is debarred to raise an industrial dispute?

8. On perusal of the above mentioned judgements, it appears that judgements do not lay down blanket rule that Petitioner is always debarred from raising an Industrial dispute after these two judgements. These two judgements recognizes limited solution of right to raise an Industrial Dispute in specific circumstances. In the case of Mr. A.V.Nachane Vs Union of India (supra) the Hon'ble Supreme Court examined the amendments of LIC of India Act which allowed service conditions to be governed by statutory rules overriding the Industrial Disputes Act, 1947. Those rules which were approved by the Hon'ble Supreme Court operates notwithstanding the provisions of Industrial Disputes Act, 1947. Thus, if the matter is governed by overriding statutory rules, then usually, the industrial dispute is barred. But, if the matter is not governed by such rules, then, the industrial dispute is allowable.

9. Now, I have to examine whether the case of the Petitioner is governed under the amended Rules?. For this, I have to ascertain the exact subject of the dispute. The Rules mentioned above in para No.4 do not have overriding effect of the provisions of section 25F of the Industrial Disputes Act, 1947, which runs as under:-

“25F. Conditions precedent to retrenchment of workmen.

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

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

(b) the workman has been paid, at the time of retrenchment, compensation which shall be equivalent to fifteen days' average pay [for every completed year of service] (w.e.f. 19.12.1964).] or any part thereof in excess of six months; and

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

10. Thus, section 25F of the Act deals with conditions precedent to retrenchment of workman and mandated that employer cannot retrench the workman, unless follow/comply with the mandatory steps provided under section 25F, which are as under:-

- i) One month notice (or wages in lieu thereof);
- ii) Retrenchment compensation i.e, equal to 15 days average pay for every completed year of service or any part thereof in excess of six months and this amount must be paid at the time of retrenchment.

11. Admittedly, the mandate provided under the section 25F was not followed by the Respondent/Management. Hence, the industrial dispute raised by the Petitioner is maintainable.

12. The second point that arises for determination is whether the Petitioner has worked as workman for more than 240 days continuously in a year?

13. The answer to the question emerges from the documents marked on behalf of the Petitioner. Ex.W1 is copy of appointment order issued by Respondent/Management to the Petitioner dated 05.07.1997. Ex.W2 suggests that Petitioner was transferred on 07.04.2008. Ex.W4 is the copy of statement of bank account of the Petitioner reflecting monthly salary credited into his account. On perusal of the record, it appears that Petitioner was paid monthly salary regularly for several years and his service was terminated by letter dated 13.05.2017. From the date of entry into service, the Petitioner has received salary upto 15.05.2017 continuously without any interruption. Hence, this fact is established that the Petitioner has worked for more than 240 days continuously in a calendar year.

14. The third point that arises for determination is to what relief the Petitioner is entitled to?

15. As per discussion above, the Respondent/Management LIC Corporation had failed to comply with the mandatory provisions u/s.25F of the Industrial Disputes Act, 1947. i.e., No notice was issued to the Petitioner; no wages was paid in lieu of notice as well as compensation equal to 15 days average pay for every completed year of service or any part thereof in excess of six months. Thus, the retrenchment becomes illegal, void and *ab initio*.

It is worth to mention that provisions of section 25F of the Act are mandatory and not only procedural and its violation converts into result of reinstatement. But, in the present case on hand, the Petitioner has already attained the age of superannuation and therefore, there is no occasion to pass an order of reinstatement. Therefore, instead of

reinstatement, it is appropriate to pass an order to pay one month wages in lieu of notice; compensation i.e, equal to 15 days average pay for every completed year of service or any part thereof in excess of six months.

AWARD

In view of the foregoing discussion, the claim petition filed by the Petitioner is liable to be allowed with the following directions to the Respondent/Management :-

- i) To pay the Petitioner one month wages in lieu of notice;
- ii) Retrenchment compensation i.e, equal to 15 days average pay for every completed year of service or any part thereof in excess of six months.
- iii) Rs.2,00,000/- (Rupees Two Lakhs only) as lumpsum compensation for illegal retrenchment.

All these above mentioned amounts shall be paid to the Petitioner by the Respondent/Management within a period of two months after publication of Award and if the Respondent fails to pay these amounts within the prescribed period, then interest @ 6% per annum will be payable from the date of retrenchment of the workman from service till the date of actual payment. No costs. Ordered accordingly.

Record be consigned to the record room.

Place : Chennai

SUSHIL KUMAR-II, Presiding Officer

Date : 02.04.2026

नई दिल्ली, 25 जून, 2026

का.आ. 1346.— औद्योगिक विवाद अधिनियम (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार मेसर्स इंडियन ऑयल कॉर्पोरेशन लिमिटेड के प्रबंधन के संबद्ध नियोजकों और श्री प्रीतम सिंह के बीच अनुबंध में निर्दिष्ट केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय-1, चंडीगढ़, पंचाट (रिफरेन्स न.- 125/2024) को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 25.06.2026 को प्राप्त हुआ था।

[सं. जेड-16025/04/2026-आईआर(एम)-75]

सलोनी, उप निदेशक

New Delhi, the 25th June, 2026

S.O. 1346.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (**Reference No. 125/2024**) of the **Central Government Industrial Tribunal cum Labour Court-1, Chandigarh** as shown in the Annexure, in the Industrial dispute between the employers in relation to **M/s Indian Oil Corporation Limited** and **Shri Pritam Singh** which was received along with soft copy of the award by the Central Government on 25.06.2026.

[No. Z-16025/04/2026-IR(M)-75]

SALONI, Dy. Director

ANNEXURE

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

ID No.125/2024

Registered on:-01.06.2021

Pritam Singh S/o Sh. Khjan Singh R/o House No.29, AmanVihar Ambala Distt. Ambala 133021.

----- Workman

Versus

1. M/s Indian Oil Corporation Limited, G T Road, Ambala Cantt (Principal Employer).

2nd address

M/s Indian Oil Corporation Limited, Regd Office G-9, Ali Yavarjang Marg, Bandra East, Mumbai-400051

2. M/s Yudhvir Singh Jamwal Security Agency, F-103, PalamVyapar Kendra, Pala Vihar, Gurgoan (Haryana)
3. M/s BSS Security Agency C/o M/s Indian Oil Corporation Limited G.T. Road, Ambala Cantt. Distt. Ambala (HR) 133001

---Respondents

Present:- Sh. Tarun Malhotra, AR for workman.
Sh. SC Gupta & Ms. Himani Sharma along with Sh. Ashish Kapoor, AR for Respondent No.1.
Sh. Anish Babbar, AR for Respondent No.2
Sh. Parveen Kumar, AR for Respondent No.3

AWARD :16.04.2026

1. The present industrial dispute has been filed by the workman under Section 2(A) of the Industrial Disputes Act, 1947 (hereinafter called as the Act) against his termination dated 01.06.2020 with a prayer to reinstate him in service along with all consequential benefits.
2. Today, AR of workman made a statement that he withdraws his present Industrial Dispute. AR for respondent No.1, 2 and 3 also made a statement that they have no objection in case the workman withdraws his present industrial dispute. Their statements are recorded separately.
3. In view of the statement of AR for workman as well as the statements of AR for respondent nos.1, 2 and 3, this Tribunal is left with no choice, except to pass a 'No Claim Award'. Accordingly, 'No Claim Award' is passed in the present industrial dispute.
4. Let copy of this award be sent to the Appropriate Government as required under Section 17 of the Act for publication.

KAMAL KANT, Presiding-cum-Link Officer

नई दिल्ली, 25 जून, 2026

का.आ. 1347.— औद्योगिक विवाद अधिनियम (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार मेसर्स इंडियन ऑयल कॉर्पोरेशन लिमिटेड के प्रबंधन के संबद्ध नियोजकों और श्री कृष्णपाल के बीच अनुबंध में निर्दिष्ट केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय-1, चंडीगढ़, पंचाट (रिफरेन्स नं.- 126/2024) को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 25.06.2026 को प्राप्त हुआ था।

[फा. सं. जेड-16025/04/2026-आईआर(एम)-76]

सलोनी, उप निदेशक

New Delhi, the 25th June, 2026

S.O. 1347.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (**Reference No. 126/2024**) of the **Central Government Industrial Tribunal cum Labour Court-1, Chandigarh** as shown in the Annexure, in the Industrial dispute between the employers in relation to **M/s Indian Oil Corporation Limited** and **Shri Krishanpal** which was received along with soft copy of the award by the Central Government on 25.06.2026.

[F. No. Z-16025/04/2026-IR(M)-76]

SALONI, Dy. Director

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

ID No.126/2024

Registered on:-01.06.2021

Krishanpal S/o Sh. Jyoti Singh R/o House No.31, Shiva Ji Park, Village Jandli, Ambala City,
Distt. Ambala (HR) 134003.

----- Workman

Versus

4. M/s Indian Oil Corporation Limited, G T Road, Ambala Cantt (Principal Employer).

2nd address

M/s Indian Oil Corporation Limited, Regd Office G-9, Ali Yavarjang Marg, Bandra
East, Mumbai-400051

5. M/s Yudhvir Singh Jamwal Security Agency, F-103, PalamVyapar Kendra, Pala Vihar,
Gurgoan (Haryana)
6. M/s BSS Security Agency C/o M/s Indian Oil Corporation Limited G.T. Road, Ambala
Cantt. Distt. Ambala (HR) 133001

----Respondents

Present:- Sh. Tarun Malhotra, AR for workman.
Sh. SC Gupta & Ms. Himani Sharma along with Sh. Ashish
Kapoor, AR for Respondent No.1.
Sh. Anish Babbar, AR for Respondent No.2
Sh. Parveen Kumar, AR for Respondent No.3

AWARD :16.04.2026

5. The present industrial dispute has been filed by the workman under Section 2(A) of the Industrial Disputes Act, 1947 (hereinafter called as the Act) against his termination dated 01.06.2020 with a prayer to reinstate him in service along with all consequential benefits.

6. Today, AR of workman made a statement that he withdraws his present Industrial Dispute. AR for respondent No.1, 2 and 3 also made a statement that they have no objection in case the workman withdraws his present industrial dispute. Their statements are recorded separately.

7. In view of the statement of AR for workman as well as the statements of AR for respondent nos.1, 2 and 3, this Tribunal is left with no choice, except to pass a 'No Claim Award'. Accordingly, 'No Claim Award' is passed in the present industrial dispute.

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

KAMAL KANT, Presiding-cum-Link Officer

नई दिल्ली, 25 जून, 2026

का.आ. 1348.— औद्योगिक विवाद अधिनियम (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार स्टील अथॉरिटी ऑफ इंडिया लिमिटेड के प्रबंधन के संबद्ध नियोजकों और श्री प्रभु नाथ के बीच अनुबंध में निर्दिष्ट केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, कानपुर, पंचाट (रिफरेन्स नं.- 34/2012) को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 25.06.2026 को प्राप्त हुआ था।

[सं. एल-43012/8/2011-आईआर(एम)]

सलोनी, उप निदेशक

New Delhi, the 25th June, 2026

S.O. 1348.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (**Reference No. 34/2012**) of the **Central Government Industrial Tribunal cum Labour Court, Kanpur** as shown in the Annexure, in the Industrial dispute between the employers in relation to **Steel Authority of India Ltd.** and **Shri Prabhu Nath** which was received along with soft copy of the award by the Central Government on 25.06.2026.

[F. No. L-43012/8/2011-IR(M)]

SALONI, Dy. Director

ANNEXURE

THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, KANPUR

ID Case No. 34 of 2012

Present Shri Rajendra Prasad Srivastava, H.J.S. (Retd.)

Shri Prabhu Nath, S/o Shri Gaya Prasad,
739- Harijan Basti, Harijendar Nagar,
Shiv Katra, Kanpur.

.....Workman

Vs.
The Branch Manager,
Steel Authority of India Ltd.,
16/98- LIC Building,
M.G. Marg, Kanpur.

.....Management

JUDGMENT

(Passed on this 3rd day of February, 2026)

As per reference letter dated 04/05/2012 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-43012/8/2011 (IR(B-M) dt. 04.05.2012. The dispute under reference relates to:

"Whether the action of the management of Steel Authority of India Ltd., in not giving post and scale of pay accordance to nature of job and in terminating the services of Shri Prabhu Nath S/o Shri Gaya Prasad w.e.f. 9.6.1997, is legal and justified? What relief the workman is entitled to?"

Claimant/workman Shri Prabhu Nath (hereinafter stated as the claimant) has filed the statement of claim with averments which may be concisely stated as hereunder:

1. The claimant/worker was appointed to the post of Peon/Messenger in the defendant establishment in the year 1983.
2. The claimant/worker's work was of a permanent nature, but the employer did not provide him with the salary or designation commensurate with the nature of his work. When the plaintiff worker demanded a designation and salary scale in accordance with the nature of his work, the employer became displeased and suddenly terminated his services on June 9, 1997.
3. The claimant/worker had been continuously employed from 1983 to June 8, 1997, without an interruption.

4. The employers did not comply with the mandatory provisions of Section 25F of the Industrial Disputes Act, 1947, while terminating the plaintiff worker's services, as the claimant was neither given notice nor severance pay, nor any notice pay before the termination of his services.
5. The respondent employers, being aggrieved by the award of the Hon'ble Labour Court, Kanpur, Uttar Pradesh, filed Writ Petition No. 31495/2010, Steel Authority of India Ltd. vs. State of U.P. and others, in the Hon'ble High Court, Allahabad. In its judgment dated February 21, 2011, the Hon'ble High Court held that the appropriate government in relation to the disputes of Steel Authority of India is the Central Government. Therefore, the reference issued by the Hon'ble Labour Court and the award passed thereon by the Hon'ble Labour Court No. 3, Kanpur, were accordingly set aside. beyond its jurisdiction and consequently not sustainable, and were accordingly set aside.
6. Based on the above facts, the termination of the claimant worker's service is unjust and illegal. Therefore, the claimant worker is entitled to reinstatement in service with continuity of service and full back wages and other admissible benefits for the entire period of unemployment.

Respondent side has submitted the written statement with averments which may be summarized as stated below:

1. The reasons / recital on the basis of which the Central Government has formed it's opinion of existence of Industrial dispute is conspicuously missing in the impugned reference order. The said order is inconsistent to the finding of Hon'ble Apex Court in a case between M/s. Swadeshi Cotton Mills and Industrial Tribunal II reported in (1950-67) S.C.L.J. Page No. 3891.
2. The Central Government has not applied it's mind diligently in as much that it miserably failed to consider the principle laid down by the Hon'ble Apex Court in a case between Secretary State of Karnataka V/s Uma Devi and others reported in 2006(109) F.L.R. 826, and subsequently in another case between Union of India and others V/s Vartak Labour Union reported in 2011(129) F.L.R. 500, wherein it has been categorically held that daily wagers, casual and contract Labours have no lien in the employment in public sectors.
3. Neither the services of applicant have been prop dismissed, retrenched, terminated nor has he been deprived from work allegedly from 9.6.1997 in any manner whatsoever.
4. No cause of action had accrued to the applicant on (b) establishme 9.6.97 nor on any other date in any manner whatsoever.
5. The applicant had never been appointed with opposite party establishment in any capacity in any manner import whatsoever, as such the question of termination of his services does not arise.
6. He had never been appointed with Opposite Party in any capacity at any point of time, neither in the year 1983, as alleged. The Opposite Party is a Government of India company, and no post of peon exists in it, as alleged. It is pertinent to mention here that recruitment to posts in the company is on the basis of laid down procedures and statutory rules after holding requisite tests and interviews. The applicant has never undergone any of the recruitment procedures, thus proving that he was never recruited. Had he been recruited, he would have been issued appointment letter and his name would have figured in the official records of attendance maintained by the Opposite Party establishment. He would also have been issued several other important documents such as identity card, pay slip and leave book by the Opposite Party establishment.
7. It is reiterated that he had Jo Lever been in the employment of Opposite Party, as such the provisions of Sec. 25F Industrial Disputes Act 1947 are neither attracted, nor is he entitled to benefits there under. It is further denied that other individuals even lower in post than the applicant have been working in the establishment of Opposite Party, therefore, the provisions of sec 25G of ments of pars 12 which are a matter of the ID Act are also not attracted.
8. Furthermore, recruitment on regular posts in the company is on the basis of laid down procedure, various statutory rules including that of reservation for the posts of SC/ST (OBC and PWD may not have been applicable at the relevant time) and after requisite tests and interviews. Successful candidates are issued appointment letters for respective posts and given pay scales accordingly, besides their names are enrolled on the attendance register, the employees of the opposite party are issued identity cards, pay slips, leave book etc. and their salaries are credited in their respective bank accounts.
9. Irrespective of regular and permanent work there is casual and intermittent work of loading unloading and staking of iron and steel goods in Warehouses of Opposite Party which is entrusted to the handling contractors by inviting tenders, and contractors offering lowest bid are allotted the contract of loading unloading and staking through a written agreement for a specified period. The handling contractors deploy their own contract labours to full fill the contractual obligations and the Opposite Party pays directly to such Handling Contractor according to bills raised by him in terms of agreement.

After filing of above written statement, rejoinder is also filed by applicant. In rejoinder, the applicant denied the averments of the written statement.

After that opposite party filed some documents which is read as under:

1. Reference order dated 06.02.1998 of State Govt. Of Uttar Pradesh, referring industrial dispute between Steel Authority of India Ltd. (Sales Branch), Kanpur and Engineering Udyog Mazdoor Sabha, Kanpur in respect of Sarva Sri Prabhu Nath and Rajbeer.
2. Registration and Incorporation Certificate of Steel Authority of India Ltd.
3. Format of Joining report submitted by employee appointed for the post Assistant.
4. Format of Appointment letter issued for the post Messenger by SAIL.
5. Format of joining report submitted by employees appointed by the post of Messenger.
6. Record of Attendance for the period July 1995 to December 1995 of non executive employees of Branch Sales Office, SAIL, Mall Road Kanpur.
7. Order dated 21.02.2011 passed by Allahabad High Court in W.P. No. 31495 of 2010 preferred against Award passed by Labour Court (III) U.P., Kanpur in Adj. Case No. 15/2006.
8. Plaint of Industrial Dispute raised by Sri Prabhu Nath before Assistant Labour Commissioner (Central) 18.3.2011/21.3.2011, registered as I.D. K-7(52)2011/E.1.
9. Notice issued by RLC(C) in I.D. No. K-7(52)2011/E.1.
10. Objections and reply dated 20.07.2011 submitted on behalf of SAIL in I.D. No. K-7(52)2011/E.1.
11. Rejoinder dated 8.9.2011 of Sri Prabhu Nath submitted in I.D. No. K-7(52)2011/E.1.

During the trial applicant Prabhu Nath died.

By way of order dated 14.09.2022 his wife Pushpa Devi is corporated against him and the case is further fixed for evidence of the claimant side.

As per claim statement, claimant requested that he was appointed in 1983 as Peon/messenger by O.P. and his nature of work is permanent but they were never given to him as per nature, pay and name and suddenly his services was terminated on date 09.06.1997. He had worked from 1983 to 08.06.1997 continuous without any break.

In reply of that opposite party, in our written statement is stated that Applicant has never appointed with opposite party establishment in any capacity in any manner whatsoever, as such the question of his services does not arise.

Further said, in our additional statement in para 18, respective of regular and permanent work there is casual and intermittent work of loading and unloading In para 20 stated that applicant Prabhu Nath had been offered in the post of complete such emergent casual and intermittent unskilled work arises in exigencies from time to time on initially and mutually agreed amount and when he had been available and paid remuneration through contingent fund according the bills raised by him for such work.

Now, the question is whether the applicant is appointed in opposite party organisation for above question the evidence of the parties is important.

The applicant never filled any documentary evidence he had given oral evidence only and examine himself.

In his chief examination, he supported our claim statement. Chief examination stated that I was employed at the respondent establishment as a peon/messenger since 1983. Another employee, who worked as a cleaner, was also hired in 1983. We were both terminated from our jobs on June 9, 1997. We were dismissed verbally. Our services were terminated by Mr. Sanjeev Saurabh, the Branch Manager, through a verbal order. We had worked continuously from 1983 to June 6, 1997. We received our salaries directly from the company. The company prepared our salary slips, and we received our wages through them. In cross examination stated no application was submitted for employment with the department. The department hired us without any formal process. We did not receive any appointment letter from the department. But I was given a character certificate. We received our salary through salary vouchers. I don't know if all employees were paid by check by the establishment, but we were paid in cash. All employees signed the attendance register maintained by the defendant establishment, but a separate register was maintained for us, which has been submitted to the court. Document number A/1 was given to me by the branch manager. Initially, I went to the RLC with this matter, where they said it was a state issue. Then I went to the Labour Court in the state.

In claim statement and rejoinder applicant stated that he had worked from 1983 to 08.06.1997 without any break but he had never given any documentary evidence that proved he had worked for above period.

As per ID Act section 25 B is read as under:

25-B. 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 accident or a strike which is not illegal, or a lock-out or a cessation of work which may be interrupted on account of sickness or authorised leave of which is not due to any fault on the part of the workman;

(2) where a workman is not in continuous service within the mean 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;

It is mandatory that worker has worked 240 days as per provision because applicant has not given any documentary evidence and against that opposite party said that he had offered in past to complete such emergent casual and some work not appointed in his oral evidence claimant said as quoted above he never applied for any employment, he kept as by department, no any appointment letter has been given, his salary was given by way of vouchers, he paid cash.

The applicant had been offered in past to complete such emergent casual and intermittent unskilled works arisen on exigencies from time to time on initially on mutually agreed amount, as and when he had been available and paid remunerations through contingent fund according to bills raised by him for such work.

After showing of all evidence, it is clear no appointment letter was given to him, he paid cash but he had not given any documentary evidence that he had worked as employee in opposite party organisation or he had worked in preview of section 25 B.

In view of the foregoing discussion and in the given circumstance the reference stands disposed of as of 'Nil' award.

Reference is answered accordingly.

Parties are left to bear their respective costs.

Date: 03.02.2026

Shri RAJENDRA PRASAD SRIVASTAVA, H.J.S. (Retd.). Presiding Officer

नई दिल्ली, 25 जून, 2026

का.आ. 1349.— औद्योगिक विवाद अधिनियम (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार स्टील अथॉरिटी ऑफ इंडिया लिमिटेड; मेसर्स ओंकार एंटरप्राइजेज के प्रबंधन के संबद्ध नियोजकों और श्री राम सेवक के बीच अनुबंध में निर्दिष्ट केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, कानपुर, पंचाट (रिफरेन्स नं.- 33/2015) को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 25.06.2026 को प्राप्त हुआ था।

[सं. एल-26012/15/2015-आईआर(एम)]

सलोनी, उप निदेशक

New Delhi, the 25th June, 2026

S.O. 1349.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (**Reference No. 33/2015**) of the **Central Government Industrial Tribunal cum Labour Court, Kanpur** as shown in the Annexure, in the Industrial dispute between the employers in relation to **Steel Authority of India Ltd; M/s Onkar Enterprises and Shri Ram Sevak** which was received along with soft copy of the award by the Central Government on 25.06.2026.

[F. No. L-26012/15/2015-IR(M)]

SALONI, Dy. Director

ANNEXURE**THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, KANPUR****ID Case No. 33 of 2015****Present Shri Rajendra Prasad Srivastava, H.J.S. (Retd.)**

Shri Ram Sevak S/o Late Vipati,
C/O Shri Rajendra Prasad Shukla,
115/193 A-2, Maswanpur, Post- Rawatpur,
Kanpur (U.P.)- 208019.

.....Workman

Vs.

1. The Chief Manager, Steel Authority of India Ltd., H.No. 16/98, LIC Building, Mall Road, Kanpur (U.P.)- 208001.
2. The Warehouse Manager, Steel Authority of India Ltd., Stock Yard, Panki, Kanpur (U.P.)- 208020.
3. Col. H.S. Boparai, Proprietor, M/s Onkar Enterprises, 736, Sector- 29, Noida (U.P.).

.....Management

JUDGMENT**(Passed on this 3rd day of February, 2026)**

As per reference letter dated 19/06/2015 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-26012/15/2015 (IR(M) dt. 19.06.2015. The dispute under reference relates to:

" Whether the action of the management of Steel Authority of India Ltd., Kanpur/M/s. Onkar enterprises, Noida in terminating the services of Sh. Ram Sevak S/o Late Vipati w.e.f. 31.12.2013 is just, fair & legal? If not, what relief the workman is entitled to?"

Claimant/workman Shri Ram Sevak (hereinafter stated as the claimant) has filed the statement of claim with averments which may be concisely stated as hereunder:

1. The applicant was continuously employed as a gunman and security guard from 2009 until the morning of December 31, 2013, under the direction of the employers. However, his services were terminated on the evening of December 31, 2013, through a verbal order.
2. The third party was authorized to conduct inspections and confirmations to ensure compliance with the directions of the first and second respondents, and the security work was carried out and is still being performed.
3. The applicant was employed informally from September 1, 2009, to December 31, 2013. The third party was also appointed through the first and second parties, and this appointment resulted in a violation of the petitioner's rights under the Labour Act, 1947. The applicant was deprived of his earned wages, including overtime pay, which was not paid according to the rules. This was also protested by the petitioner.
4. It is submitted that the applicant was not paid the amount due to him as per the rules. Two types of documents were used for obtaining signatures. If any objection was raised, the employee was dismissed and deprived of his service, which constitutes a violation of the rights granted under the Education Act of 1947 and 1948. This persistent and unwavering harassment is unjust and illegal.
5. It is further submitted that the employer/defendant parties did not give the applicant any opportunity to complain throughout his entire period of service, nor were any charges levelled against him. Despite this, his dismissal and deprivation of service is unjust and illegal.
6. The service of applicant in this case, which was terminated on 31-12-2013, is unjust and illegal. No notice pay or compensation was given. The service was terminated verbally, even though the petitioner is entitled to all due payments.
7. It is requested that an order be passed directing the restoration of service continuity under the Industrial Disputes Act, 1947, and awarding compensation for the period of unemployment, severance pay, and other previously unpaid dues, including bonuses.

Respondent No. 1 and 2 had submitted the written statement with averments which may be summarized as stated below:

1. It is submitted that there never was and continues to be no employee-employer relationship between the Opposite Party No 1 & 2 -Steel Authority of India Ltd and the Applicant. However, contrary to this AR fact, and even before adjudication on merits can be concluded on whether there exists any employee-employer relationship or not, the order dated 19.6.2015 has erroneously declared the applicant to be a workman of the Opposite Party No 1 & 2. The impugned order of reference dated 19.6.2015 is therefore bad in law, biased, arbitrary, and thus liable to be quashed.
2. The words used in the order of reference dated 19.6.2015 state that the Govt. is of the opinion about existence of an Industrial dispute between the management of Steel Authority of India Ltd and its workmen. In the absence of any finding on facts, the Govt has already formed an opinion declaring the Applicant to be a workman of the Opposite Party No 1 & 2. False presumptions have thus been drawn in the order dated 19.6.2015, thereby making it liable to be quashed being based on conjectures and assumptions. Whereas, the fact is that there never was/ nor is any employee-employer relationship between the Opposite Party No 1 & 2 Steel Authority of India Ltd and the Applicant.
3. The reference order dated 19.6.2015 states about existence of an Industrial dispute between the management of Steel Authority of India Ltd and its workmen, which renders the impugned reference order ambiguous, self-contradictory and evasive.
4. The reasons on the basis of which the Central Government has formed its opinion about existence of industrial dispute is conspicuously missing in the impugned reference order dated 19.6.2015, thereby rendering it liable to be quashed.
5. The said order is inconsistent to the finding of Hon'ble Apex Court in a case between M/S Swadeshi Cotton Mills and Industrial Tribunal II reported in (1950-67) S.C.L.J page No.3891.
6. The Central Government has not applied it's mind diligently in as much that it has miserably failed to consider the principles laid down by the Hon'ble Apex Court in a case between Secretary, State of Karnataka v/s Uma Devi reported in 2006 (109) FLR 826, and subsequently in another case between Union of India and others v/s Varteak Labour Union reported in 2011(129) FLR 500, wherein it has been categorically held that daily wagers, casual and contract labourers have no lien in the employment in public sectors.
7. The Schedule contained in the reference order dated 19.6.2015 shows that a final finding has already been reached about the applicant working with the establishment of O.P. No. 1 & 2 and that his services have been terminated by it. Such a final finding is incorrect and against the law, since it has been reached much before this Tribunal has even heard the alleged claim of the applicant and before hearing the response of the opposite parties. Thus the Schedule in the order dated 19.6.2015 be rejected, and the reference order itself is liable to be rejected.
8. The Central Government has not applied it's mind diligently as it has not considered the factual submissions made by the O.P. No. 1 & 2 during conciliation proceedings, that no employee-employer relationship ever existed between the Opposite Party No 1 & 2 Steel Authority of India Ltd and the Applicant, but has on the contrary referred the matter to this Tribunal, and in a very casual manner.
9. The allegations in para 1 being concocted, misleading, misdirected and contrary to facts, are thus emphatically denied. No documents have been enclosed by the applicant to prove the allegations; the applicant is thus put to strict proof of his allegations. The service of the applicant was never taken by O.P. No. 1 or 2 from 2009 to 31.12.2013, as alleged. It is submitted that the applicant was neither appointed nor engaged by the O.P. No. 1 or 2 at any point of time whatsoever. The O.P. No 3, Sh HS Boparai of M/S Onkar Enterprises, 736 sector 29, Noida, on his own engaged the applicant apparently in terms of the contract dated 31.8.2009 between him and O.P. No 1 and 2 concerning firefighting/surveillance. Accordingly, it is essential and in the interest of justice that the opp. Party No.3 be directed to file its response.
10. The applicant was the worker of the O.P. No. 3, Sh H S Boparai of M/s Onkar Enterprises, 736 Sector- 29, Noida.
11. The applicant is not entitled to any relief in the present reference.

Respondent No. 3 has submitted the written statement with averments which may be summarized as stated below:

- (i) The Opposite Party No. 3 M/s. Onkar Enterprises is a contractor and is not an employer as defined in Section 2(g) of the Industrial Dispute Act 1947. Therefore the Industrial Dispute Act 1947 is not applicable upon the Opposite party No. 3. As such the reference order is illegal and without jurisdiction and is liable to be dismissed against the O.P. No. 3. M/s. Onkar Enterprises.

- (ii) Contractor is not an Industry as defined in section 2 (J) of the Industrial Disputes act 1947. Therefore the reference is illegal and without jurisdiction so far it relates to Opposite Party No. 3 as such is liable to be rejected against O.P. No. 03.
- (iii) The contract work awarded to the Opposite Party No. 03 was time bound. It was fully known to the applicant. Therefore the applicant has no locus standi to claim further work or challenge the disengagements as the project work came to an end by afflux of time.
- (iv) No cause of action arised on 31.12.2013 as the extended period of contract ended on 30.09.2013. It is submitted that after 30.09.2013 there was no contract in favour of respondent no. 03 contractor nor respondent no. 03 engaged any labour after 30.09.2013. In view of above submissions the reference order is illegal and without jurisdiction as such is liable to be rejected.
- (v) The applicant was employed on contractual basis as per the requirement of Respondent No. 01 and 02 and it was a time bound project as per requirement, need and desire of the respondent no. 01 and 02. Therefore the applicant is not entitled to any relief from the Respondent No. 03 as the contract has come to an end by afflux of time.
- (vi) The present reference under the Industrial Dispute Act, 1947 is bad and not maintainable under the law and on fact and is liable to be dismissed.
- (vii) The content of Para No. 01 of the statement of claim is wrong, baseless and misconceive hence not admitted. In reply it is submitted that the answering defendant/Party No. 3 was awarded the contract for 2 yrs w.e.f. 01 Sep 2009 to 31 Aug 2011. It was renewed from 01 Sep 2011 to 31 Aug 2013. Since the new contract was not finalized and Party No. 03 contracts was extended by one month more from 01 Sep, to 30 Sep 2013. It is further submitted that no cause of action arised on 31.12.2013 as the extended period of contract ended on 30.09.2013. It is submitted that after 30.09.2013 there was no contract in favour of respondent no. 03 contractor nor respondent no. 03 engaged any labour after 30.09.2013. In view of above submissions the reference order is illegal and without jurisdiction as such is liable to be rejected.
- (viii) The content of Para No. 02 of the statement of claim is wrong, baseless and misconceive hence not admitted. The applicant is put to strict proof of his contention. In reply is submitted that the work came to an automatic end on 30.09.2013 by afflux of time as the contract work was time bound.

After filing of above written statement filed by opposite party no. 1 &2, rejoinder is also filed by applicant. In rejoinder, the applicant denied the averments of the written statement are stated as:

- (i) The statements in paragraphs II, III, IV, V, VI, VII, and VIII of the preliminary objections in the written statement are false, baseless, and flawed, and therefore unacceptable to the applicant. Opposite party No. 1 employed Opposite party No. 2 to carry out the work, and the plaintiff was made to work under their control and direction. Therefore, Opposite party No. 1 and 2 are the principal employers of the applicant and are responsible in this dispute. The Ministry of Labour, Government of India, New Delhi, after examining all the facts, statements, and records of the parties, has issued a reference order, which is proper and legal. The judgments cited by the defendants are not applicable to this dispute. The reference order has been sent to the Hon'ble Court for adjudication. The reference order cannot be reviewed by the Hon'ble Court.
- (ii) The statements in sub-paragraphs A, B, C, D, E, F, G, H, and I of paragraph 2 under the legal submissions in the written statement are false, baseless, and flawed, and therefore unacceptable. Opposite party No. 1 and 2 are the employers who appointed the applicant, and the service of applicant were utilized by opposite party No. 3 under their control and direction. Therefore, opposite party No. 1 and 2 are the principal employers and are responsible.
- (iii) The statements in paragraphs 1, 2, 3, 4, and 5 of the written statement are false, misleading, and contrary to the truth, and therefore unacceptable. The applicant was made to work by opposite party No. 1 and 2 under their control, direction, and premises through opposite party No. 3. Opposite party No. 1 and 2 are the principal employers; therefore, the entire responsibility for the dispute rests with opposite party No. 1 and 2.
- (iv) The statements made in paragraphs 11, 12, 13, 14, and 15 of the written statement are baseless, unfounded, and misleading, and therefore not acceptable. The work to be performed by the applicant is of a continuous nature and cannot be contracted out. For this reason, respondent No. 1 and 2 are solely responsible for the applicant's claim. The applicant reiterates and emphasizes the statements made in paragraphs 11 through 14 of the claim statement.
- (v) The remaining statements have been written to support false facts and are therefore unacceptable.

After filing of above written statement filed by opposite party no. 3, rejoinder is also filed by applicant. In rejoinder, the applicant denied the averments of the written statement are stated as:

- (i) The Application filed by opposite party no. 3 dated 30-06-2017 is time-barred. According to the Act, the application should have been filed within 35 days of the ex-parte order. However, the application has been filed eight months later, and is liable to be dismissed. Orders for dismissal should be given.
- (ii) The reason for the delay in reinstatement has not been stated in the application submitted by the respondent, and therefore, the application is liable to be dismissed.
- (iii) The application for reinstatement has not been submitted on affidavit, and therefore, it is liable to be dismissed. Please dismiss it.
- (iv) No comment should be made on paragraphs 1, 2, and 3 of the written statement of opposite party no. 3 for reinstatement. The respondent should verify his or her statements.
- (v) The statements in paragraphs 4 and 5 are false, misleading, and baseless and are not valid. Because the respondent's application does not state when, on what date, and by whom they were informed of the dispute, it is therefore unreliable.
- (vi) The paragraphs of the written statement filed by opposite party no. 3 for restoration are false and baseless and cannot be accepted.

After that applicant filed some documents which is read as under:

1. Photocopy of the consultation order dated 30.12.2013 from the Assistant Labour Commissioner's office.
2. Photocopy of the payment details and attendance register for September 2009.
3. Photocopy of the payment details and attendance register for January 2010.
4. Photocopy of the payment details and attendance register for December 2010.
5. Photocopy of the payment details and attendance register for September 2011.
6. Photocopy of the payment details and attendance register for December 2011.
7. Photocopy of the payment details and attendance register for January 2012.
8. Photocopy of the payment details and attendance register for March 2012.
9. Photocopy of the payment details and attendance register for November 2012.
10. Photocopy of the payment details and attendance register for January 2013.
11. Photocopy of the payment details and attendance register for May 2013.
12. Photocopy of the list of security guards who received three months' payment (October, November, December 2013) from the Warehouse Management, related to the notice dated 21.01.2014.
13. Photocopy of the notice dated 05.07.2013 from Omkar Enterprises' supervisor, Tansen, regarding pressure to accept lower wages and a settlement related to ESI/PF.
14. Photocopy of the notice dated 11.07.2013 from Omkar Enterprises' supervisor, Tansen, regarding delayed payment.
15. Photocopy of the notice dated 13.07.2013 from Omkar Enterprises' supervisor, Tansen, regarding deposit of funds.

In rebuttal opposite party no. 1 & 2 filed documents which are read as under:

- (i) Certificate of Registration under sub sec. (2) of Sec. 7 of The Contract Labour (Regulation & Abolition) Act, 1970.
- (ii) Agreement dated 31st of August 2009 between Steel Authority of India Ltd., and M/s Onkar Enterprises 736, Sector 29, Noida, G.B. Nagar (U.P.)
- (iii) Letter dated 24.8.2011 extending the contract between Steel Authority of India Ltd., and Onkar Enterprises 736, Sector 29, Noida G.B. Nagar.
- (iv) Renewed up to date Certificate of Registration under Sub Sec. (2) of Sec. 7 of Contract Labour (Regulation & Abolition) Act, 1970 in favour of Steel Authority of India Ltd.
- (v) Letter dated 21.1.2014 of Warehouse Manager to LEO.
- (vi) Bills submitted by Onkar Enterprise from Oct. 2012 to Sep. 2013 to SAIL Warehouse, Panki, Kanpur.

As per reference the main question is whether the action of the management of Steel Authority of India Ltd., Kanpur/ M/s. Onkar enterprises, Noida in terminating the services of Sh. Ram Sevak S/o Late Vipati w.e.f. 31.12.2013 is just, fair & legal? If not, what relief the workman is entitled to?

In claim statement claimant is requested that he was an employee from 2009 to 31.12.2013 without any break but from an oral order his services were terminated 31.12.2013. He was continuously in work from September, 2009 to 31.12.2013 that is against the labour Act, 1947, his payment was not done as per law, his nature of job is permanent as this reason his services cannot be terminated and after termination new appointment has been done by opposite party that is illegal and unfair.

As per written statement of opposite party number 1 & 2, that there was never and continuous to be no employee-employer relationship between the answering party and applicant. Contents of para 10 are denied, being incorrect. The opposite party number 3 Sh H S Boparai of M/s Onkar Enterprises, 736 Sector 29, Noida, on his own engaged the applicant apparently in terms of the contract dated 31.08.2009 between him and O.P. No. 1 & 2 concerning firefighting/surveillance.

The applicant version is misleading and misdirected and contrary to facts, no oral evidence has been filled by the applicant to prove his version. The service of the applicant was never taken by O.P. No. 1 & 2 from September, 2009 to 31.12.2013 as alleged. It is submitted that the applicant was neither appointed nor engaged by OP no. 1 & 2 at any point of time.

The Opposite party number 3 on his own engaged the applicant apparently in terms of the contract date 31.08.2009.

Opposite party number 3 requested that he is a contractor and not an employer as defined in section 2 G of the Industrial Dispute Act, 1947. The contract work awarded to the opposite party no. 3 was time bound, it is fully known to the applicant hence no any locus standi to claim further work or challenge the disengagement as the project work came to an end by afflux of time.

Applicant was employed on contractual basis as per the requirement of opposite party number 1 & 2 and it was a time bound project as per requirement, need and desire of the opposite party number 1 & 2.

Therefore applicant is not entitled to any relief and also requested that opposite party number 3 was awarded the contract from two years, first is 01.09.2009 to 31.08.2011 and it was renewed from 01.09.2011 to 31.08.2013. Since the new contract was not finalized and the contract was only extended by one month more from 01 September to 30.09.2013. Hence no cause of action arises on 31.12.2013, as the extended period of contract is ended on 30.09.2013. After 30.09.2013, there was no contract in favour of opposite party number 3, contractor/opposite party number 3 is engaged any labour after 30.09.2013.

The main question is in this reference that the applicant is an employee of opposite party number 1 and 2 and his termination of services on dated 31.12.2013 is just fair and legal.

As per question of employee of the applicant of opposite party number 1 and 2 no any oral evidence is filed by the applicant.

Opposite party number 1 and 2 never engaged him as an employee. Opposite party number 1 and 2 has filled documentary evidence as shown above, after showing those papers it is established and proved that applicant is never work as employee in organisation of opposite party number 1 and 2.

Now the question arises, how the applicant works in the organisation of opposite party numbers 1 and 2. The opposite party number 3 in our written statement stated as mentioned above, he was contractor of the said period and he engaged to applicant in those periods for some works but the contract was not extended form 30.09.2013. Hence there is no any question of termination of the applicant on 30.12.2013 because the contract was not extended after 30.09.2013.

Applicant was filled some documentary evidence. After the perusal of those documents, in September, 2009 he worked and after that in the year of 2009 he never worked because salary sheet and attendance register is submitted only in September 2009. In year 2010, applicant is worked in January, 2010 because applicant is also filed salary sheet and attendance register of January, 2010 and December, 2010. In year 2011 applicant worked in September, 2011 and December, 2011 because salary sheet and attendance register is filed of above month. In year 2012 applicant is worked in January 2012, March 2012, November 2012 and December 2012 because he is filed salary sheet and attendance register and in 2013 he worked in January 2013, May 2013 only.

As per provision of section 25 B of the ID Act, 1947 as follows:

25-B. Definition of continuous service-For the purposes of this Chapter- (1) a workmen shall be said to be in continuous service for a period if he is, for that period, in uninterrupted service, including service accident or a strike which is not illegal, or a lock-out or a cessation of work which may be interrupted on account of sickness or authorised leave of which is not due to any fault on the part of the workman;

(2) where a workman is not in continuous service within the mean of clause (1) for a period of one year or six months, he shall be deemed 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;

As per above provision he never worked in continuous 240 days as given in section 25 B of the said Act.

After above discussion and averment applicant is failed to prove as stated in his claim statement that he is employee of opposite party number 1 and 2 as principal employer, he had not given any oral evidence. By way of documentary evidence it is not proved that he is employee of as said in provision of industrial dispute Act.

In view of the foregoing discussion and in the given circumstance the reference stands disposed of as of 'NIL' award.

Reference is answered accordingly.

Parties are left to bear their respective costs.

Date: 03.02.2026

Shri RAJENDRA PRASAD SRIVASTAVA, H.J.S. (Retd.), Presiding Officer

नई दिल्ली, 25 जून, 2026

का.आ. 1350.—औद्योगिक विवाद अधिनियम (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार स्टील अथॉरिटी ऑफ़ इंडिया लिमिटेड; मेसर्स ऑंकार एंटरप्राइजेज के प्रबंधन के संबंध में नियोजकों और श्री दुली चंद के बीच अनुबंध में निर्दिष्ट केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, कानपुर, पंचाट (रिफरेन्स नं.- 34/2015) को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 25.06.2026 को प्राप्त हुआ था।

[सं. एल-26012/14/2015-आईआर(एम)]

सलोनी, उप निदेशक

New Delhi, the 25th June, 2026

S.O. 1350.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (**Reference No. 34/2015**) of the **Central Government Industrial Tribunal cum Labour Court, Kanpur** as shown in the Annexure, in the Industrial dispute between the employers in relation to **Steel Authority of India Ltd; M/s Onkar Enterprises** and **Shri Duli Chand** which was received along with soft copy of the award by the Central Government on 25.06.2026.

[F. No. L-26012/14/2015-IR(M)]

SALONI, Dy. Director

ANNEXURE

THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, KANPUR

ID Case No. 34 of 2015

Present Shri Rajendra Prasad Srivastava, H.J.S. (Retd.)

Shri Duli Chand S/o Late Parmu Lal,
C/O Shri Rajendra Prasad Shukla,
115/193 A-2, Maswanpur, Post- Rawatpur,
Kanpur (U.P.)- 208019.

.....Workman

Vs.

1. The Chief Manager, Steel Authority of India Ltd., H.No. 16/98, LIC Building, Mall Road, Kanpur (U.P.)- 208001.

2. The Warehouse Manager, Steel Authority of India Ltd., Stock Yard, Panki, Kanpur (U.P.)- 208020.
3. Col. H.S. Boparai, Proprietor, M/s Onkar Enterprises, 736, Sector- 29, Noida (U.P.).

.....Management

(JUDGMENT)
(Passed on this 3rd day of February, 2026)

As per reference letter dated 19/06/2015 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-26012/14/2015 (IR(M) dt. 19.06.2015. The dispute under reference relates to:

" Whether the action of the management of Steel Authority of India Ltd., Kanpur/M/s. Onkar enterprises, Noida in terminating the services of Sh. Duli Chand S/o Late Parmu Lal w.e.f. 31.12.2013 is just, fair & legal? If not, what relief the workman is entitled to?"

Claimant/workman Shri Duli Chand (hereinafter stated as the claimant) has filed the statement of claim with averments which may be concisely stated as hereunder:

1. The applicant was continuously employed as a gunman and security guard from 2009 until the morning of December 31, 2013, under the direction of the employers. However, his services were terminated on the evening of December 31, 2013, through a verbal order.
2. The third party was authorized to conduct inspections and confirmations to ensure compliance with the directions of the first and second respondents, and the security work was carried out and is still being performed.
3. The applicant was employed informally from September 1, 2009, to December 31, 2013. The third party was also appointed through the first and second parties, and this appointment resulted in a violation of the petitioner's rights under the Labour Act, 1947. The applicant was deprived of his earned wages, including overtime pay, which was not paid according to the rules. This was also protested by the petitioner.
4. It is submitted that the applicant was not paid the amount due to him as per the rules. Two types of documents were used for obtaining signatures. If any objection was raised, the employee was dismissed and deprived of his service, which constitutes a violation of the rights granted under the Education Act of 1947 and 1948. This persistent and unwavering harassment is unjust and illegal.
5. It is further submitted that the employer/defendant parties did not give the applicant any opportunity to complain throughout his entire period of service, nor were any charges levelled against him. Despite this, his dismissal and deprivation of service is unjust and illegal.
6. The service of applicant in this case, which was terminated on 31-12-2013, is unjust and illegal. No notice pay or compensation was given. The service was terminated verbally, even though the petitioner is entitled to all due payments.
7. It is requested that an order be passed directing the restoration of service continuity under the Industrial Disputes Act, 1947, and awarding compensation for the period of unemployment, severance pay, and other previously unpaid dues, including bonuses.

Respondent No. 1 and 2 had submitted the written statement with averments which may be summarized as stated below:

1. It is submitted that there never was and continues to be no employee-employer relationship between the Opposite Party No 1 & 2 -Steel Authority of India Ltd and the Applicant. However, contrary to this AR fact, and even before adjudication on merits can be concluded on whether there exists any employee-employer relationship or not, the order dated 19.6.2015 has erroneously declared the applicant to be a workman of the Opposite Party No 1 & 2. The impugned order of reference dated 19.6.2015 is therefore bad in law, biased, arbitrary, and thus liable to be quashed.
2. The words used in the order of reference dated 19.6.2015 state that the Govt. is of the opinion about existence of an Industrial dispute between the management of Steel Authority of India Ltd and its workmen. In the absence of any finding on facts, the Govt has already formed an opinion declaring the Applicant to be a workman of the Opposite Party No 1 & 2. False presumptions have thus been drawn in the order dated 19.6.2015, thereby making it liable to be quashed being based on conjectures and assumptions. Whereas, the fact is that there never was/ nor is any employee-employer relationship between the Opposite Party No 1 & 2 Steel Authority of India Ltd and the Applicant.

3. The reference order dated 19.6.2015 states about existence of an Industrial dispute between the management of Steel Authority of India Ltd and its workmen, which renders the impugned reference order ambiguous, self-contradictory and evasive.
4. The reasons on the basis of which the Central Government has formed its opinion about existence of industrial dispute is conspicuously missing in the impugned reference order dated 19.6.2015, thereby rendering it liable to be quashed.
5. The said order is inconsistent to the finding of Hon'ble Apex Court in a case between M/S Swadeshi Cotton Mills and Industrial Tribunal II reported in (1950-67) S.C.L.J page No.3891.
6. The Central Government has not applied its mind diligently in as much that it has miserably failed to consider the principles laid down by the Hon'ble Apex Court in a case between Secretary, State of Karnataka v/s Uma Devi reported in 2006 (109) FLR 826, and subsequently in another case between Union of India and others v/s Varteak Labour Union reported in 2011(129) FLR 500, wherein it has been categorically held that daily wagers, casual and contract labourers have no lien in the employment in public sectors.
7. The Schedule contained in the reference order dated 19.6.2015 shows that a final finding has already been reached about the applicant working with the establishment of O.P. No. 1 & 2 and that his services have been terminated by it. Such a final finding is incorrect and against the law, since it has been reached much before this Tribunal has even heard the alleged claim of the applicant and before hearing the response of the opposite parties. Thus the Schedule in the order dated 19.6.2015 be rejected, and the reference order itself is liable to be rejected.
8. The Central Government has not applied its mind diligently as it has not considered the factual submissions made by the O.P. No. 1 & 2 during conciliation proceedings, that no employee-employer relationship ever existed between the Opposite Party No 1 & 2 Steel Authority of India Ltd and the Applicant, but has on the contrary referred the matter to this Tribunal, and in a very casual manner.
9. The allegations in para 1 being concocted, misleading, misdirected and contrary to facts, are thus emphatically denied. No documents have been enclosed by the applicant to prove the allegations; the applicant is thus put to strict proof of his allegations. The service of the applicant was never taken by O.P. No. 1 or 2 from 2009 to 31.12.2013, as alleged. It is submitted that the applicant was neither appointed nor engaged by the O.P. No. 1 or 2 at any point of time whatsoever. The O.P. No 3, Sh HS Boparai of M/S Onkar Enterprises, 736 sector 29, Noida, on his own engaged the applicant apparently in terms of the contract dated 31.8.2009 between him and O.P. No 1 and 2 concerning firefighting/surveillance. Accordingly, it is essential and in the interest of justice that the opp. Party No.3 be directed to file its response.
10. The applicant was the worker of the O.P. No. 3, Sh H S Boparai of M/s Onkar Enterprises, 736 Sector- 29, Noida.
11. The applicant is not entitled to any relief in the present reference.

Respondent No. 3 has submitted the written statement with averments which may be summarized as stated below:

- (i) The Opposite Party No. 3 M/s. Onkar Enterprises is a contractor and is not an employer as defined in Section 2(g) of the Industrial Dispute Act 1947. Therefore the Industrial Dispute Act 1947 is not applicable upon the Opposite party No. 3. As such the reference order is illegal and without jurisdiction and is liable to be dismissed against the O.P. No. 3. M/s. Onkar Enterprises.
- (ii) Contractor is not an Industry as defined in section 2 (J) of the Industrial Disputes act 1947. Therefore the reference is illegal and without jurisdiction so far it relates to Opposite Party No. 3 as such is liable to be rejected against O.P. No. 03.
- (iii) The contract work awarded to the Opposite Party No. 03 was time bound. It was fully known to the applicant. Therefore the applicant has no locus standi to claim further work or challenge the disengagements as the project work came to an end by afflux of time.
- (iv) No cause of action arised on 31.12.2013 as the extended period of contract ended on 30.09.2013. It is submitted that after 30.09.2013 there was no contract in favour of respondent no. 03 contractor nor respondent no. 03 engaged any labour after 30.09.2013. In view of above submissions the reference order is illegal and without jurisdiction as such is liable to be rejected.
- (v) The applicant was employed on contractual basis as per the requirement of Respondent No. 01 and 02 and it was a time bound project as per requirement, need and desire of the respondent no. 01 and 02. Therefore the applicant is not entitled to any relief from the Respondent No. 03 as the contract has come to an end by afflux of time.

- (vi) The present reference under the Industrial Dispute Act, 1947 is bad and not maintainable under the law and on fact and is liable to be dismissed.
- (vii) The content of Para No. 01 of the statement of claim is wrong, baseless and misconceive hence not admitted. In reply it is submitted that the answering defendant/Party No. 3 was awarded the contract for 2 yrs w.e.f. 01 Sep 2009 to 31 Aug 2011. It was renewed from 01 Sep 2011 to 31 Aug 2013. Since the new contract was not finalized and Party No. 03 contracts was extended by one month more from 01 Sep, to 30 Sep 2013. It is further submitted that no cause of action arised on 31.12.2013 as the extended period of contract ended on 30.09.2013. It is submitted that after 30.09.2013 there was no contract in favour of respondent no. 03 contractor nor respondent no. 03 engaged any labour after 30.09.2013. In view of above submissions the reference order is illegal and without jurisdiction as such is liable to be rejected.
- (viii) The content of Para No. 02 of the statement of claim is wrong, baseless and misconceive hence not admitted. The applicant is put to strict proof of his contention. In reply is submitted that the work came to an automatic end on 30.09.2013 by afflux of time as the contract work was time bound.

After filing of above written statement filed by opposite party no. 1 &2, rejoinder is also filed by applicant. In rejoinder, the applicant denied the averments of the written statement are stated as:

- (i) The statements in paragraphs II, III, IV, V, VI, VII, and VIII of the preliminary objections in the written statement are false, baseless, and flawed, and therefore unacceptable to the applicant. Opposite party No. 1 employed Opposite party No. 2 to carry out the work, and the plaintiff was made to work under their control and direction. Therefore, Opposite party No. 1 and 2 are the principal employers of the applicant and are responsible in this dispute. The Ministry of Labour, Government of India, New Delhi, after examining all the facts, statements, and records of the parties, has issued a reference order, which is proper and legal. The judgments cited by the defendants are not applicable to this dispute. The reference order has been sent to the Hon'ble Court for adjudication. The reference order cannot be reviewed by the Hon'ble Court.
- (ii) The statements in sub-paragraphs A, B, C, D, E, F, G, H, and I of paragraph 2 under the legal submissions in the written statement are false, baseless, and flawed, and therefore unacceptable. Opposite party No. 1 and 2 are the employers who appointed the applicant, and the service of applicant were utilized by opposite party No. 3 under their control and direction. Therefore, opposite party No. 1 and 2 are the principal employers and are responsible.
- (iii) The statements in paragraphs 1, 2, 3, 4, and 5 of the written statement are false, misleading, and contrary to the truth, and therefore unacceptable. The applicant was made to work by opposite party No. 1 and 2 under their control, direction, and premises through opposite party No. 3. Opposite party No. 1 and 2 are the principal employers; therefore, the entire responsibility for the dispute rests with opposite party No. 1 and 2.
- (iv) The statements made in paragraphs 11, 12, 13, 14, and 15 of the written statement are baseless, unfounded, and misleading, and therefore not acceptable. The work to be performed by the applicant is of a continuous nature and cannot be contracted out. For this reason, respondent No. 1 and 2 are solely responsible for the applicant's claim. The applicant reiterates and emphasizes the statements made in paragraphs 11 through 14 of the claim statement.
- (v) The remaining statements have been written to support false facts and are therefore unacceptable.

After filing of above written statement filed by opposite party no. 3, rejoinder is also filed by applicant. In rejoinder, the applicant denied the averments of the written statement are stated as:

- (i) The Application filed by opposite party no. 3 dated 30-06-2017 is time-barred. According to the Act, the application should have been filed within 35 days of the ex-parte order. However, the application has been filed eight months later, and is liable to be dismissed. Orders for dismissal should be given.
- (ii) The reason for the delay in reinstatement has not been stated in the application submitted by the respondent, and therefore, the application is liable to be dismissed.
- (iii) The application for reinstatement has not been submitted on affidavit, and therefore, it is liable to be dismissed. Please dismiss it.
- (iv) No comment should be made on paragraphs 1, 2, and 3 of the written statement of opposite party no. 3 for reinstatement. The respondent should verify his or her statements.

- (v) The statements in paragraphs 4 and 5 are false, misleading, and baseless and are not valid. Because the respondent's application does not state when, on what date, and by whom they were informed of the dispute, it is therefore unreliable.
- (vi) The paragraphs of the written statement filed by opposite party no. 3 for restoration are false and baseless and cannot be accepted.

After that applicant filed some documents which is read as under:

1. Photocopy of the consultation order dated 30.12.2013 from the Assistant Labour Commissioner's office.
2. Photocopy of the payment details and attendance register for September 2009.
3. Photocopy of the payment details and attendance register for January 2010.
4. Photocopy of the payment details and attendance register for December 2010.
5. Photocopy of the payment details and attendance register for September 2011.
6. Photocopy of the payment details and attendance register for December 2011.
7. Photocopy of the payment details and attendance register for January 2012.
8. Photocopy of the payment details and attendance register for March 2012.
9. Photocopy of the payment details and attendance register for November 2012.
10. Photocopy of the payment details and attendance register for January 2013.
11. Photocopy of the payment details and attendance register for May 2013.
12. Photocopy of the list of security guards who received three months' payment (October, November, December 2013) from the Warehouse Management, related to the notice dated 21.01.2014.
13. Photocopy of the notice dated 05.07.2013 from Omkar Enterprises' supervisor, Tansen, regarding pressure to accept lower wages and a settlement related to ESI/PF.
14. Photocopy of the notice dated 11.07.2013 from Omkar Enterprises' supervisor, Tansen, regarding delayed payment.
15. Photocopy of the notice dated 13.07.2013 from Omkar Enterprises' supervisor, Tansen, regarding deposit of funds.

In rebuttal opposite party no. 1 & 2 filed documents which are read as under:

- (i) Certificate of Registration under sub sec. (2) of Sec. 7 of The Contract Labour (Regulation & Abolition) Act, 1970.
- (ii) Agreement dated 31st of August 2009 between Steel Authority of India Ltd., and M/s Onkar Enterprises 736, Sector 29, Noida, G.B. Nagar (U.P.)
- (iii) Letter dated 24.8.2011 extending the contract between Steel Authority of India Ltd., and Onkar Enterprises 736, Sector 29, Noida G.B. Nagar.
- (iv) Renewed up to date Certificate of Registration under Sub Sec. (2) of Sec. 7 of Contract Labour (Regulation & Abolition) Act, 1970 in favour of Steel Authority of India Ltd.
- (v) Letter dated 21.1.2014 of Warehouse Manager to LEO.
- (vi) Bills submitted by Onkar Enterprise from Oct. 2012 to Sep. 2013 to SAIL Warehouse, Panki, Kanpur.

As per reference the main question is whether the action of the management of Steel Authority of India Ltd., Kanpur/ M/s. Onkar enterprises, Noida in terminating the services of Sh. Duli Chand S/o Late Parmu Lal w.e.f. 31.12.2013 is just, fair & legal? If not, what relief the workman is entitled to?

In claim statement claimant is requested that he was an employee from 2009 to 31.12.2013 without any break but from an oral order his services were terminated 31.12.2013. He was continuously in work from September, 2009 to 31.12.2013 that is against the labour Act, 1947, his payment was not done as per law, his nature of job is permanent as this reason his services cannot be terminated and after termination new appointment has been done by opposite party that is illegal and unfair.

As per written statement of opposite party number 1 & 2, that there was never and continuous to be no employee-employer relationship between the answering party and applicant. Contents of para 10 are denied, being incorrect. The opposite party number 3 Sh H S Boparai of M/s Onkar Enterprises, 736 Sector 29, Noida, on his own engaged the

applicant apparently in terms of the contract dated 31.08.2009 between him and O.P. No. 1 & 2 concerning firefighting/surveillance.

The applicant version is misleading and misdirected and contrary to facts, no oral evidence has been filled by the applicant to prove his version. The service of the applicant was never taken by O.P. No. 1 & 2 from September, 2009 to 31.12.2013 as alleged. It is submitted that the applicant was neither appointed nor engaged by OP no. 1 & 2 at any point of time.

The Opposite party number 3 on his own engaged the applicant apparently in terms of the contract date 31.08.2009.

Opposite party number 3 requested that he is a contractor and not an employer as defined in section 2 G of the Industrial Dispute Act, 1947. The contract work awarded to the opposite party no. 3 was time bound, it is fully known to the applicant hence no any locus standi to claim further work or challenge the disengagement as the project work came to an end by afflux of time.

Applicant was employed on contractual basis as per the requirement of opposite party number 1 & 2 and it was a time bound project as per requirement, need and desire of the opposite party number 1 & 2.

Therefore applicant is not entitled to any relief and also requested that opposite party number 3 was awarded the contract from two years, first is 01.09.2009 to 31.08.2011 and it was renewed from 01.09.2011 to 31.08.2013. Since the new contract was not finalized and the contract was only extended by one month more from 01 September to 30.09.2013. Hence no cause of action arises on 31.12.2013, as the extended period of contract is ended on 30.09.2013. After 30.09.2013, there was no contract in favour of opposite party number 3, contractor/opposite party number 3 is engaged any labour after 30.09.2013.

The main question is in this reference that the applicant is an employee of opposite party number 1 and 2 and his termination of services on dated 31.12.2013 is just fair and legal.

As per question of employee of the applicant of opposite party number 1 and 2 no any oral evidence is filed by the applicant.

Opposite party number 1 and 2 never engaged him as an employee. Opposite party number 1 and 2 has filled documentary evidence as shown above, after showing those papers it is established and proved that applicant is never work as employee in organisation of opposite party number 1 and 2.

Now the question arises, how the applicant works in the organisation of opposite party numbers 1 and 2. The opposite party number 3 in our written statement stated as mentioned above, he was contractor of the said period and he engaged to applicant in those periods for some works but the contract was not extended form 30.09.2013. Hence there is no any question of termination of the applicant on 30.12.2013 because the contract was not extended after 30.09.2013.

Applicant was filled some documentary evidence. After the perusal of those documents, in September, 2009 he worked and after that in the year of 2009 he never worked because salary sheet and attendance register is submitted only in September 2009. In year 2010, applicant is worked in January, 2010 because applicant is also filed salary sheet and attendance register of January, 2010 and December, 2010. In year 2011 applicant worked in September, 2011 and December, 2011 because salary sheet and attendance register is filed of above month. In year 2012 applicant is worked in January 2012, March 2012, November 2012 and December 2012 because he is filed salary sheet and attendance register and in 2013 he worked in January 2013, May 2013 only.

As per provision of section 25 B of the ID Act, 1947 as follows:

25-B. Definition of continuous service-For the purposes of this Chapter- (1) a workmen shall be said to be in continuous service for a period if he is, for that period, in uninterrupted service, including service accident or a strike which is not illegal, or a lock-out or a cessation of work which may be interrupted on account of sickness or authorised leave of which is not due to any fault on the part of the workman;

(2) where a workman is not in continuous service within the mean of clause (1) for a period of one year or six months, he shall be deemed 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;

As per above provision he never worked in continuous 240 days as given in section 25 B of the said Act.

After above discussion and averment applicant is failed to prove as stated in his claim statement that he is employee of opposite party number 1 and 2 as principal employer, he had not given any oral evidence. By way of documentary evidence it is not proved that he is employee of as said in provision of industrial dispute Act.

In view of the foregoing discussion and in the given circumstance the reference stands disposed of as of 'NIL' award.

Reference is answered accordingly.

Parties are left to bear their respective costs.

Date: 03.02.2026

Shri RAJENDRA PRASAD SRIVASTAVA, H.J.S. (Retd.), Presiding Officer

नई दिल्ली, 25 जून, 2026

का.आ. 1351.— औद्योगिक विवाद अधिनियम (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार स्टील अथॉरिटी ऑफ इंडिया लिमिटेड; मेसर्स ओंकार एंटरप्राइजेज के प्रबंधन के संबद्ध नियोजकों और श्री लाल बहादुर के बीच अनुबंध में निर्दिष्ट केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, कानपुर, पंचाट (रिफरेन्स नं.- 35/2015) को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 25.06.2026 को प्राप्त हुआ था।

[सं. एल-26012/13/2015-आईआर(एम)]

सलोनी, उप निदेशक

New Delhi, the 25th June, 2026

S.O. 1351.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (**Reference No. 35/2015**) of the **Central Government Industrial Tribunal cum Labour Court, Kanpur** as shown in the Annexure, in the Industrial dispute between the employers in relation to **Steel Authority of India Ltd; M/s Onkar Enterprises** and **Shri Lal Badhadur** which was received along with soft copy of the award by the Central Government on 25.06.2026.

[No. L-26012/13/2015-IR(M)]

SALONI, Dy. Director

ANNEXURE

THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, KANPUR

ID Case No. 35 of 2015

Present Shri Rajendra Prasad Srivastava, H.J.S. (Retd.)

Shri Lal Badhadur S/o Late Pardeshi,
C/O Shri Rajendra Prasad Shukla,
115/193 A-2, Maswanpur, Post- Rawatpur,
Kanpur (U.P.)- 208019.

Vs.

.....Workman

1. The Chief Manager, Steel Authority of India Ltd., H.No. 16/98, LIC Building, Mall Road, Kanpur (U.P.)- 208001.
2. The Warehouse Manager, Steel Authority of India Ltd., Stock Yard, Panki, Kanpur (U.P.)- 208020.
3. Col. H.S. Boparai, Proprietor, M/s Onkar Enterprises, 736, Sector- 29, Noida (U.P.).

.....Management

JUDGMENT
(Passed on this 3rd day of February, 2026)

As per reference letter dated 19/06/2015 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-26012/13/2015 (IR(M) dt. 19.06.2015. The dispute under reference relates to:

" Whether the action of the management of Steel Authority of India Ltd., Kanpur/M/s. Onkar enterprises, Noida in terminating the services of Sh. Lal Bahadur S/o Late Pardeshi w.e.f. 31.12.2013 is just, fair & legal? If not, what relief the workman is entitled to?"

Claimant/workman Shri Lal Bahadur (hereinafter stated as the claimant) has filed the statement of claim with averments which may be concisely stated as hereunder:

1. The applicant was continuously employed as a gunman and security guard from 2009 until the morning of December 31, 2013, under the direction of the employers. However, his services were terminated on the evening of December 31, 2013, through a verbal order.
2. The third party was authorized to conduct inspections and confirmations to ensure compliance with the directions of the first and second respondents, and the security work was carried out and is still being performed.
3. The applicant was employed informally from September 1, 2009, to December 31, 2013. The third party was also appointed through the first and second parties, and this appointment resulted in a violation of the petitioner's rights under the Labour Act, 1947. The applicant was deprived of his earned wages, including overtime pay, which was not paid according to the rules. This was also protested by the petitioner.
4. It is submitted that the applicant was not paid the amount due to him as per the rules. Two types of documents were used for obtaining signatures. If any objection was raised, the employee was dismissed and deprived of his service, which constitutes a violation of the rights granted under the Education Act of 1947 and 1948. This persistent and unwavering harassment is unjust and illegal.
5. It is further submitted that the employer/defendant parties did not give the applicant any opportunity to complain throughout his entire period of service, nor were any charges levelled against him. Despite this, his dismissal and deprivation of service is unjust and illegal.
6. The service of applicant in this case, which was terminated on 31-12-2013, is unjust and illegal. No notice pay or compensation was given. The service was terminated verbally, even though the petitioner is entitled to all due payments.
7. It is requested that an order be passed directing the restoration of service continuity under the Industrial Disputes Act, 1947, and awarding compensation for the period of unemployment, severance pay, and other previously unpaid dues, including bonuses.

Respondent No. 1 and 2 had submitted the written statement with averments which may be summarized as stated below:

1. It is submitted that there never was and continues to be no employee-employer relationship between the Opposite Party No 1 & 2 -Steel Authority of India Ltd and the Applicant. However, contrary to this AR fact, and even before adjudication on merits can be concluded on whether there exists any employee-employer relationship or not, the order dated 19.6.2015 has erroneously declared the applicant to be a UP workman of the Opposite Party No 1 & 2. The impugned order of reference dated 19.6.2015 is therefore bad in law, biased, arbitrary, and thus liable to be quashed.
2. The words used in the order of reference dated 19.6.2015 state that the Govt. is of the opinion about existence of an Industrial dispute between the management of Steel Authority of India Ltd and its workmen. In the absence of any finding on facts, the Govt has already formed an opinion declaring the Applicant to be a workman of the Opposite Party No 1 & 2. False presumptions have thus been drawn in the order dated 19.6.2015, thereby making it liable to be quashed being based on conjectures and assumptions. Whereas, the fact is that there never was/ nor is any employee-employer relationship between the Opposite Party No 1 & 2 Steel Authority of India Ltd and the Applicant.
3. The reference order dated 19.6.2015 states about existence of an Industrial dispute between the management of Steel Authority of India Ltd and its workmen, which renders the impugned reference order ambiguous, self-contradictory and evasive.
4. The reasons on the basis of which the Central Government has formed its opinion about existence of industrial dispute is conspicuously missing in the impugned reference order dated 19.6.2015, thereby rendering it liable to be quashed.

5. The said order is inconsistent to the finding of Hon'ble Apex Court in a case between M/S Swadeshi Cotton Mills and Industrial Tribunal II reported in (1950-67) S.C.L.J page No.3891.
6. The Central Government has not applied it's mind diligently in as much that it has miserably failed to consider the principles laid down by the Hon'ble Apex Court in a case between Secretary, State of Karnataka v/s Uma Devi reported in 2006 (109) FLR 826, and subsequently in another case between Union of India and others v/s Varteak Labour Union reported in 2011(129) FLR 500, wherein it has been categorically held that daily wagers, casual and contract labourers have no lien in the employment in public sectors.
7. The Schedule contained in the reference order dated 19.6.2015 shows that a final finding has already been reached about the applicant working with the establishment of O.P. No. 1 & 2 and that his services have been terminated by it. Such a final finding is incorrect and against the law, since it has been reached much before this Tribunal has even heard the alleged claim of the applicant and before hearing the response of the opposite parties. Thus the Schedule in the order dated 19.6.2015 be rejected, and the reference order itself is liable to be rejected.
8. The Central Government has not applied it's mind diligently as it has not considered the factual submissions made by the O.P. No. 1 & 2 during conciliation proceedings, that no employee-employer relationship ever existed between the Opposite Party No 1 & 2 Steel Authority of India Ltd and the Applicant, but has on the contrary referred the matter to this Tribunal, and in a very casual manner.
9. The allegations in para 1 being concocted, misleading, misdirected and contrary to facts, are thus emphatically denied. No documents have been enclosed by the applicant to prove the allegations; the applicant is thus put to strict proof of his allegations. The service of the applicant was never taken by O.P. No. 1 or 2 from 2009 to 31.12.2013, as alleged. It is submitted that the applicant was neither appointed nor engaged by the O.P. No. 1 or 2 at any point of time whatsoever. The O.P. No 3, Sh HS Boparai of M/S Onkar Enterprises, 736 sector 29, Noida, on his own engaged the applicant apparently in terms of the contract dated 31.8.2009 between him and O.P. No 1 and 2 concerning firefighting/surveillance. Accordingly, it is essential and in the interest of justice that the opp. Party No.3 be directed to file its response.
10. The applicant was the worker of the O.P. No. 3, Sh H S Boparai of M/s Onkar Enterprises, 736 Sector- 29, Noida.
11. The applicant is not entitled to any relief in the present reference.

Respondent No. 3 has submitted the written statement with averments which may be summarized as stated below:

- (i) The Opposite Party No. 3 M/s. Onkar Enterprises is a contractor and is not an employer as defined in Section 2(g) of the Industrial Dispute Act 1947. Therefore the Industrial Dispute Act 1947 is not applicable upon the Opposite party No. 3. As such the reference order is illegal and without jurisdiction and is liable to be dismissed against the O.P. No. 3. M/s. Onkar Enterprises.
- (ii) Contractor is not an Industry as defined in section 2 (J) of the Industrial Disputes act 1947. Therefore the reference is illegal and without jurisdiction so far it relates to Opposite Party No. 3 as such is liable to be rejected against O.P. No. 03.
- (iii) The contract work awarded to the Opposite Party No. 03 was time bound. It was fully known to the applicant. Therefore the applicant has no locus standi to claim further work or challenge the disengagements as the project work came to an end by afflux of time.
- (iv) No cause of action arised on 31.12.2013 as the extended period of contract ended on 30.09.2013. It is submitted that after 30.09.2013 there was no contract in favour of respondent no. 03 contractor nor respondent no. 03 engaged any labour after 30.09.2013. In view of above submissions the reference order is illegal and without jurisdiction as such is liable to be rejected.
- (v) The applicant was employed on contractual basis as per the requirement of Respondent No. 01 and 02 and it was a time bound project as per requirement, need and desire of the respondent no. 01 and 02. Therefore the applicant is not entitled to any relief from the Respondent No. 03 as the contract has come to an end by afflux of time.
- (vi) The present reference under the Industrial Dispute Act, 1947 is bad and not maintainable under the law and on fact and is liable to be dismissed.
- (vii) The content of Para No. 01 of the statement of claim is wrong, baseless and misconceive hence not admitted. In reply it is submitted that the answering defendant/Party No. 3 was awarded the contract for 2 yrs w.e.f. 01 Sep 2009 to 31 Aug 2011. It was renewed from 01 Sep 2011 to 31 Aug 2013. Since the new contract was not finalized and Party No. 03 contracts was extended by one month more from 01 Sep, to 30 Sep 2013. It is further submitted that no cause of action arised on

31.12.2013 as the extended period of contract ended on 30.09.2013. It is submitted that after 30.09.2013 there was no contract in favour of respondent no. 03 contractor nor respondent no. 03 engaged any labour after 30.09.2013. In view of above submissions the reference order is illegal and without jurisdiction as such is liable to be rejected.

- (viii) The content of Para No. 02 of the statement of claim is wrong, baseless and misconceive hence not admitted. The applicant is put to strict proof of his contention. In reply is submitted that the work came to an automatic end on 30.09.2013 by afflux of time as the contract work was time bound.

After filing of above written statement filed by opposite party no. 1 & 2, rejoinder is also filed by applicant. In rejoinder, the applicant denied the averments of the written statement are stated as:

- (i) The statements in paragraphs II, III, IV, V, VI, VII, and VIII of the preliminary objections in the written statement are false, baseless, and flawed, and therefore unacceptable to the applicant. Opposite party No. 1 employed Opposite party No. 2 to carry out the work, and the plaintiff was made to work under their control and direction. Therefore, Opposite party No. 1 and 2 are the principal employers of the applicant and are responsible in this dispute. The Ministry of Labour, Government of India, New Delhi, after examining all the facts, statements, and records of the parties, has issued a reference order, which is proper and legal. The judgments cited by the defendants are not applicable to this dispute. The reference order has been sent to the Hon'ble Court for adjudication. The reference order cannot be reviewed by the Hon'ble Court.
- (ii) The statements in sub-paragraphs A, B, C, D, E, F, G, H, and I of paragraph 2 under the legal submissions in the written statement are false, baseless, and flawed, and therefore unacceptable. Opposite party No. 1 and 2 are the employers who appointed the applicant, and the service of applicant were utilized by opposite party No. 3 under their control and direction. Therefore, opposite party No. 1 and 2 are the principal employers and are responsible.
- (iii) The statements in paragraphs 1, 2, 3, 4, and 5 of the written statement are false, misleading, and contrary to the truth, and therefore unacceptable. The applicant was made to work by opposite party No. 1 and 2 under their control, direction, and premises through opposite party No. 3. Opposite party No. 1 and 2 are the principal employers; therefore, the entire responsibility for the dispute rests with opposite party No. 1 and 2.
- (iv) The statements made in paragraphs 11, 12, 13, 14, and 15 of the written statement are baseless, unfounded, and misleading, and therefore not acceptable. The work to be performed by the applicant is of a continuous nature and cannot be contracted out. For this reason, respondent No. 1 and 2 are solely responsible for the applicant's claim. The applicant reiterates and emphasizes the statements made in paragraphs 11 through 14 of the claim statement.
- (v) The remaining statements have been written to support false facts and are therefore unacceptable.

After filing of above written statement filed by opposite party no. 3, rejoinder is also filed by applicant. In rejoinder, the applicant denied the averments of the written statement are stated as:

- (i) The Application filed by opposite party no. 3 dated 30-06-2017 is time-barred. According to the Act, the application should have been filed within 35 days of the ex-parte order. However, the application has been filed eight months later, and is liable to be dismissed. Orders for dismissal should be given.
- (ii) The reason for the delay in reinstatement has not been stated in the application submitted by the respondent, and therefore, the application is liable to be dismissed.
- (iii) The application for reinstatement has not been submitted on affidavit, and therefore, it is liable to be dismissed. Please dismiss it.
- (iv) No comment should be made on paragraphs 1, 2, and 3 of the written statement of opposite party no. 3 for reinstatement. The respondent should verify his or her statements.
- (v) The statements in paragraphs 4 and 5 are false, misleading, and baseless and are not valid. Because the respondent's application does not state when, on what date, and by whom they were informed of the dispute, it is therefore unreliable.
- (vi) The paragraphs of the written statement filed by opposite party no. 3 for restoration are false and baseless and cannot be accepted.

After that applicant filed some documents which is read as under:

1. Photocopy of the consultation order dated 30.12.2013 from the Assistant Labour Commissioner's office.
2. Photocopy of the payment details and attendance register for September 2009.
3. Photocopy of the payment details and attendance register for January 2010.
4. Photocopy of the payment details and attendance register for December 2010.
5. Photocopy of the payment details and attendance register for September 2011.
6. Photocopy of the payment details and attendance register for December 2011.
7. Photocopy of the payment details and attendance register for January 2012.
8. Photocopy of the payment details and attendance register for March 2012.
9. Photocopy of the payment details and attendance register for November 2012.
10. Photocopy of the payment details and attendance register for January 2013.
11. Photocopy of the payment details and attendance register for May 2013.
12. Photocopy of the list of security guards who received three months' payment (October, November, December 2013) from the Warehouse Management, related to the notice dated 21.01.2014.
13. Photocopy of the notice dated 05.07.2013 from Omkar Enterprises' supervisor, Tansen, regarding pressure to accept lower wages and a settlement related to ESI/PF.
14. Photocopy of the notice dated 11.07.2013 from Omkar Enterprises' supervisor, Tansen, regarding delayed payment.
15. Photocopy of the notice dated 13.07.2013 from Omkar Enterprises' supervisor, Tansen, regarding deposit of funds.

In rebuttal opposite party no. 1 & 2 filed documents which are read as under:

- (i) Certificate of Registration under sub sec. (2) of Sec. 7 of The Contract Labour (Regulation & Abolition) Act, 1970.
- (ii) Agreement dated 31st of August 2009 between Steel Authority of India Ltd., and M/s Onkar Enterprises 736, Sector 29, Noida, G.B. Nagar (U.P.)
- (iii) Letter dated 24.8.2011 extending the contract between Steel Authority of India Ltd., and Onkar Enterprises 736, Sector 29, Noida G.B. Nagar.
- (iv) Renewed up to date Certificate of Registration under Sub Sec. (2) of Sec. 7 of Contract Labour (Regulation & Abolition) Act, 1970 in favour of Steel Authority of India Ltd.
- (v) Letter dated 21.1.2014 of Warehouse Manager to LEO.
- (vi) Bills submitted by Onkar Enterprise from Oct. 2012 to Sep. 2013 to SAIL Warehouse, Panki, Kanpur.

As per reference the main question is whether the action of the management of Steel Authority of India Ltd., Kanpur/ M/s. Onkar enterprises, Noida in terminating the services of Sh. Lal Bahadur S/o Late Pardeshi w.e.f. 31.12.2013 is just, fair & legal? If not, what relief the workman is entitled to?

In claim statement claimant is requested that he was an employee from 2009 to 31.12.2013 without any break but from an oral order his services were terminated 31.12.2013. He was continuously in work from September, 2009 to 31.12.2013 that is against the labour Act, 1947, his payment was not done as per law, his nature of job is permanent as this reason his services cannot be terminated and after termination new appointment has been done by opposite party that is illegal and unfair.

As per written statement of opposite party number 1 & 2, that there was never and continuous to be no employee-employer relationship between the answering party and applicant. Contents of para 10 are denied, being incorrect. The opposite party number 3 Sh H S Boparai of M/s Onkar Enterprises, 736 Sector 29, Noida, on his own engaged the applicant apparently in terms of the contract dated 31.08.2009 between him and O.P. No. 1 & 2 concerning firefighting/surveillance.

The applicant version is misleading and misdirected and contrary to facts, no oral evidence has been filled by the applicant to prove his version. The service of the applicant was never taken by O.P. No. 1 & 2 from September, 2009 to 31.12.2013 as alleged. It is submitted that the applicant was neither appointed nor engaged by OP no. 1 & 2 at any point of time.

The Opposite party number 3 on his own engaged the applicant apparently in terms of the contract date 31.08.2009.

Opposite party number 3 requested that he is a contractor and not an employer as defined in section 2 G of the Industrial Dispute Act, 1947. The contract work awarded to the opposite party no. 3 was time bound, it is fully known to the applicant hence no any locus standi to claim further work or challenge the disengagement as the project work came to an end by afflux of time.

Applicant was employed on contractual basis as per the requirement of opposite party number 1 & 2 and it was a time bound project as per requirement, need and desire of the opposite party number 1 & 2.

Therefore applicant is not entitled to any relief and also requested that opposite party number 3 was awarded the contract from two years, first is 01.09.2009 to 31.08.2011 and it was renewed from 01.09.2011 to 31.08.2013. Since the new contract was not finalized and the contract was only extended by one month more from 01 September to 30.09.2013. Hence no cause of action arises on 31.12.2013, as the extended period of contract is ended on 30.09.2013. After 30.09.2013, there was no contract in favour of opposite party number 3, contractor/opposite party number 3 is engaged any labour after 30.09.2013.

The main question is in this reference that the applicant is an employee of opposite party number 1 and 2 and his termination of services on dated 31.12.2013 is just fair and legal.

As per question of employee of the applicant of opposite party number 1 and 2 no any oral evidence is filed by the applicant.

Opposite party number 1 and 2 never engaged him as an employee. Opposite party number 1 and 2 has filled documentary evidence as shown above, after showing those papers it is established and proved that applicant is never work as employee in organisation of opposite party number 1 and 2.

Now the question arises, how the applicant works in the organisation of opposite party numbers 1 and 2. The opposite party number 3 in our written statement stated as mentioned above, he was contractor of the said period and he engaged to applicant in those periods for some works but the contract was not extended form 30.09.2013. Hence there is no any question of termination of the applicant on 30.12.2013 because the contract was not extended after 30.09.2013.

Applicant was filled some documentary evidence. After the perusal of those documents, in September, 2009 he worked and after that in the year of 2009 he never worked because salary sheet and attendance register is submitted only in September 2009. In year 2010, applicant is worked in January, 2010 because applicant is also filed salary sheet and attendance register of January, 2010 and December, 2010. In year 2011 applicant worked in September, 2011 and December, 2011 because salary sheet and attendance register is filed of above month. In year 2012 applicant is worked in January 2012, March 2012, November 2012 and December 2012 because he is filed salary sheet and attendance register and in 2013 he worked in January 2013, May 2013 only.

As per provision of section 25 B of the ID Act, 1947 as follows:

25-B. Definition of continuous service-For the purposes of this Chapter- (1) a workmen shall be said to be in continuous service for a period if he is, for that period, in uninterrupted service, including service accident or a strike which is not illegal, or a lock-out or a cessation of work which may be interrupted on account of sickness or authorised leave of which is not due to any fault on the part of the workman;

(2) where a workman is not in continuous service within the mean of clause (1) for a period of one year or six months, he shall be deemed 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;

As per above provision he never worked in continuous 240 days as given in section 25 B of the said Act.

After above discussion and averment applicant is failed to prove as stated in his claim statement that he is employee of opposite party number 1 and 2 as principal employer, he had not given any oral evidence. By way of documentary evidence it is not proved that he is employee of as said in provision of industrial dispute Act.

In view of the foregoing discussion and in the given circumstance the reference stands disposed of as of 'NIL' award.

Reference is answered accordingly.

Parties are left to bear their respective costs.

Date: 03.02.2026

Shri RAJENDRA PRASAD SRIVASTAVA, H.J.S. (Retd.), Presiding Officer

नई दिल्ली, 25 जून, 2026

का.आ. 1352.— औद्योगिक विवाद अधिनियम (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार स्टील अथॉरिटी ऑफ इंडिया लिमिटेड; मेसर्स ओंकार एंटरप्राइजेज के प्रबंधन के संबद्ध नियोजकों और श्री रमा कान्त के बीच अनुबंध में निर्दिष्ट केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, कानपुर, पंचाट (रिफरेन्स नं.- 36/2015) को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 25.06.2026 को प्राप्त हुआ था।

[सं. एल-26012/12/2015-आईआर(एम)]

सलोनी, उप निदेशक

New Delhi, the 25th June, 2026

S.O. 1352.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (**Reference No. 36/2015**) of the **Central Government Industrial Tribunal cum Labour Court, Kanpur** as shown in the Annexure, in the Industrial dispute between the employers in relation to **Steel Authority of India Ltd; M/s Onkar Enterprises** and **Shri Rama Kant** which was received along with soft copy of the award by the Central Government on 25.06.2026.

[No. L-26012/12/2015-IR(M)]

SALONI, Dy. Director

ANNEXURE

THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, KANPUR

ID Case No. 36 of 2015

Present Shri Rajendra Prasad Srivastava, H.J.S. (Retd.)

Shri Rama Kant S/o Shri Gyari,
C/O Shri Rajendra Prasad Shukla,
115/193 A-2, Maswanpur, Post- Rawatpur,
Kanpur (U.P.)- 208019.

Vs.

.....Workman

1. The Chief Manager, Steel Authority of India Ltd., H.No. 16/98, LIC Building, Mall Road, Kanpur (U.P.)- 208001.
2. The Warehouse Manager, Steel Authority of India Ltd., Stock Yard, Panki, Kanpur (U.P.)- 208020.
3. Col. H.S. Boparai, Proprietor, M/s Onkar Enterprises, 736, Sector- 29, Noida (U.P.).

.....Management

JUDGMENT**(Passed on this 3rd day of February, 2026)**

As per reference letter dated 19/06/2015 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-26012/12/2015 (IR(M) dt. 19.06.2015. The dispute under reference relates to:

" Whether the action of the management of Steel Authority of India Ltd., Kanpur/M/s. Onkar enterprises, Noida in terminating the services of Sh. Rama Kant S/o Gyari w.e.f. 31.12.2013 is just, fair & legal? If not, what relief the workman is entitled to?"

Claimant/workman Shri Rama Kant (hereinafter stated as the claimant) has filed the statement of claim with averments which may be concisely stated as hereunder:

1. The applicant was continuously employed as a gunman and security guard from 2009 until the morning of December 31, 2013, under the direction of the employers. However, his services were terminated on the evening of December 31, 2013, through a verbal order.
2. The third party was authorized to conduct inspections and confirmations to ensure compliance with the directions of the first and second respondents, and the security work was carried out and is still being performed.
3. The applicant was employed informally from September 1, 2009, to December 31, 2013. The third party was also appointed through the first and second parties, and this appointment resulted in a violation of the petitioner's rights under the Labour Act, 1947. The applicant was deprived of his earned wages, including overtime pay, which was not paid according to the rules. This was also protested by the petitioner.
4. It is submitted that the applicant was not paid the amount due to him as per the rules. Two types of documents were used for obtaining signatures. If any objection was raised, the employee was dismissed and deprived of his service, which constitutes a violation of the rights granted under the Education Act of 1947 and 1948. This persistent and unwavering harassment is unjust and illegal.
5. It is further submitted that the employer/defendant parties did not give the applicant any opportunity to complain throughout his entire period of service, nor were any charges levelled against him. Despite this, his dismissal and deprivation of service is unjust and illegal.
6. The service of applicant in this case, which was terminated on 31-12-2013, is unjust and illegal. No notice pay or compensation was given. The service was terminated verbally, even though the petitioner is entitled to all due payments.
7. It is requested that an order be passed directing the restoration of service continuity under the Industrial Disputes Act, 1947, and awarding compensation for the period of unemployment, severance pay, and other previously unpaid dues, including bonuses.

Respondent No. 1 and 2 had submitted the written statement with averments which may be summarized as stated below:

1. It is submitted that there never was and continues to be no employee-employer relationship between the Opposite Party No 1 & 2 -Steel Authority of India Ltd and the Applicant. However, contrary to this AR fact, and even before adjudication on merits can be concluded on whether there exists any employee-employer relationship or not, the order dated 19.6.2015 has erroneously declared the applicant to be a workman of the Opposite Party No 1 & 2. The impugned order of reference dated 19.6.2015 is therefore bad in law, biased, arbitrary, and thus liable to be quashed.
2. The words used in the order of reference dated 19.6.2015 state that the Govt. is of the opinion about existence of an Industrial dispute between the management of Steel Authority of India Ltd and its workmen. In the absence of any finding on facts, the Govt has already formed an opinion declaring the Applicant to be a workman of the Opposite Party No 1 & 2. False presumptions have thus been drawn in the order dated 19.6.2015, thereby making it liable to be quashed being based on conjectures and assumptions. Whereas, the fact is that there never was/ nor is any employee-employer relationship between the Opposite Party No 1 & 2 Steel Authority of India Ltd and the Applicant.
3. The reference order dated 19.6.2015 states about existence of an Industrial dispute between the management of Steel Authority of India Ltd and its workmen, which renders the impugned reference order ambiguous, self-contradictory and evasive.
4. The reasons on the basis of which the Central Government has formed its opinion about existence of industrial dispute is conspicuously missing in the impugned reference order dated 19.6.2015, thereby rendering it liable to be quashed.

5. The said order is inconsistent to the finding of Hon'ble Apex Court in a case between M/S Swadeshi Cotton Mills and Industrial Tribunal II reported in (1950-67) S.C.L.J page No.3891.
6. The Central Government has not applied it's mind diligently in as much that it has miserably failed to consider the principles laid down by the Hon'ble Apex Court in a case between Secretary, State of Karnataka v/s Uma Devi reported in 2006 (109) FLR 826, and subsequently in another case between Union of India and others v/s Varteak Labour Union reported in 2011(129) FLR 500, wherein it has been categorically held that daily wagers, casual and contract labourers have no lien in the employment in public sectors.
7. The Schedule contained in the reference order dated 19.6.2015 shows that a final finding has already been reached about the applicant working with the establishment of O.P. No. 1 & 2 and that his services have been terminated by it. Such a final finding is incorrect and against the law, since it has been reached much before this Tribunal has even heard the alleged claim of the applicant and before hearing the response of the opposite parties. Thus the Schedule in the order dated 19.6.2015 be rejected, and the reference order itself is liable to be rejected.
8. The Central Government has not applied it's mind diligently as it has not considered the factual submissions made by the O.P. No. 1 & 2 during conciliation proceedings, that no employee-employer relationship ever existed between the Opposite Party No 1 & 2 Steel Authority of India Ltd and the Applicant, but has on the contrary referred the matter to this Tribunal, and in a very casual manner.
9. The allegations in para 1 being concocted, misleading, misdirected and contrary to facts, are thus emphatically denied. No documents have been enclosed by the applicant to prove the allegations; the applicant is thus put to strict proof of his allegations. The service of the applicant was never taken by O.P. No. 1 or 2 from 2009 to 31.12.2013, as alleged. It is submitted that the applicant was neither appointed nor engaged by the O.P. No. 1 or 2 at any point of time whatsoever. The O.P. No 3, Sh HS Boparai of M/S Onkar Enterprises, 736 sector 29, Noida, on his own engaged the applicant apparently in terms of the contract dated 31.8.2009 between him and O.P. No 1 and 2 concerning firefighting/surveillance. Accordingly, it is essential and in the interest of justice that the opp. Party No.3 be directed to file its response.
10. The applicant was the worker of the O.P. No. 3, Sh H S Boparai of M/s Onkar Enterprises, 736 Sector- 29, Noida.
11. The applicant is not entitled to any relief in the present reference.

Respondent No. 3 has submitted the written statement with averments which may be summarized as stated below:

- (i) The Opposite Party No. 3 M/s. Onkar Enterprises is a contractor and is not an employer as defined in Section 2(g) of the Industrial Dispute Act 1947. Therefore the Industrial Dispute Act 1947 is not applicable upon the Opposite party No. 3. As such the reference order is illegal and without jurisdiction and is liable to be dismissed against the O.P. No. 3. M/s. Onkar Enterprises.
- (ii) Contractor is not an Industry as defined in section 2 (J) of the Industrial Disputes act 1947. Therefore the reference is illegal and without jurisdiction so far it relates to Opposite Party No. 3 as such is liable to be rejected against O.P. No. 03.
- (iii) The contract work awarded to the Opposite Party No. 03 was time bound. It was fully known to the applicant. Therefore the applicant has no locus standi to claim further work or challenge the disengagements as the project work came to an end by afflux of time.
- (iv) No cause of action arised on 31.12.2013 as the extended period of contract ended on 30.09.2013. It is submitted that after 30.09.2013 there was no contract in favour of respondent no. 03 contractor nor respondent no. 03 engaged any labour after 30.09.2013. In view of above submissions the reference order is illegal and without jurisdiction as such is liable to be rejected.
- (v) The applicant was employed on contractual basis as per the requirement of Respondent No. 01 and 02 and it was a time bound project as per requirement, need and desire of the respondent no. 01 and 02. Therefore the applicant is not entitled to any relief from the Respondent No. 03 as the contract has come to an end by afflux of time.
- (vi) The present reference under the Industrial Dispute Act, 1947 is bad and not maintainable under the law and on fact and is liable to be dismissed.
- (vii) The content of Para No. 01 of the statement of claim is wrong, baseless and misconceive hence not admitted. In reply it is submitted that the answering defendant/Party No. 3 was awarded the contract for 2 yrs w.e.f. 01 Sep 2009 to 31 Aug 2011. It was renewed from 01 Sep 2011 to 31 Aug 2013. Since the new contract was not finalized and Party No. 03 contracts was extended by one month more from 01 Sep, to 30 Sep 2013. It is further submitted that no cause of action arised on

31.12.2013 as the extended period of contract ended on 30.09.2013. It is submitted that after 30.09.2013 there was no contract in favour of respondent no. 03 contractor nor respondent no. 03 engaged any labour after 30.09.2013. In view of above submissions the reference order is illegal and without jurisdiction as such is liable to be rejected.

- (viii) The content of Para No. 02 of the statement of claim is wrong, baseless and misconceive hence not admitted. The applicant is put to strict proof of his contention. In reply is submitted that the work came to an automatic end on 30.09.2013 by afflux of time as the contract work was time bound.

After filing of above written statement filed by opposite party no. 1 & 2, rejoinder is also filed by applicant. In rejoinder, the applicant denied the averments of the written statement are stated as:

- (i) The statements in paragraphs II, III, IV, V, VI, VII, and VIII of the preliminary objections in the written statement are false, baseless, and flawed, and therefore unacceptable to the applicant. Opposite party No. 1 employed Opposite party No. 2 to carry out the work, and the plaintiff was made to work under their control and direction. Therefore, Opposite party No. 1 and 2 are the principal employers of the applicant and are responsible in this dispute. The Ministry of Labour, Government of India, New Delhi, after examining all the facts, statements, and records of the parties, has issued a reference order, which is proper and legal. The judgments cited by the defendants are not applicable to this dispute. The reference order has been sent to the Hon'ble Court for adjudication. The reference order cannot be reviewed by the Hon'ble Court.
- (ii) The statements in sub-paragraphs A, B, C, D, E, F, G, H, and I of paragraph 2 under the legal submissions in the written statement are false, baseless, and flawed, and therefore unacceptable. Opposite party No. 1 and 2 are the employers who appointed the applicant, and the service of applicant were utilized by opposite party No. 3 under their control and direction. Therefore, opposite party No. 1 and 2 are the principal employers and are responsible.
- (iii) The statements in paragraphs 1, 2, 3, 4, and 5 of the written statement are false, misleading, and contrary to the truth, and therefore unacceptable. The applicant was made to work by opposite party No. 1 and 2 under their control, direction, and premises through opposite party No. 3. Opposite party No. 1 and 2 are the principal employers; therefore, the entire responsibility for the dispute rests with opposite party No. 1 and 2.
- (iv) The statements made in paragraphs 11, 12, 13, 14, and 15 of the written statement are baseless, unfounded, and misleading, and therefore not acceptable. The work to be performed by the applicant is of a continuous nature and cannot be contracted out. For this reason, respondent No. 1 and 2 are solely responsible for the applicant's claim. The applicant reiterates and emphasizes the statements made in paragraphs 11 through 14 of the claim statement.
- (v) The remaining statements have been written to support false facts and are therefore unacceptable.

After filing of above written statement filed by opposite party no. 3, rejoinder is also filed by applicant. In rejoinder, the applicant denied the averments of the written statement are stated as:

- (i) The Application filed by opposite party no. 3 dated 30-06-2017 is time-barred. According to the Act, the application should have been filed within 35 days of the ex-parte order. However, the application has been filed eight months later, and is liable to be dismissed. Orders for dismissal should be given.
- (ii) The reason for the delay in reinstatement has not been stated in the application submitted by the respondent, and therefore, the application is liable to be dismissed.
- (iii) The application for reinstatement has not been submitted on affidavit, and therefore, it is liable to be dismissed. Please dismiss it.
- (iv) No comment should be made on paragraphs 1, 2, and 3 of the written statement of opposite party no. 3 for reinstatement. The respondent should verify his or her statements.
- (v) The statements in paragraphs 4 and 5 are false, misleading, and baseless and are not valid. Because the respondent's application does not state when, on what date, and by whom they were informed of the dispute, it is therefore unreliable.
- (vi) The paragraphs of the written statement filed by opposite party no. 3 for restoration are false and baseless and cannot be accepted.

After that applicant filed some documents which is read as under:

1. Photocopy of the consultation order dated 30.12.2013 from the Assistant Labour Commissioner's office.
2. Photocopy of the payment details and attendance register for September 2009.
3. Photocopy of the payment details and attendance register for January 2010.
4. Photocopy of the payment details and attendance register for December 2010.
5. Photocopy of the payment details and attendance register for September 2011.
6. Photocopy of the payment details and attendance register for December 2011.
7. Photocopy of the payment details and attendance register for January 2012.
8. Photocopy of the payment details and attendance register for March 2012.
9. Photocopy of the payment details and attendance register for November 2012.
10. Photocopy of the payment details and attendance register for January 2013.
11. Photocopy of the payment details and attendance register for May 2013.
12. Photocopy of the list of security guards who received three months' payment (October, November, December 2013) from the Warehouse Management, related to the notice dated 21.01.2014.
13. Photocopy of the notice dated 05.07.2013 from Omkar Enterprises' supervisor, Tansen, regarding pressure to accept lower wages and a settlement related to ESI/PF.
14. Photocopy of the notice dated 11.07.2013 from Omkar Enterprises' supervisor, Tansen, regarding delayed payment.
15. Photocopy of the notice dated 13.07.2013 from Omkar Enterprises' supervisor, Tansen, regarding deposit of funds.

In rebuttal opposite party no. 1 & 2 filed documents which are read as under:

- (i) Certificate of Registration under sub sec. (2) of Sec. 7 of The Contract Labour (Regulation & Abolition) Act, 1970.
- (ii) Agreement dated 31st of August 2009 between Steel Authority of India Ltd., and M/s Onkar Enterprises 736, Sector 29, Noida, G.B. Nagar (U.P.)
- (iii) Letter dated 24.8.2011 extending the contract between Steel Authority of India Ltd., and Onkar Enterprises 736, Sector 29, Noida G.B. Nagar.
- (iv) Renewed up to date Certificate of Registration under Sub Sec. (2) of Sec. 7 of Contract Labour (Regulation & Abolition) Act, 1970 in favour of Steel Authority of India Ltd.
- (v) Letter dated 21.1.2014 of Warehouse Manager to LEO.
- (vi) Bills submitted by Onkar Enterprise from Oct. 2012 to Sep. 2013 to SAIL Warehouse, Panki, Kanpur.

As per reference the main question is whether the action of the management of Steel Authority of India Ltd., Kanpur/ M/s. Onkar enterprises, Noida in terminating the services of Sh. Rama Kant S/o Gyari w.e.f. 31.12.2013 is just, fair & legal? If not, what relief the workman is entitled to?

In claim statement claimant is requested that he was an employee from 2009 to 31.12.2013 without any break but from an oral order his services were terminated 31.12.2013. He was continuously in work from September, 2009 to 31.12.2013 that is against the labour Act, 1947, his payment was not done as per law, his nature of job is permanent as this reason his services cannot be terminated and after termination new appointment has been done by opposite party that is illegal and unfair.

As per written statement of opposite party number 1 & 2, that there was never and continuous to be no employee-employer relationship between the answering party and applicant. Contents of para 10 are denied, being incorrect. The opposite party number 3 Sh H S Boparai of M/s Onkar Enterprises, 736 Sector 29, Noida, on his own engaged the applicant apparently in terms of the contract dated 31.08.2009 between him and O.P. No. 1 & 2 concerning firefighting/surveillance.

The applicant version is misleading and misdirected and contrary to facts, no oral evidence has been filled by the applicant to prove his version. The service of the applicant was never taken by O.P. No. 1 & 2 from September, 2009 to 31.12.2013 as alleged. It is submitted that the applicant was neither appointed nor engaged by OP no. 1 & 2 at any point of time.

The Opposite party number 3 on his own engaged the applicant apparently in terms of the contract date 31.08.2009.

Opposite party number 3 requested that he is a contractor and not an employer as defined in section 2 G of the Industrial Dispute Act, 1947. The contract work awarded to the opposite party no. 3 was time bound, it is fully known to the applicant hence no any locus standi to claim further work or challenge the disengagement as the project work came to an end by afflux of time.

Applicant was employed on contractual basis as per the requirement of opposite party number 1 & 2 and it was a time bound project as per requirement, need and desire of the opposite party number 1 & 2.

Therefore applicant is not entitled to any relief and also requested that opposite party number 3 was awarded the contract from two years, first is 01.09.2009 to 31.08.2011 and it was renewed from 01.09.2011 to 31.08.2013. Since the new contract was not finalized and the contract was only extended by one month more from 01 September to 30.09.2013. Hence no cause of action arises on 31.12.2013, as the extended period of contract is ended on 30.09.2013. After 30.09.2013, there was no contract in favour of opposite party number 3, contractor/opposite party number 3 is engaged any labour after 30.09.2013.

The main question is in this reference that the applicant is an employee of opposite party number 1 and 2 and his termination of services on dated 31.12.2013 is just fair and legal.

As per question of employee of the applicant of opposite party number 1 and 2 no any oral evidence is filed by the applicant.

Opposite party number 1 and 2 never engaged him as an employee. Opposite party number 1 and 2 has filled documentary evidence as shown above, after showing those papers it is established and proved that applicant is never work as employee in organisation of opposite party number 1 and 2.

Now the question arises, how the applicant works in the organisation of opposite party numbers 1 and 2. The opposite party number 3 in our written statement stated as mentioned above, he was contractor of the said period and he engaged to applicant in those periods for some works but the contract was not extended form 30.09.2013. Hence there is no any question of termination of the applicant on 30.12.2013 because the contract was not extended after 30.09.2013.

Applicant was filled some documentary evidence. After the perusal of those documents, in September, 2009 he worked and after that in the year of 2009 he never worked because salary sheet and attendance register is submitted only in September 2009. In year 2010, applicant is worked in January, 2010 because applicant is also filed salary sheet and attendance register of January, 2010 and December, 2010. In year 2011 applicant worked in September, 2011 and December, 2011 because salary sheet and attendance register is filed of above month. In year 2012 applicant is worked in January 2012, March 2012, November 2012 and December 2012 because he is filed salary sheet and attendance register and in 2013 he worked in January 2013, May 2013 only.

As per provision of section 25 B of the ID Act, 1947 as follows:

25-B. Definition of continuous service-For the purposes of this Chapter- (1) a workmen shall be said to be in continuous service for a period if he is, for that period, in uninterrupted service, including service accident or a strike which is not illegal, or a lock-out or a cessation of work which may be interrupted on account of sickness or authorised leave of which is not due to any fault on the part of the workman;

(2) where a workman is not in continuous service within the mean of clause (1) for a period of one year or six months, he shall be deemed 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;

As per above provision he never worked in continuous 240 days as given in section 25 B of the said Act.

After above discussion and averment applicant is failed to prove as stated in his claim statement that he is employee of opposite party number 1 and 2 as principal employer, he had not given any oral evidence. By way of documentary evidence it is not proved that he is employee of as said in provision of industrial dispute Act.

In view of the foregoing discussion and in the given circumstance the reference stands disposed of as of 'NIL' award.

Reference is answered accordingly.

Parties are left to bear their respective costs.

Date: 03.02.2026

Shri RAJENDRA PRASAD SRIVASTAVA, H.J.S. (Retd.)Presiding Officer

नई दिल्ली, 25 जून, 2026

का.आ. 1353.— औद्योगिक विवाद अधिनियम (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार **स्टील अथॉरिटी ऑफ इंडिया लिमिटेड; मेसर्स ओंकार एंटरप्राइजेज** के प्रबंधन के संबद्ध नियोजकों और **श्री शिव रतन** के बीच अनुबंध में निर्दिष्ट केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, कानपुर, पंचाट (**रिफरेन्स नं.- 37/2015**) को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 25.06.2026 को प्राप्त हुआ था।

[सं. एल-26012/11/2015-आईआर(एम)]

सलोनी, उप निदेशक

New Delhi, the 25th June, 2026

S.O. 1353.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (**Reference No. 37/2015**) of the **Central Government Industrial Tribunal cum Labour Court, Kanpur** as shown in the Annexure, in the Industrial dispute between the employers in relation to **Steel Authority of India Ltd; M/s Onkar Enterprises** and **Shri Shiv Ratan** which was received along with soft copy of the award by the Central Government on 25.06.2026.

[No. L-26012/11/2015-IR(M)]

SALONI, Dy. Director

ANNEXURE**THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, KANPUR****ID Case No. 37 of 2015****Present Shri Rajendra Prasad Srivastava, H.J.S. (Retd.)**

Shri Shiv Ratan S/o Shri Tulsi Ram,
C/O Shri Rajendra Prasad Shukla,
115/193 A-2, Maswanpur, Post- Rawatpur,
Kanpur (U.P.)- 208019.

.....Workman

Vs.

1. The Chief Manager, Steel Authority of India Ltd., H.No. 16/98, LIC Building, Mall Road, Kanpur (U.P.)- 208001.
2. The Warehouse Manager, Steel Authority of India Ltd., Stock Yard, Panki, Kanpur (U.P.)- 208020.
3. Col. H.S. Boparai, Proprietor, M/s Onkar Enterprises, 736, Sector- 29, Noida (U.P.).

.....Management

JUDGMENT**(Passed on this 3rd day of February, 2026)**

As per reference letter dated 19/06/2015 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-26012/11/2015 (IR(M) dt. 19.06.2015. The dispute under reference relates to:

" Whether the action of the management of Steel Authority of India Ltd., Kanpur/M/s. Onkar enterprises, Noida in terminating the services of Sh. Shiv Ratan S/o Sh. Tulsi Ram w.e.f. 31.12.2013 is just, fair & legal? If not, what relief the workman is entitled to?"

Claimant/workman Shri Shiv Ratan (hereinafter stated as the claimant) has filed the statement of claim with averments which may be concisely stated as hereunder:

1. The applicant was continuously employed as a gunman and security guard from 2009 until the morning of December 31, 2013, under the direction of the employers. However, his services were terminated on the evening of December 31, 2013, through a verbal order.
2. The third party was authorized to conduct inspections and confirmations to ensure compliance with the directions of the first and second respondents, and the security work was carried out and is still being performed.
3. The applicant was employed informally from September 1, 2009, to December 31, 2013. The third party was also appointed through the first and second parties, and this appointment resulted in a violation of the

petitioner's rights under the Labour Act, 1947. The applicant was deprived of his earned wages, including overtime pay, which was not paid according to the rules. This was also protested by the petitioner.

4. It is submitted that the applicant was not paid the amount due to him as per the rules. Two types of documents were used for obtaining signatures. If any objection was raised, the employee was dismissed and deprived of his service, which constitutes a violation of the rights granted under the Education Act of 1947 and 1948. This persistent and unwavering harassment is unjust and illegal.

5. It is further submitted that the employer/defendant parties did not give the applicant any opportunity to complain throughout his entire period of service, nor were any charges levelled against him. Despite this, his dismissal and deprivation of service is unjust and illegal.

6. The service of applicant in this case, which was terminated on 31-12-2013, is unjust and illegal. No notice pay or compensation was given. The service was terminated verbally, even though the petitioner is entitled to all due payments.

7. It is requested that an order be passed directing the restoration of service continuity under the Industrial Disputes Act, 1947, and awarding compensation for the period of unemployment, severance pay, and other previously unpaid dues, including bonuses.

Respondent No. 1 and 2 had submitted the written statement with averments which may be summarized as stated below:

1. It is submitted that there never was and continues to be no employee-employer relationship between the Opposite Party No 1 & 2 -Steel Authority of India Ltd and the Applicant. However, contrary to this AR fact, and even before adjudication on merits can be concluded on whether there exists any employee-employer relationship or not, the order dated 19.6.2015 has erroneously declared the applicant to be a workman of the Opposite Party No 1 & 2. The impugned order of reference dated 19.6.2015 is therefore bad in law, biased, arbitrary, and thus liable to be quashed.
2. The words used in the order of reference dated 19.6.2015 state that the Govt. is of the opinion about existence of an Industrial dispute between the management of Steel Authority of India Ltd and its workmen. In the absence of any finding on facts, the Govt has already formed an opinion declaring the Applicant to be a workman of the Opposite Party No 1 & 2. False presumptions have thus been drawn in the order dated 19.6.2015, thereby making it liable to be quashed being based on conjectures and assumptions. Whereas, the fact is that there never was/ nor is any employee-employer relationship between the Opposite Party No 1 & 2 Steel Authority of India Ltd and the Applicant.
3. The reference order dated 19.6.2015 states about existence of an Industrial dispute between the management of Steel Authority of India Ltd and its workmen, which renders the impugned reference order ambiguous, self-contradictory and evasive.
4. The reasons on the basis of which the Central Government has formed its opinion about existence of industrial dispute is conspicuously missing in the impugned reference order dated 19.6.2015, thereby rendering it liable to be quashed.
5. The said order is inconsistent to the finding of Hon'ble Apex Court in a case between M/S Swadeshi Cotton Mills and Industrial Tribunal II reported in (1950-67) S.C.L.J page No.3891.
6. The Central Government has not applied its mind diligently in as much that it has miserably failed to consider the principles laid down by the Hon'ble Apex Court in a case between Secretary, State of Karnataka v/s Uma Devi reported in 2006 (109) FLR 826, and subsequently in another case between Union of India and others v/s Varteak Labour Union reported in 2011(129) FLR 500, wherein it has been categorically held that daily wagers, casual and contract labourers have no lien in the employment in public sectors.
7. The Schedule contained in the reference order dated 19.6.2015 shows that a final finding has already been reached about the applicant working with the establishment of O.P. No. 1 & 2 and that his services have been terminated by it. Such a final finding is incorrect and against the law, since it has been reached much before this Tribunal has even heard the alleged claim of the applicant and before hearing the response of the opposite parties. Thus the Schedule in the order dated 19.6.2015 be rejected, and the reference order itself is liable to be rejected.
8. The Central Government has not applied its mind diligently as it has not considered the factual submissions made by the O.P. No. 1 & 2 during conciliation proceedings, that no employee-employer relationship ever existed between the Opposite Party No 1 & 2 Steel Authority of India Ltd and the Applicant, but has on the contrary referred the matter to this Tribunal, and in a very casual manner.
9. The allegations in para 1 being concocted, misleading, misdirected and contrary to facts, are thus emphatically denied. No documents have been enclosed by the applicant to prove the allegations; the

applicant is thus put to strict proof of his allegations. The service of the applicant was never taken by O.P. No. 1 or 2 from 2009 to 31.12.2013, as alleged. It is submitted that the applicant was neither appointed nor engaged by the O.P. No. 1 or 2 at any point of time whatsoever. The O.P. No 3, Sh HS Boparai of M/S Onkar Enterprises, 736 sector 29, Noida, on his own engaged the applicant apparently in terms of the contract dated 31.8.2009 between him and O.P. No 1 and 2 concerning firefighting/surveillance. Accordingly, it is essential and in the interest of justice that the opp. Party No.3 be directed to file its response.

10. The applicant was the worker of the O.P. No. 3, Sh H S Boparai of M/s Onkar Enterprises, 736 Sector- 29, Noida.

11. The applicant is not entitled to any relief in the present reference.

Respondent No. 3 has submitted the written statement with averments which may be summarized as stated below:

- (i) The Opposite Party No. 3 M/s. Onkar Enterprises is a contractor and is not an employer as defined in Section 2(g) of the Industrial Dispute Act 1947. Therefore the Industrial Dispute Act 1947 is not applicable upon the Opposite party No. 3. As such the reference order is illegal and without jurisdiction and is liable to be dismissed against the O.P. No. 3. M/s. Onkar Enterprises.
- (ii) Contractor is not an Industry as defined in section 2 (J) of the Industrial Disputes act 1947. Therefore the reference is illegal and without jurisdiction so far it relates to Opposite Party No. 3 as such is liable to be rejected against O.P. No. 03.
- (iii) The contract work awarded to the Opposite Party No. 03 was time bound. It was fully known to the applicant. Therefore the applicant has no locus standi to claim further work or challenge the disengagements as the project work came to an end by afflux of time.
- (iv) No cause of action arised on 31.12.2013 as the extended period of contract ended on 30.09.2013. It is submitted that after 30.09.2013 there was no contract in favour of respondent no. 03 contractor nor respondent no. 03 engaged any labour after 30.09.2013. In view of above submissions the reference order is illegal and without jurisdiction as such is liable to be rejected.
- (v) The applicant was employed on contractual basis as per the requirement of Respondent No. 01 and 02 and it was a time bound project as per requirement, need and desire of the respondent no. 01 and 02. Therefore the applicant is not entitled to any relief from the Respondent No. 03 as the contract has come to an end by afflux of time.
- (vi) The present reference under the Industrial Dispute Act, 1947 is bad and not maintainable under the law and on fact and is liable to be dismissed.
- (vii) The content of Para No. 01 of the statement of claim is wrong, baseless and misconceive hence not admitted. In reply it is submitted that the answering defendant/Party No. 3 was awarded the contract for 2 yrs w.e.f. 01 Sep 2009 to 31 Aug 2011. It was renewed from 01 Sep 2011 to 31 Aug 2013. Since the new contract was not finalized and Party No. 03 contracts was extended by one month more from 01 Sep, to 30 Sep 2013. It is further submitted that no cause of action arised on 31.12.2013 as the extended period of contract ended on 30.09.2013. It is submitted that after 30.09.2013 there was no contract in favour of respondent no. 03 contractor nor respondent no. 03 engaged any labour after 30.09.2013. In view of above submissions the reference order is illegal and without jurisdiction as such is liable to be rejected.
- (viii) The content of Para No. 02 of the statement of claim is wrong, baseless and misconceive hence not admitted. The applicant is put to strict proof of his contention. In reply is submitted that the work came to an automatic end on 30.09.2013 by afflux of time as the contract work was time bound.

After filing of above written statement filed by opposite party no. 1 & 2, rejoinder is also filed by applicant. In rejoinder, the applicant denied the averments of the written statement are stated as:

- (i) The statements in paragraphs II, III, IV, V, VI, VII, and VIII of the preliminary objections in the written statement are false, baseless, and flawed, and therefore unacceptable to the applicant. Opposite party No. 1 employed Opposite party No. 2 to carry out the work, and the plaintiff was made to work under their control and direction. Therefore, Opposite party No. 1 and 2 are the principal employers of the applicant and are responsible in this dispute. The Ministry of Labour, Government of India, New Delhi, after examining all the facts, statements, and records of the parties, has issued a reference order, which is proper and legal. The judgments cited by the defendants are not applicable to this dispute. The reference order has been sent to the Hon'ble Court for adjudication. The reference order cannot be reviewed by the Hon'ble Court.

- (ii) The statements in sub-paragraphs A, B, C, D, E, F, G, H, and I of paragraph 2 under the legal submissions in the written statement are false, baseless, and flawed, and therefore unacceptable. Opposite party No. 1 and 2 are the employers who appointed the applicant, and the service of applicant were utilized by opposite party No. 3 under their control and direction. Therefore, opposite party No. 1 and 2 are the principal employers and are responsible.
- (iii) The statements in paragraphs 1, 2, 3, 4, and 5 of the written statement are false, misleading, and contrary to the truth, and therefore unacceptable. The applicant was made to work by opposite party No. 1 and 2 under their control, direction, and premises through opposite party No. 3. Opposite party No. 1 and 2 are the principal employers; therefore, the entire responsibility for the dispute rests with opposite party No. 1 and 2.
- (iv) The statements made in paragraphs 11, 12, 13, 14, and 15 of the written statement are baseless, unfounded, and misleading, and therefore not acceptable. The work to be performed by the applicant is of a continuous nature and cannot be contracted out. For this reason, respondent No. 1 and 2 are solely responsible for the applicant's claim. The applicant reiterates and emphasizes the statements made in paragraphs 11 through 14 of the claim statement.
- (v) The remaining statements have been written to support false facts and are therefore unacceptable.

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- (ii) The reason for the delay in reinstatement has not been stated in the application submitted by the respondent, and therefore, the application is liable to be dismissed.
- (iii) The application for reinstatement has not been submitted on affidavit, and therefore, it is liable to be dismissed. Please dismiss it.
- (iv) No comment should be made on paragraphs 1, 2, and 3 of the written statement of opposite party no. 3 for reinstatement. The respondent should verify his or her statements.
- (v) The statements in paragraphs 4 and 5 are false, misleading, and baseless and are not valid. Because the respondent's application does not state when, on what date, and by whom they were informed of the dispute, it is therefore unreliable.
- (vi) The paragraphs of the written statement filed by opposite party no. 3 for restoration are false and baseless and cannot be accepted.

After that applicant filed some documents which is read as under:

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11. Photocopy of the payment details and attendance register for May 2013.
12. Photocopy of the list of security guards who received three months' payment (October, November, December 2013) from the Warehouse Management, related to the notice dated 21.01.2014.
13. Photocopy of the notice dated 05.07.2013 from Omkar Enterprises' supervisor, Tansen, regarding pressure to accept lower wages and a settlement related to ESI/PF.

14. Photocopy of the notice dated 11.07.2013 from Omkar Enterprises' supervisor, Tansen, regarding delayed payment.
15. Photocopy of the notice dated 13.07.2013 from Omkar Enterprises' supervisor, Tansen, regarding deposit of funds.

In rebuttal opposite party no. 1 & 2 filed documents which are read as under:

- (i) Certificate of Registration under sub sec. (2) of Sec. 7 of The Contract Labour (Regulation & Abolition) Act, 1970.
- (ii) Agreement dated 31st of August 2009 between Steel Authority of India Ltd., and M/s Onkar Enterprises 736, Sector 29, Noida, G.B. Nagar (U.P.)
- (iii) Letter dated 24.8.2011 extending the contract between Steel Authority of India Ltd., and Onkar Enterprises 736, Sector 29, Noida G.B. Nagar.
- (iv) Renewed up to date Certificate of Registration under Sub Sec. (2) of Sec. 7 of Contract Labour (Regulation & Abolition) Act, 1970 in favour of Steel Authority of India Ltd.
- (v) Letter dated 21.1.2014 of Warehouse Manager to LEO.
- (vi) Bills submitted by Onkar Enterprise from Oct. 2012 to Sep. 2013 to SAIL Warehouse, Panki, Kanpur.

As per reference the main question is whether the action of the management of Steel Authority of India Ltd., Kanpur/ M/s. Onkar enterprises, Noida in terminating the services of Sh. Shiv Ratan S/o Sh. Tulsi Ram w.e.f. 31.12.2013 is just, fair & legal? If not, what relief the workman is entitled to?

In claim statement claimant is requested that he was an employee from 2009 to 31.12.2013 without any break but from an oral order his services were terminated 31.12.2013. He was continuously in work from September, 2009 to 31.12.2013 that is against the labour Act, 1947, his payment was not done as per law, his nature of job is permanent as this reason his services cannot be terminated and after termination new appointment has been done by opposite party that is illegal and unfair.

As per written statement of opposite party number 1 & 2, that there was never and continuous to be no employee-employer relationship between the answering party and applicant. Contents of para 10 are denied, being incorrect. The opposite party number 3 Sh H S Boparai of M/s Onkar Enterprises, 736 Sector 29, Noida, on his own engaged the applicant apparently in terms of the contract dated 31.08.2009 between him and O.P. No. 1 & 2 concerning firefighting/surveillance.

The applicant version is misleading and misdirected and contrary to facts, no oral evidence has been filled by the applicant to prove his version. The service of the applicant was never taken by O.P. No. 1 & 2 from September, 2009 to 31.12.2013 as alleged. It is submitted that the applicant was neither appointed nor engaged by OP no. 1 & 2 at any point of time.

The Opposite party number 3 on his own engaged the applicant apparently in terms of the contract date 31.08.2009.

Opposite party number 3 requested that he is a contractor and not an employer as defined in section 2 G of the Industrial Dispute Act, 1947. The contract work awarded to the opposite party no. 3 was time bound, it is fully known to the applicant hence no any locus standi to claim further work or challenge the disengagement as the project work came to an end by afflux of time.

Applicant was employed on contractual basis as per the requirement of opposite party number 1 & 2 and it was a time bound project as per requirement, need and desire of the opposite party number 1 & 2.

Therefore applicant is not entitled to any relief and also requested that opposite party number 3 was awarded the contract from two years, first is 01.09.2009 to 31.08.2011 and it was renewed from 01.09.2011 to 31.08.2013. Since the new contract was not finalized and the contract was only extended by one month more from 01 September to 30.09.2013. Hence no cause of action arises on 31.12.2013, as the extended period of contact is ended on 30.09.2013. After 30.09.2013, there was no contract in favour of opposite party number 3, contractor/opposite party number 3 is engaged any labour after 30.09.2013.

The main question is in this reference that the applicant is an employee of opposite party number 1 and 2 and his termination of services on dated 31.12.2013 is just fair and legal.

As per question of employee of the applicant of opposite party number 1 and 2 no any oral evidence is filed by the applicant.

Opposite party number 1 and 2 never engaged him as an employee. Opposite party number 1 and 2 has filled documentary evidence as shown above, after showing those papers it is established and proved that applicant is never work as employee in organisation of opposite party number 1 and 2.

Now the question arises, how the applicant works in the organisation of opposite party numbers 1 and 2. The opposite party number 3 in our written statement stated as mentioned above, he was contractor of the said period and he engaged to applicant in those periods for some works but the contract was not extended from 30.09.2013. Hence there is no any question of termination of the applicant on 30.12.2013 because the contract was not extended after 30.09.2013.

Applicant was filled some documentary evidence. After the perusal of those documents, in September, 2009 he worked and after that in the year of 2009 he never worked because salary sheet and attendance register is submitted only in September 2009. In year 2010, applicant is worked in January, 2010 because applicant is also filed salary sheet and attendance register of January, 2010 and December, 2010. In year 2011 applicant worked in September, 2011 and December, 2011 because salary sheet and attendance register is filed of above month. In year 2012 applicant is worked in January 2012, March 2012, November 2012 and December 2012 because he is filed salary sheet and attendance register and in 2013 he worked in January 2013, May 2013 only.

As per provision of section 25 B of the ID Act, 1947 as follows:

25-B. Definition of continuous service—For the purposes of this Chapter- (1) a workmen shall be said to be in continuous service for a period if he is, for that period, in uninterrupted service, including service accident or a strike which is not illegal, or a lock-out or a cessation of work which may be interrupted on account of sickness or authorised leave of which is not due to any fault on the part of the workman;

(2) where a workman is not in continuous service within the mean of clause (1) for a period of one year or six months, he shall be deemed 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;

As per above provision he never worked in continuous 240 days as given in section 25 B of the said Act.

After above discussion and averment applicant is failed to prove as stated in his claim statement that he is employee of opposite party number 1 and 2 as principal employer, he had not given any oral evidence. By way of documentary evidence it is not proved that he is employee of as said in provision of industrial dispute Act.

In view of the foregoing discussion and in the given circumstance the reference stands disposed of as of 'NIL' award.

Reference is answered accordingly.

Parties are left to bear their respective costs.

Date: 03.02.2026

Shri RAJENDRA PRASAD SRIVASTAVA, H.J.S. (Retd.), Presiding Officer

नई दिल्ली, 25 जून, 2026

का.आ. 1354.— औद्योगिक विवाद अधिनियम (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार हिंदुस्तान पेट्रोलियम कॉर्पोरेशन लिमिटेड; मेसर्स प्रताप सिंह सिक्योरिटी एजेंसी के प्रबंधन के संबद्ध नियोजकों और सुश्री रीता देवी के बीच अनुबंध में निर्दिष्ट केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, कानपुर, पंचाट (रिफरेन्स नं.- 41/2022) को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 25.06.2026 को प्राप्त हुआ था।

[सं. जेड -16025/04/2026-आईआर(एम)-77]

सलोनी, उप निदेशक

New Delhi, the 25th June, 2026

S.O. 1354.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (**Reference No. 41/2022**) of the **Central Government Industrial Tribunal cum Labour Court, Kanpur** as shown in the Annexure, in the Industrial dispute between the employers in relation to **Hindustan Petroleum Corporation Limited; M/s Pratap Singh Security Agency** and **Ms. Rita Devi** which was received along with soft copy of the award by the Central Government on 25.06.2026.

[F. No. Z-16025/04/2026-IR(M)-77]

SALONI, Dy. Director

ANNEXURE
THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT,
KANPUR
ID Case No. 41 of 2022

Present Shri Rajendra Prasad Srivastava, H.J.S (Retd.)

Between:-

Ms. Rita Devi D/o Shri Raja Ram, Village Mainthana, Post Satiha, Distt. Kanpur Dehat-209121(U.P)

.....Workman

AND

1. The Deputy General Manager, Rewari Kanpur Pipeline Project, Hindustan Petroleum Corporation Limited, Pipeline Department 8th Floor, North Tower Scope Minar, District Centre, Laxmi Nagar, Delhi-110092.
2. The Chief Installation Manager, Hindustan Petroleum Corporation Limited, Kanpur Terminal, Rajpur Gajner Road, Village Rasoolpur Gogomau, Tehsil-Akbarpur, Kanpur Dehat-209121.
3. M/s Pratap Singh Security Agency, Shop No. 176, 1st Floor, Harsh City Mall, Shakti Khand-2, Indirapuram, Ghaziabad-201014

.....Management

AWARD

06.02.2026

Office of the Dy. chief labour commissioner (central), vide order no. K-10/2-4/2022-IR dated 12.05.2022 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 sub-section(5) of Section 12 read with sub-section (2A) of Section 10 of the Industrial Disputes Act, 1947(14 of 1947) on the Central Government and Delegated to the undersigned in pursuance of the Notifications of the Government of India, in the Ministry of Labour & Employment published in the Gazette of India, Extraordinary Part II, Section 3, Sub-Section (ii) vide S.O 1262 (E) and 1263(E) both dated 17.03.2023 the Office of the Dy. Chief Labour Commissioner (Central) hereby refers the said dispute for adjudication to the Central Government Industrial Tribunal-cum-Labour Court, Kanpur. The Reference is stated as follows:-

“Whether the demand of Smt. Rita Devi for reinstatement of her services with M/s Pratap Singh Security Agency, a contractor engaged by the management of HPCL, Kanpur Terminal, Rasoolpur, Gogomau is legal and justified? If not, to what relief the workman is entitled to and from which date?”

After receiving the reference the Tribunal issued notice on 13.05.2022 and fixed date for filing claim statement for 21.06.2022. 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 29.07.2022, 30.09.2022, 30.11.2022, 24.01.2023, 11.04.2023, 16.06.2023, 08.09.2023, 02.11.2023, 11.12.2023, 15.02.24, 23.04.2024, 10.07.2024,10.10.2024. On 13.12.2024 it had been noticed by my predecessor that despite case being fixed on 12.05.2022 for filing claim statement no claim statement was filed and accordingly one most opportunity was granted to file claim statement. Later more opportunities like 12.02.2025, 07.05.2025, 06.08.2025, 06.11.2025, 06.02.2026 were further provided for filing claim statement. Even after all these opportunities the workman failed to file claim statement. A second notice was issued on 01.04.2025 for appearing on 06.02.2026 as last opportunity but again workman failed to register his presence before the Tribunal.

On behalf of management HPCL, a preliminary objection has been filed on 30.11.2022 and respectfully submitted that:-

The present claim application is legally not maintainable on the ground that the claimant was never issued any appointment letter nor paid wages by M/s Hindustan Petroleum Corporation Limited at any point of time. Thus no relationship of employer and employee exists between at any point of time under Industrial Dispute Act, 1947. The present claim application is legally not maintainable on the ground of provisions mentioned under section 2(oo) of Industrial Disputes Act, 1947 as applicant Ms Rita Devi was working under contract with M/s Pratap Singh Security Agency and there is no relation of employee and employer with HPCL. As applicant Ms Rita Devi was working under

contract with M/s Pratap Singh Security Agency and there is no relation of employee and employer with HPCL and thus the present claim application is without jurisdiction. Further it is also stated by O.P management that the present claim is not maintainable on the ground that admittedly the claimant was a contract labour and engaged through contractor i.e. M/s Pratap Singh Security Agency, respondent no.1. Thus the provisions of the Contract Labour (Regulation and Abolition) Act, 1970 would be applicable in the present alleged dispute rather than provisions of Industrial Disputes Act, 1947. Further on behalf of management it is prayed that this Hon'ble Court may be pleased to consider the present legal objection and decide the same in accordance with law in the interest of justice.

On 06.02.2026 the case was reserved for final award.

On perusal of record it is found that claimant failed to submit claim statement 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: 06.02.2026

Shri RAJENDRA PRASAD SRIVASTAVA, H.J.S (Retd.) Presiding Officer

नई दिल्ली, 25 जून, 2026

का.आ. 1355.— औद्योगिक विवाद अधिनियम (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार स्टील अथॉरिटी ऑफ़ इंडिया लिमिटेड; मेसर्स ओंकार एंटरप्राइजेज के प्रबंधन के संबंध में नियोजकों और श्री सुरेश चंद्र पाल के बीच अनुबंध में निर्दिष्ट केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, कानपुर, पंचाट (रिफरेन्स नं.- 38/2015) को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 25.06.2026 को प्राप्त हुआ था।

[सं. एल-26012/10/2015-आईआर(एम)]

सलोनी, उप निदेशक

New Delhi, the 25th June, 2026

S.O. 1355.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (**Reference No. 38/2015**) of the **Central Government Industrial Tribunal cum Labour Court, Kanpur** as shown in the Annexure, in the Industrial dispute between the employers in relation to **Steel Authority of India Ltd; M/s Onkar Enterprises** and **Shri Suresh Chandra Pal** which was received along with soft copy of the award by the Central Government on 25.06.2026.

[F. No. L-26012/10/2015-IR(M)]

SALONI, Dy. Director

ANNEXURE

THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, KANPUR

ID Case No. 38 of 2015

Present Shri Rajendra Prasad Srivastava, H.J.S. (Retd.)

Shri Suresh Chandra Pal S/o Late Chhotey Lal,
C/o Shri Rajendra Prasad Shukla,
115/193 A-2, Maswanpur, Post- Rawatpur,
Kanpur (U.P.)- 208019

.....Workman

Vs.

1. The Chief Manager, Steel Authority of India Ltd., H.No. 16/98, LIC Building, Mall Road, Kanpur (U.P.)- 208001.
2. The Warehouse Manager, Steel Authority of India Ltd., Stock Yard, Panki, Kanpur (U.P.)- 208020.
3. Col. H.S. Boparai, Proprietor, M/s Onkar Enterprises, 736, Sector- 29, Noida (U.P.).

.....Management

JUDGMENT**(Passed on this 3rd day of February, 2026)**

As per reference letter dated 19/06/2015 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-26012/10/2015 (IR(M) dt. 19.06.2015. The dispute under reference relates to:

" Whether the action of the management of Steel Authority of India Ltd., Kanpur/M/s. Onkar enterprises, Noida in terminating the services of Sh. Suresh Chandra Pal S/o Late Chhote Lal w.e.f. 31.12.2013 is just, fair & legal? If not, what relief the workman is entitled to?"

Claimant/workman Shri Suresh Chandra Pal (hereinafter stated as the claimant) has filed the statement of claim with averments which may be concisely stated as hereunder:

1. The applicant was continuously employed as a gunman and security guard from 2009 until the morning of December 31, 2013, under the direction of the employers. However, his services were terminated on the evening of December 31, 2013, through a verbal order.
2. The third party was authorized to conduct inspections and confirmations to ensure compliance with the directions of the first and second respondents, and the security work was carried out and is still being performed.
3. The applicant was employed informally from September 1, 2009, to December 31, 2013. The third party was also appointed through the first and second parties, and this appointment resulted in a violation of the petitioner's rights under the Labour Act, 1947. The applicant was deprived of his earned wages, including overtime pay, which was not paid according to the rules. This was also protested by the petitioner.
4. It is submitted that the applicant was not paid the amount due to him as per the rules. Two types of documents were used for obtaining signatures. If any objection was raised, the employee was dismissed and deprived of his service, which constitutes a violation of the rights granted under the Education Act of 1947 and 1948. This persistent and unwavering harassment is unjust and illegal.
5. It is further submitted that the employer/defendant parties did not give the applicant any opportunity to complain throughout his entire period of service, nor were any charges levelled against him. Despite this, his dismissal and deprivation of service is unjust and illegal.
6. The service of applicant in this case, which was terminated on 31-12-2013, is unjust and illegal. No notice pay or compensation was given. The service was terminated verbally, even though the petitioner is entitled to all due payments.
7. It is requested that an order be passed directing the restoration of service continuity under the Industrial Disputes Act, 1947, and awarding compensation for the period of unemployment, severance pay, and other previously unpaid dues, including bonuses.

Respondent No. 1 and 2 had submitted the written statement with averments which may be summarized as stated below:

1. It is submitted that there never was and continues to be no employee-employer relationship between the Opposite Party No 1 & 2 -Steel Authority of India Ltd and the Applicant. However, contrary to this AR fact, and even before adjudication on merits can be concluded on whether there exists any employee-employer relationship or not, the order dated 19.6.2015 has erroneously declared the applicant to be a workman of the Opposite Party No 1 & 2. The impugned order of reference dated 19.6.2015 is therefore bad in law, biased, arbitrary, and thus liable to be quashed.
2. The words used in the order of reference dated 19.6.2015 state that the Govt. is of the opinion about existence of an Industrial dispute between the management of Steel Authority of India Ltd and its workmen.

In the absence of any finding on facts, the Govt. has already formed an opinion declaring the Applicant to be a workman of the Opposite Party No 1 & 2. False presumptions have thus been drawn in the order dated 19.6.2015, thereby making it liable to be quashed being based on conjectures and assumptions. Whereas, the fact is that there never was/ nor is any employee-employer relationship between the Opposite Party No 1 & 2 Steel Authority of India Ltd and the Applicant.

3. The reference order dated 19.6.2015 states about existence of an Industrial dispute between the management of Steel Authority of India Ltd and its workmen, which renders the impugned reference order ambiguous, self-contradictory and evasive.
4. The reasons on the basis of which the Central Government has formed its opinion about existence of industrial dispute is conspicuously missing in the impugned reference order dated 19.6.2015, thereby rendering it liable to be quashed.
5. The said order is inconsistent to the finding of Hon'ble Apex Court in a case between M/S Swadeshi Cotton Mills and Industrial Tribunal II reported in (1950-67) S.C.L.J page No.3891.
6. The Central Government has not applied its mind diligently in as much that it has miserably failed to consider the principles laid down by the Hon'ble Apex Court in a case between Secretary, State of Karnataka v/s Uma Devi reported in 2006 (109) FLR 826, and subsequently in another case between Union of India and others v/s Varteak Labour Union reported in 2011(129) FLR 500, wherein it has been categorically held that daily wagers, casual and contract labourers have no lien in the employment in public sectors.
7. The Schedule contained in the reference order dated 19.6.2015 shows that a final finding has already been reached about the applicant working with the establishment of O.P. No. 1 & 2 and that his services have been terminated by it. Such a final finding is incorrect and against the law, since it has been reached much before this Tribunal has even heard the alleged claim of the applicant and before hearing the response of the opposite parties. Thus the Schedule in the order dated 19.6.2015 be rejected, and the reference order itself is liable to be rejected.
8. The Central Government has not applied its mind diligently as it has not considered the factual submissions made by the O.P. No. 1 & 2 during conciliation proceedings, that no employee-employer relationship ever existed between the Opposite Party No 1 & 2 Steel Authority of India Ltd and the Applicant, but has on the contrary referred the matter to this Tribunal, and in a very casual manner.
9. The allegations in para 1 being concocted, misleading, misdirected and contrary to facts, are thus emphatically denied. No documents have been enclosed by the applicant to prove the allegations; the applicant is thus put to strict proof of his allegations. The service of the applicant was never taken by O.P. No. 1 or 2 from 2009 to 31.12.2013, as alleged. It is submitted that the applicant was neither appointed nor engaged by the O.P. No. 1 or 2 at any point of time whatsoever. The O.P. No 3, Sh HS Boparai of M/S Onkar Enterprises, 736 sector 29, Noida, on his own engaged the applicant apparently in terms of the contract dated 31.8.2009 between him and O.P. No 1 and 2 concerning firefighting/surveillance. Accordingly, it is essential and in the interest of justice that the opp. Party No.3 be directed to file its response.
10. The applicant was the worker of the O.P. No. 3, Sh H S Boparai of M/s Onkar Enterprises, 736 Sector- 29, Noida.
11. The applicant is not entitled to any relief in the present reference.

Respondent No. 3 has submitted the written statement with averments which may be summarized as stated below:

- (i) The Opposite Party No. 3 M/s. Onkar Enterprises is a contractor and is not an employer as defined in Section 2(g) of the Industrial Dispute Act 1947. Therefore the Industrial Dispute Act 1947 is not applicable upon the Opposite party No. 3. As such the reference order is illegal and without jurisdiction and is liable to be dismissed against the O.P. No. 3. M/s. Onkar Enterprises.
- (ii) Contractor is not an Industry as defined in section 2 (J) of the Industrial Disputes act 1947. Therefore the reference is illegal and without jurisdiction so far it relates to Opposite Party No. 3 as such is liable to be rejected against O.P. No. 03.
- (iii) The contract work awarded to the Opposite Party No. 03 was time bound. It was fully known to the applicant. Therefore the applicant has no locus standi to claim further work or challenge the disengagements as the project work came to an end by afflux of time.
- (iv) No cause of action arised on 31.12.2013 as the extended period of contract ended on 30.09.2013. It is submitted that after 30.09.2013 there was no contract in favour of respondent no. 03 contractor nor respondent no. 03 engaged any labour after 30.09.30113. In view of above submissions the reference order is illegal and without jurisdiction as such is liable to be rejected.

- (v) The applicant was employed on contractual basis as per the requirement of Respondent No. 01 and 02 and it was a time bound project as per requirement, need and desire of the respondent no. 01 and 02. Therefore the applicant is not entitled to any relief from the Respondent No. 03 as the contract has come to an end by afflux of time.
- (vi) The present reference under the Industrial Dispute Act, 1947 is bad and not maintainable under the law and on fact and is liable to be dismissed.
- (vii) The content of Para No. 01 of the statement of claim is wrong, baseless and misconceive hence not admitted. In reply it is submitted that the answering defendant/Party No. 3 was awarded the contract for 2 yrs w.e.f. 01 Sep 2009 to 31 Aug 2011. It was renewed from 01 Sep 2011 to 31 Aug 2013. Since the new contract was not finalized and Party No. 03 contracts was extended by one month more from 01 Sep, to 30 Sep 2013. It is further submitted that no cause of action arised on 31.12.2013 as the extended period of contract ended on 30.09.2013. It is submitted that after 30.09.2013 there was no contract in favour of respondent no. 03 contractor nor respondent no. 03 engaged any labour after 30.09.2013. In view of above submissions the reference order is illegal and without jurisdiction as such is liable to be rejected.
- (viii) The content of Para No. 02 of the statement of claim is wrong, baseless and misconceive hence not admitted. The applicant is put to strict proof of his contention. In reply is submitted that the work came to an automatic end on 30.09.2013 by afflux of time as the contract work was time bound.

After filing of above written statement filed by opposite party no. 1 & 2, rejoinder is also filed by applicant. In rejoinder, the applicant denied the averments of the written statement are stated as:

- (i) The statements in paragraphs II, III, IV, V, VI, VII, and VIII of the preliminary objections in the defendant's written statement are false, baseless, and flawed, and therefore unacceptable to the applicant. Opposite party No. 1 employed Opposite party No. 2 to carry out the work, and the plaintiff was made to work under their control and direction. Therefore, Opposite party No. 1 and 2 are the principal employers of the applicant and are responsible in this dispute. The Ministry of Labour, Government of India, New Delhi, after examining all the facts, statements, and records of the parties, has issued a reference order, which is proper and legal. The judgments cited by the defendants are not applicable to this dispute. The reference order has been sent to the Hon'ble Court for adjudication. The reference order cannot be reviewed by the Hon'ble Court.
- (ii) The statements in sub-paragraphs A, B, C, D, E, F, G, H, and I of paragraph 2 under the legal submissions in the written statement are false, baseless, and flawed, and therefore unacceptable. Opposite party No. 1 and 2 are the employers who appointed the applicant, and the service of applicant were utilized by opposite party No. 3 under their control and direction. Therefore, opposite party No. 1 and 2 are the principal employers and are responsible.
- (iii) The statements in paragraphs 1, 2, 3, 4, and 5 of the written statement are false, misleading, and contrary to the truth, and therefore unacceptable. The applicant was made to work by opposite party No. 1 and 2 under their control, direction, and premises through opposite party No. 3. Opposite party No. 1 and 2 are the principal employers; therefore, the entire responsibility for the dispute rests with opposite party No. 1 and 2.
- (iv) The statements made in paragraphs 11, 12, 13, 14, and 15 of the written statement are baseless, unfounded, and misleading, and therefore not acceptable. The work to be performed by the applicant is of a continuous nature and cannot be contracted out. For this reason, respondent No. 1 and 2 are solely responsible for the applicant's claim. The applicant reiterates and emphasizes the statements made in paragraphs 11 through 14 of the claim statement.
- (v) The remaining statements have been written to support false facts and are therefore unacceptable.

After filing of above written statement filed by opposite party no. 3, rejoinder is also filed by applicant. In rejoinder, the applicant denied the averments of the written statement are stated as:

- (i) The Application filed by opposite party no. 2 dated 30-06-2017 is time-barred. According to the Act, the application should have been filed within 35 days of the ex-parte order. However, the application has been filed eight months later, and is liable to be dismissed. Orders for dismissal should be given.
- (ii) The reason for the delay in reinstatement has not been stated in the application submitted by the respondent, and therefore, the application is liable to be dismissed.

- (iii) The application for reinstatement has not been submitted on affidavit, and therefore, it is liable to be dismissed. Please dismiss it.
- (iv) No comment should be made on paragraphs 1, 2, and 3 of the written statement of opposite party no. 3 for reinstatement. The respondent should verify his or her statements.
- (v) The statements in paragraphs 4 and 5 are false, misleading, and baseless and are not valid. Because the respondent's application does not state when, on what date, and by whom they were informed of the dispute, it is therefore unreliable.
- (vi) The paragraphs of the written statement filed by opposite party no. 3 for restoration are false and baseless and cannot be accepted.

After that applicant filed some documents which is read as under:

1. Photocopy of the consultation order dated 30.12.2013 from the Assistant Labour Commissioner's office.
2. Photocopy of the payment details and attendance register for September 2009.
3. Photocopy of the payment details and attendance register for January 2010.
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8. Photocopy of the payment details and attendance register for March 2012.
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In rebuttal opposite party no. 1 & 2 filed documents which are read as under:

- (i) Certificate of Registration under sub sec. (2) of Sec. 7 of The Contract Labour (Regulation & Abolition) Act, 1970.
- (ii) Agreement dated 31st of August 2009 between Steel Authority of India Ltd., and M/s Onkar Enterprises 736, Sector 29, Noida, G.B. Nagar (U.P.)
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- (vi) Bills submitted by Onkar Enterprise from Oct. 2012 to Sep. 2013 to SAIL Warehouse, Panki, Kanpur.

As per reference the main question is whether the action of the management of Steel Authority of India Ltd., Kanpur/ M/s. Onkar enterprises, Noida in terminating the services of Sh. Suresh Chandra Pal S/o Late Chhote Lal w.e.f. 31.12.2013 is just, fair & legal? If not, what relief the workman is entitled to?

In claim statement claimant is requested that he was an employee from 2009 to 31.12.2013 without any break but from an oral order his services were terminated 31.12.2013. He was continuously in work from September, 2009 to 31.12.2013 that is against the labour Act, 1947, his payment was not done as per law, his nature of job is permanent

as this reason his services cannot be terminated and after termination new appointment has been done by opposite party that is illegal and unfair.

As per written statement of opposite party number 1 & 2, that there was never and continuous to be no employee-employer relationship between the answering party and applicant. Contents of para 10 are denied, being incorrect. The opposite party number 3 Sh H S Boparai of M/s Onkar Enterprises, 736 Sector 29, Noida, on his own engaged the applicant apparently in terms of the contract dated 31.08.2009 between him and O.P. No. 1 & 2 concerning firefighting/surveillance.

The applicant version is misleading and misdirected and contrary to facts, no oral evidence has been filled by the applicant to prove his version. The service of the applicant was never taken by O.P. No. 1 & 2 from September, 2009 to 31.12.2013 as alleged. It is submitted that the applicant was neither appointed nor engaged by OP no. 1 & 2 at any point of time.

The Opposite party number 3 on his own engaged the applicant apparently in terms of the contract date 31.08.2009.

Opposite party number 3 requested that he is a contractor and not an employer as defined in section 2 G of the Industrial Dispute Act, 1947. The contract work awarded to the opposite party no. 3 was time bound, it is fully known to the applicant hence no any locus standi to claim further work or challenge the disengagement as the project work came to an end by afflux of time.

Applicant was employed on contractual basis as per the requirement of opposite party number 1 & 2 and it was a time bound project as per requirement, need and desire of the opposite party number 1 & 2.

Therefore applicant is not entitled to any relief and also requested that opposite party number 3 was awarded the contract from two years, first is 01.09.2009 to 31.08.2011 and it was renewed from 01.09.2011 to 31.08.2013. Since the new contract was not finalized and the contract was only extended by one month more from 01 September to 30.09.2013. Hence no cause of action arises on 31.12.2013, as the extended period of contact is ended on 30.09.2013. After 30.09.2013, there was no contract in favour of opposite party number 3, contractor/opposite party number 3 is engaged any labour after 30.09.2013.

The main question is in this reference that the applicant is an employee of opposite party number 1 and 2 and his termination of services on dated 31.12.2013 is just fair and legal.

As per question of employee of the applicant of opposite party number 1 and 2 no any oral evidence is filed by the applicant.

Opposite party number 1 and 2 never engaged him as an employee. Opposite party number 1 and 2 has filled documentary evidence as shown above, after showing those papers it is established and proved that applicant is never work as employee in organisation of opposite party number 1 and 2.

Now the question arises, how the applicant works in the organisation of opposite party numbers 1 and 2. The opposite party number 3 in our written statement stated as mentioned above, he was contractor of the said period and he engaged to applicant in those periods for some works but the contract was not extended form 30.09.2013. Hence there is no any question of termination of the applicant on 30.12.2013 because the contract was not extended after 30.09.2013.

Applicant was filled from paper number 6/1 some documentary evidence. After the perusal of those documents, in September, 2009 he worked and after that in the year of 2009 he never worked because salary sheet and attendance register is submitted only in September 2009. In year 2010, applicant is worked in January, 2010 because applicant is also filed salary sheet and attendance register of January, 2010 and December, 2010. In year 2011 applicant worked in September, 2011 and December, 2011 because salary sheet and attendance register is filed of above month. In year 2012 applicant is worked in January 2012, March 2012, November 2012 and December 2012 because he is filed salary sheet and attendance register and in 2013 he worked in January 2013, May 2013 only.

As per provision of section 25 B of the ID Act, 1947 as follows:

25-B. Definition of continuous service-For the purposes of this Chapter- (1) a workmen shall be said to be in continuous service for a period if he is, for that period, in uninterrupted service, including service accident or a strike which is not illegal, or a lock-out or a cessation of work which may be interrupted on account of sickness or authorised leave of which is not due to any fault on the part of the workman;

(2) where a workman is not in continuous service within the mean of clause (1) for a period of one year or six months, he shall be deemed 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;

As per above provision he never worked in continuous 240 days as given in section 25 B of the said Act.

After above discussion and averment applicant is failed to prove as stated in his claim statement that he is employee of opposite party number 1 and 2 as principal employer, he had not given any oral evidence. By way of documentary evidence it is not proved that he is employee of as said in provision of industrial dispute Act.

In view of the foregoing discussion and in the given circumstance the reference stands disposed of as of 'NIL' award.

Reference is answered accordingly.

Parties are left to bear their respective costs.

Date: 03.02.2026

Shri Rajendra Prasad Srivastava, H.J.S. (Retd.), Presiding Officer

नई दिल्ली, 25 जून, 2026

का.आ. 1356.— औद्योगिक विवाद अधिनियम (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार स्टील अथॉरिटी ऑफ इंडिया लिमिटेड; मेसर्स ओंकार एंटरप्राइजेज के प्रबंधन के संबद्ध नियोजकों और श्री श्याम मनोहर के बीच अनुबंध में निर्दिष्ट केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, कानपुर, पंचाट (रिफरेन्स नं.- 39/2015) को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 25.06.2026 को प्राप्त हुआ था।

[सं. एल-26012/9/2015-आईआर(एम)]

सलोनी, उप निदेशक

New Delhi, the 25th June, 2026

S.O. 1356.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Reference No. 39/2015) of the **Central Government Industrial Tribunal cum Labour Court, Kanpur** as shown in the Annexure, in the Industrial dispute between the employers in relation to **Steel Authority of India Ltd; M/s Onkar Enterprises** and **Shri Shyam Manohar** which was received along with soft copy of the award by the Central Government on 25.06.2026.

[No. L-26012/9/2015-IR(M)]

SALONI, Dy. Director

ANNEXURE

THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, KANPUR

ID Case No. 39 of 2015

Present Shri Rajendra Prasad Srivastava, H.J.S. (Retd.)

Shri Shyam Manohar S/o Late Pati Ram,
C/O Shri Rajendra Prasad Shukla,
115/193 A-2, Maswanpur, Post- Rawatpur,
Kanpur (U.P.)- 208019.

.....Workman

Vs.

1. The Chief Manager, Steel Authority of India Ltd., H.No. 16/98, LIC Building, Mall Road, Kanpur (U.P.)- 208001.
2. The Warehouse Manager, Steel Authority of India Ltd., Stock Yard, Panki, Kanpur (U.P.)- 208020.
3. Col. H.S. Boparai, Proprietor, M/s Onkar Enterprises, 736, Sector- 29, Noida (U.P.).

.....Management

JUDGMENT**(Passed on this 3rd day of February, 2026)**

As per reference letter dated 19/06/2015 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-26012/9/2015 (IR(M) dt. 19.06.2015. The dispute under reference relates to:

" Whether the action of the management of Steel Authority of India Ltd., Kanpur/M/s. Onkar enterprises, Noida in terminating the services of Sh. Shyam Manohar Singh S/o Late Pati Ram w.e.f. 31.12.2013 is just, fair & legal? If not, what relief the workman is entitled to?"

Claimant/workman Shri Shyam Manohar Singh (hereinafter stated as the claimant) has filed the statement of claim with averments which may be concisely stated as hereunder:

1. The applicant was continuously employed as a gunman and security guard from 12.03.2012 until the morning of December 31, 2013, under the direction of the employers. However, his services were terminated on the evening of December 31, 2013, through a verbal order.
2. The third party was authorized to conduct inspections and confirmations to ensure compliance with the directions of the first and second respondents, and the security work was carried out and is still being performed.
3. The applicant was employed informally from March 12, 2012, to December 31, 2013. The third party was also appointed through the first and second parties, and this appointment resulted in a violation of the petitioner's rights under the Labour Act, 1947. The applicant was deprived of his earned wages, including overtime pay, which was not paid according to the rules. This was also protested by the petitioner.
4. It is submitted that the applicant was not paid the amount due to him as per the rules. Two types of documents were used for obtaining signatures. If any objection was raised, the employee was dismissed and deprived of his service, which constitutes a violation of the rights granted under the Education Act of 1947 and 1948. This persistent and unwavering harassment is unjust and illegal.
5. It is further submitted that the employer/defendant parties did not give the applicant any opportunity to complain throughout his entire period of service, nor were any charges levelled against him. Despite this, his dismissal and deprivation of service is unjust and illegal.
6. The service of applicant in this case, which was terminated on 31-12-2013, is unjust and illegal. No notice pay or compensation was given. The service was terminated verbally, even though the petitioner is entitled to all due payments.
7. It is requested that an order be passed directing the restoration of service continuity under the Industrial Disputes Act, 1947, and awarding compensation for the period of unemployment, severance pay, and other previously unpaid dues, including bonuses.

Respondent No. 1 and 2 had submitted the written statement with averments which may be summarized as stated below:

1. It is submitted that there never was and continues to be no employee-employer relationship between the Opposite Party No 1 & 2 -Steel Authority of India Ltd and the Applicant. However, contrary to this AR fact, and even before adjudication on merits can be concluded on whether there exists any employee-employer relationship or not, the order dated 19.6.2015 has erroneously declared the applicant to be a UP workman of the Opposite Party No 1 & 2. The impugned order of reference dated 19.6.2015 is therefore bad in law, biased, arbitrary, and thus liable to be quashed.
2. The words used in the order of reference dated 19.6.2015 state that the Govt. is of the opinion about existence of an Industrial dispute between the management of Steel Authority of India Ltd and its workmen. In the absence of any finding on facts, the Govt has already formed an opinion declaring the Applicant to be a workman of the Opposite Party No 1 & 2. False presumptions have thus been drawn in the order dated 19.6.2015, thereby making it liable to be quashed being based on conjectures and assumptions. Whereas, the fact is that there never was/ nor is any employee-employer relationship between the Opposite Party No 1 & 2 Steel Authority of India Ltd and the Applicant.
3. The reference order dated 19.6.2015 states about existence of an Industrial dispute between the management of Steel Authority of India Ltd and its workmen, which renders the impugned reference order ambiguous, self-contradictory and evasive.
4. The reasons on the basis of which the Central Government has formed its opinion about existence of industrial dispute is conspicuously missing in the impugned reference order dated 19.6.2015, thereby rendering it liable to be quashed.

5. The said order is inconsistent to the finding of Hon'ble Apex Court in a case between M/S Swadeshi Cotton Mills and Industrial Tribunal II reported in (1950-67) S.C.L.J page No.3891.
6. The Central Government has not applied its mind diligently in as much that it has miserably failed to consider the principles laid down by the Hon'ble Apex Court in a case between Secretary, State of Karnataka v/s Uma Devi reported in 2006 (109) FLR 826, and subsequently in another case between Union of India and others v/s Varteak Labour Union reported in 2011(129) FLR 500, wherein it has been categorically held that daily wagers, casual and contract labourers have no lien in the employment in public sectors.
7. The Schedule contained in the reference order dated 19.6.2015 shows that a final finding has already been reached about the applicant working with the establishment of O.P. No. 1 & 2 and that his services have been terminated by it. Such a final finding is incorrect and against the law, since it has been reached much before this Tribunal has even heard the alleged claim of the applicant and before hearing the response of the opposite parties. Thus the Schedule in the order dated 19.6.2015 be rejected, and the reference order itself is liable to be rejected.
8. The Central Government has not applied its mind diligently as it has not considered the factual submissions made by the O.P. No. 1 & 2 during conciliation proceedings, that no employee-employer relationship ever existed between the Opposite Party No 1 & 2 Steel Authority of India Ltd and the Applicant, but has on the contrary referred the matter to this Tribunal, and in a very casual manner.
9. The allegations in para 1 being concocted, misleading, misdirected and contrary to facts, are thus emphatically denied. No documents have been enclosed by the applicant to prove the allegations; the applicant is thus put to strict proof of his allegations. The service of the applicant was never taken by O.P. No. 1 or 2 from date as applicant stated in our claim statement to 31.12.2013, as alleged. It is submitted that the applicant was neither appointed nor engaged by the O.P. No. 1 or 2 at any point of time whatsoever. The O.P. No 3, Sh HS Boparai of M/S Onkar Enterprises, 736 sector 29, Noida, on his own engaged the applicant apparently in terms of the contract dated 31.8.2009 between him and O.P. No 1 and 2 concerning firefighting/surveillance. Accordingly, it is essential and in the interest of justice that the opp. Party No.3 be directed to file its response.
10. The applicant was the worker of the O.P. No. 3, Sh H S Boparai of M/s Onkar Enterprises, 736 Sector- 29, Noida.
11. The applicant is not entitled to any relief in the present reference.

Respondent No. 3 has submitted the written statement with averments which may be summarized as stated below:

- (i) The Opposite Party No. 3 M/s. Onkar Enterprises is a contractor and is not an employer as defined in Section 2(g) of the Industrial Dispute Act 1947. Therefore the Industrial Dispute Act 1947 is not applicable upon the Opposite party No. 3. As such the reference order is illegal and without jurisdiction and is liable to be dismissed against the O.P. No. 3. M/s. Onkar Enterprises.
- (ii) Contractor is not an Industry as defined in section 2 (J) of the Industrial Disputes act 1947. Therefore the reference is illegal and without jurisdiction so far it relates to Opposite Party No. 3 as such is liable to be rejected against O.P. No. 03.
- (iii) The contract work awarded to the Opposite Party No. 03 was time bound. It was fully known to the applicant. Therefore the applicant has no locus standi to claim further work or challenge the disengagements as the project work came to an end by afflux of time.
- (iv) No cause of action arised on 31.12.2013 as the extended period of contract ended on 30.09.2013. It is submitted that after 30.09.2013 there was no contract in favour of respondent no. 03 contractor nor respondent no. 03 engaged any labour after 30.09.2013. In view of above submissions the reference order is illegal and without jurisdiction as such is liable to be rejected.
- (v) The applicant was employed on contractual basis as per the requirement of Respondent No. 01 and 02 and it was a time bound project as per requirement, need and desire of the respondent no. 01 and 02. Therefore the applicant is not entitled to any relief from the Respondent No. 03 as the contract has come to an end by afflux of time.
- (vi) The present reference under the Industrial Dispute Act, 1947 is bad and not maintainable under the law and on fact and is liable to be dismissed.
- (vii) The content of Para No. 01 of the statement of claim is wrong, baseless and misconceive hence not admitted. In reply it is submitted that the answering defendant/Party No. 3 was awarded the contract for 2 yrs w.e.f. 01 Sep 2009 to 31 Aug 2011. It was renewed from 01 Sep 2011 to 31 Aug 2013. Since the new contract was not finalized and Party No. 03 contracts was extended by one month more from 01 Sep, to 30 Sep 2013. It is further submitted that no cause of action arised on 31.12.2013 as the extended

period of contract ended on 30.09.2013. It is submitted that after 30.09.2013 there was no contract in favour of respondent no. 03 contractor nor respondent no. 03 engaged any labour after 30.09.2013. In view of above submissions the reference order is illegal and without jurisdiction as such is liable to be rejected.

- (viii) The content of Para No. 02 of the statement of claim is wrong, baseless and misconceive hence not admitted. The applicant is put to strict proof of his contention. In reply is submitted that the work came to an automatic end on 30.09.2013 by afflux of time as the contract work was time bound.

After filing of above written statement filed by opposite party no. 1 & 2, rejoinder is also filed by applicant. In rejoinder, the applicant denied the averments of the written statement are stated as:

- (i) The statements in paragraphs II, III, IV, V, VI, VII, and VIII of the preliminary objections in the written statement are false, baseless, and flawed, and therefore unacceptable to the applicant. Opposite party No. 1 employed Opposite party No. 2 to carry out the work, and the plaintiff was made to work under their control and direction. Therefore, Opposite party No. 1 and 2 are the principal employers of the applicant and are responsible in this dispute. The Ministry of Labour, Government of India, New Delhi, after examining all the facts, statements, and records of the parties, has issued a reference order, which is proper and legal. The judgments cited by the defendants are not applicable to this dispute. The reference order has been sent to the Hon'ble Court for adjudication. The reference order cannot be reviewed by the Hon'ble Court.
- (ii) The statements in sub-paragraphs A, B, C, D, E, F, G, H, and I of paragraph 2 under the legal submissions in the written statement are false, baseless, and flawed, and therefore unacceptable. Opposite party No. 1 and 2 are the employers who appointed the applicant, and the service of applicant were utilized by opposite party No. 3 under their control and direction. Therefore, opposite party No. 1 and 2 are the principal employers and are responsible.
- (iii) The statements in paragraphs 1, 2, 3, 4, and 5 of the written statement are false, misleading, and contrary to the truth, and therefore unacceptable. The applicant was made to work by opposite party No. 1 and 2 under their control, direction, and premises through opposite party No. 3. Opposite party No. 1 and 2 are the principal employers; therefore, the entire responsibility for the dispute rests with opposite party No. 1 and 2.
- (iv) The statements made in paragraphs 11, 12, 13, 14, and 15 of the written statement are baseless, unfounded, and misleading, and therefore not acceptable. The work to be performed by the applicant is of a continuous nature and cannot be contracted out. For this reason, respondent No. 1 and 2 are solely responsible for the applicant's claim. The applicant reiterates and emphasizes the statements made in paragraphs 11 through 14 of the claim statement.
- (v) The remaining statements have been written to support false facts and are therefore unacceptable.

After filing of above written statement filed by opposite party no. 3, rejoinder is also filed by applicant. In rejoinder, the applicant denied the averments of the written statement are stated as:

- (i) The Application filed by opposite party no. 3 dated 30-06-2017 is time-barred. According to the Act, the application should have been filed within 35 days of the ex-parte order. However, the application has been filed eight months later, and is liable to be dismissed. Orders for dismissal should be given.
- (ii) The reason for the delay in reinstatement has not been stated in the application submitted by the respondent, and therefore, the application is liable to be dismissed.
- (iii) The application for reinstatement has not been submitted on affidavit, and therefore, it is liable to be dismissed. Please dismiss it.
- (iv) No comment should be made on paragraphs 1, 2, and 3 of the written statement of opposite party no. 3 for reinstatement. The respondent should verify his or her statements.
- (v) The statements in paragraphs 4 and 5 are false, misleading, and baseless and are not valid. Because the respondent's application does not state when, on what date, and by whom they were informed of the dispute, it is therefore unreliable.
- (vi) The paragraphs of the written statement filed by opposite party no. 3 for restoration are false and baseless and cannot be accepted.

After that applicant filed some documents which is read as under:

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2. Photocopy of the payment details and attendance register for September 2009.
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As per reference the main question is whether the action of the management of Steel Authority of India Ltd., Kanpur/ M/s. Onkar enterprises, Noida in terminating the services of Sh. Shyam Manohar Singh S/o Late Pati Ram w.e.f. 31.12.2013 is just, fair & legal? If not, what relief the workman is entitled to?

In claim statement claimant is requested that he was an employee from 12.03.2012 to 31.12.2013 without any break but from an oral order his services were terminated 31.12.2013. He was continuously in work from 12th March, 2012 to 31.12.2013 that is against the labour Act, 1947, his payment was not done as per law, his nature of job is permanent as this reason his services cannot be terminated and after termination new appointment has been done by opposite party that is illegal and unfair.

As per written statement of opposite party number 1 & 2, that there was never and continuous to be no employee-employer relationship between the answering party and applicant. Contents of para 10 are denied, being incorrect. The opposite party number 3 Sh H S Boparai of M/s Onkar Enterprises, 736 Sector 29, Noida, on his own engaged the applicant apparently in terms of the contract dated 31.08.2009 between him and O.P. No. 1 & 2 concerning firefighting/surveillance.

The applicant version is misleading and misdirected and contrary to facts, no oral evidence has been filled by the applicant to prove his version. The service of the applicant was never taken by O.P. No. 1 & 2 from September, 2009

to 31.12.2013 as alleged. It is submitted that the applicant was neither appointed nor engaged by OP no. 1 & 2 at any point of time.

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Applicant was employed on contractual basis as per the requirement of opposite party number 1 & 2 and it was a time bound project as per requirement, need and desire of the opposite party number 1 & 2.

Therefore applicant is not entitled to any relief and also requested that opposite party number 3 was awarded the contract from two years, first is 01.09.2009 to 31.08.2011 and it was renewed from 01.09.2011 to 31.08.2013. Since the new contract was not finalized and the contract was only extended by one month more from 01 September to 30.09.2013. Hence no cause of action arises on 31.12.2013, as the extended period of contract is ended on 30.09.2013. After 30.09.2013, there was no contract in favour of opposite party number 3, contractor/opposite party number 3 is engaged any labour after 30.09.2013.

The main question is in this reference that the applicant is an employee of opposite party number 1 and 2 and his termination of services on dated 31.12.2013 is just fair and legal.

As per question of employee of the applicant of opposite party number 1 and 2 no any oral evidence is filed by the applicant.

Opposite party number 1 and 2 never engaged him as an employee. Opposite party number 1 and 2 has filled documentary evidence as shown above, after showing those papers it is established and proved that applicant is never work as employee in organisation of opposite party number 1 and 2.

Now the question arises, how the applicant works in the organisation of opposite party numbers 1 and 2. The opposite party number 3 in our written statement stated as mentioned above, he was contractor of the said period and he engaged to applicant in those periods for some works but the contract was not extended form 30.09.2013. Hence there is no any question of termination of the applicant on 30.12.2013 because the contract was not extended after 30.09.2013.

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As per provision of section 25 B of the ID Act, 1947 as follows:

25-B. Definition of continuous service-For the purposes of this Chapter- (1) a workmen shall be said to be in continuous service for a period if he is, for that period, in uninterrupted service, including service accident or a strike which is not illegal, or a lock-out or a cessation of work which may be interrupted on account of sickness or authorised leave of which is not due to any fault on the part of the workman;

(2) where a workman is not in continuous service within the mean of clause (1) for a period of one year or six months, he shall be deemed 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;

As per above provision he never worked in continuous 240 days as given in section 25 B of the said Act.

After above discussion and averment applicant is failed to prove as stated in his claim statement that he is employee of opposite party number 1 and 2 as principal employer, he had not given any oral evidence. By way of documentary evidence it is not proved that he is employee of as said in provision of industrial dispute Act.

In view of the foregoing discussion and in the given circumstance the reference stands disposed of as of 'NIL' award.

Reference is answered accordingly.

Parties are left to bear their respective costs.

Date: 03.02.2026

Shri Rajendra Prasad Srivastava, H.J.S. (Retd.), Presiding Officer

नई दिल्ली, 25 जून, 2026

का.आ. 1357.—औद्योगिक विवाद अधिनियम (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार स्टील अथॉरिटी ऑफ़ इंडिया लिमिटेड; मेसर्स ओंकार एंटरप्राइजेज के प्रबंधन के संबद्ध नियोजकों और श्री सिद्ध गोपाल के बीच अनुबंध में निर्दिष्ट केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, कानपुर, पंचाट (रिफरेन्स नं.- 40/2015) को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 25.06.2026 को प्राप्त हुआ था।

[सं. एल-26012/8/2015-आईआर(एम)]

सलोनी, उप निदेशक

New Delhi, the 25th June, 2026

S.O. 1357.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (**Reference No. 40/2015**) of the **Central Government Industrial Tribunal cum Labour Court, Kanpur** as shown in the Annexure, in the Industrial dispute between the employers in relation to **Steel Authority of India Ltd; M/s Onkar Enterprises and Shri Sidh Gopal** which was received along with soft copy of the award by the Central Government on 25.06.2026.

[F. No. L-26012/8/2015-IR(M)]

SALONI, Dy. Director

ANNEXURE

THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, KANPUR

ID Case No. 40 of 2015

Present Shri Rajendra Prasad Srivastava, H.J.S. (Retd.)

Shri Sidh Gopal S/o Shri Shyam Lal Sachan,
C/O Shri Rajendra Prasad Shukla,
115/193 A-2, Maswanpur, Post- Rawatpur,
Kanpur (U.P.)- 208019.

.....Workman

Vs.

1. The Chief Manager, Steel Authority of India Ltd., H.No. 16/98, LIC Building, Mall Road, Kanpur (U.P.)- 208001.
2. The Warehouse Manager, Steel Authority of India Ltd., Stock Yard, Panki, Kanpur (U.P.)- 208020.
3. Col. H.S. Boparai, Proprietor, M/s Onkar Enterprises, 736, Sector- 29, Noida (U.P.).

.....Management

JUDGMENT

(Passed on this 4th day of February, 2026)

As per reference letter dated 19/06/2015 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-26012/8/2015 (IR(M) dt. 19.06.2015. The dispute under reference relates to:

" Whether the action of the management of Steel Authority of India Ltd., Kanpur/M/s. Onkar enterprises, Noida in terminating the services of Sh. Sidh Gopal S/o Shyam Lal Sachan w.e.f. 31.12.2013 is just, fair & legal? If not, what relief the workman is entitled to?"

Claimant/workman Shri Sidh Gopal (hereinafter stated as the claimant) has filed the statement of claim with averments which may be concisely stated as hereunder:

1. The applicant was continuously employed as a gunman and security guard from 2009 until the morning of December 31, 2013, under the direction of the employers. However, his services were terminated on the evening of December 31, 2013, through a verbal order.
2. The third party was authorized to conduct inspections and confirmations to ensure compliance with the directions of the first and second respondents, and the security work was carried out and is still being performed.
3. The applicant was employed informally from September 1, 2009, to December 31, 2013. The third party was also appointed through the first and second parties, and this appointment resulted in a violation of the petitioner's rights under the Labour Act, 1947. The applicant was deprived of his earned wages, including overtime pay, which was not paid according to the rules. This was also protested by the petitioner.
4. It is submitted that the applicant was not paid the amount due to him as per the rules. Two types of documents were used for obtaining signatures. If any objection was raised, the employee was dismissed and deprived of his service, which constitutes a violation of the rights granted under the Education Act of 1947 and 1948. This persistent and unwavering harassment is unjust and illegal.
5. It is further submitted that the employer/defendant parties did not give the applicant any opportunity to complain throughout his entire period of service, nor were any charges levelled against him. Despite this, his dismissal and deprivation of service is unjust and illegal.
6. The service of applicant in this case, which was terminated on 31-12-2013, is unjust and illegal. No notice pay or compensation was given. The service was terminated verbally, even though the petitioner is entitled to all due payments.
7. It is requested that an order be passed directing the restoration of service continuity under the Industrial Disputes Act, 1947, and awarding compensation for the period of unemployment, severance pay, and other previously unpaid dues, including bonuses.

Respondent No. 1 and 2 had submitted the written statement with averments which may be summarized as stated below:

1. It is submitted that there never was and continues to be no employee-employer relationship between the Opposite Party No 1 & 2 -Steel Authority of India Ltd and the Applicant. However, contrary to this AR fact, and even before adjudication on merits can be concluded on whether there exists any employee-employer relationship or not, the order dated 19.6.2015 has erroneously declared the applicant to be a workman of the Opposite Party No 1 & 2. The impugned order of reference dated 19.6.2015 is therefore bad in law, biased, arbitrary, and thus liable to be quashed.
2. The words used in the order of reference dated 19.6.2015 state that the Govt. is of the opinion about existence of an Industrial dispute between the management of Steel Authority of India Ltd and its workmen. In the absence of any finding on facts, the Govt has already formed an opinion declaring the Applicant to be a workman of the Opposite Party No 1 & 2. False presumptions have thus been drawn in the order dated 19.6.2015, thereby making it liable to be quashed being based on conjectures and assumptions. Whereas, the fact is that there never was/ nor is any employee-employer relationship between the Opposite Party No 1 & 2 Steel Authority of India Ltd and the Applicant.
3. The reference order dated 19.6.2015 states about existence of an Industrial dispute between the management of Steel Authority of India Ltd and its workmen, which renders the impugned reference order ambiguous, self-contradictory and evasive.
4. The reasons on the basis of which the Central Government has formed its opinion about existence of industrial dispute is conspicuously missing in the impugned reference order dated 19.6.2015, thereby rendering it liable to be quashed.
5. The said order is inconsistent to the finding of Hon'ble Apex Court in a case between M/S Swadeshi Cotton Mills and Industrial Tribunal II reported in (1950-67) S.C.L.J page No.3891.
6. The Central Government has not applied it's mind diligently in as much that it has miserably failed to consider the principles laid down by the Hon'ble Apex Court in a case between Secretary, State of Karnataka v/s Uma Devi reported in 2006 (109) FLR 826, and subsequently in another case between Union of India and others v/s Varteak Labour Union reported in 2011(129) FLR 500, wherein it has been categorically held that daily wagers, casual and contract labourers have no lien in the employment in public sectors.

7. The Schedule contained in the reference order dated 19.6.2015 shows that a final finding has already been reached about the applicant working with the establishment of O.P. No. 1 & 2 and that his services have been terminated by it. Such a final finding is incorrect and against the law, since it has been reached much before this Tribunal has even heard the alleged claim of the applicant and before hearing the response of the opposite parties. Thus the Schedule in the order dated 19.6.2015 be rejected, and the reference order itself is liable to be rejected.
8. The Central Government has not applied its mind diligently as it has not considered the factual submissions made by the O.P. No. 1 & 2 during conciliation proceedings, that no employee-employer relationship ever existed between the Opposite Party No 1 & 2 Steel Authority of India Ltd and the Applicant, but has on the contrary referred the matter to this Tribunal, and in a very casual manner.
9. The allegations in para 1 being concocted, misleading, misdirected and contrary to facts, are thus emphatically denied. No documents have been enclosed by the applicant to prove the allegations; the applicant is thus put to strict proof of his allegations. The service of the applicant was never taken by O.P. No. 1 or 2 from 2009 to 31.12.2013, as alleged. It is submitted that the applicant was neither appointed nor engaged by the O.P. No. 1 or 2 at any point of time whatsoever. The O.P. No 3, Sh HS Boparai of M/S Onkar Enterprises, 736 sector 29, Noida, on his own engaged the applicant apparently in terms of the contract dated 31.8.2009 between him and O.P. No 1 and 2 concerning firefighting/surveillance. Accordingly, it is essential and in the interest of justice that the opp. Party No.3 be directed to file its response.
10. The applicant was the worker of the O.P. No. 3, Sh H S Boparai of M/s Onkar Enterprises, 736 Sector- 29, Noida.
11. The applicant is not entitled to any relief in the present reference.

Respondent No. 3 has submitted the written statement with averments which may be summarized as stated below:

- (i) The Opposite Party No. 3 M/s. Onkar Enterprises is a contractor and is not an employer as defined in Section 2(g) of the Industrial Dispute Act 1947. Therefore the Industrial Dispute Act 1947 is not applicable upon the Opposite party No. 3. As such the reference order is illegal and without jurisdiction and is liable to be dismissed against the O.P. No. 3. M/s. Onkar Enterprises.
- (ii) Contractor is not an Industry as defined in section 2 (J) of the Industrial Disputes act 1947. Therefore the reference is illegal and without jurisdiction so far it relates to Opposite Party No. 3 as such is liable to be rejected against O.P. No. 03.
- (iii) The contract work awarded to the Opposite Party No. 03 was time bound. It was fully known to the applicant. Therefore the applicant has no locus standi to claim further work or challenge the disengagements as the project work came to an end by afflux of time.
- (iv) No cause of action arised on 31.12.2013 as the extended period of contract ended on 30.09.2013. It is submitted that after 30.09.2013 there was no contract in favour of respondent no. 03 contractor nor respondent no. 03 engaged any labour after 30.09.2013. In view of above submissions the reference order is illegal and without jurisdiction as such is liable to be rejected.
- (v) The applicant was employed on contractual basis as per the requirement of Respondent No. 01 and 02 and it was a time bound project as per requirement, need and desire of the respondent no. 01 and 02. Therefore the applicant is not entitled to any relief from the Respondent No. 03 as the contract has come to an end by afflux of time.
- (vi) The present reference under the Industrial Dispute Act, 1947 is bad and not maintainable under the law and on fact and is liable to be dismissed.
- (vii) The content of Para No. 01 of the statement of claim is wrong, baseless and misconceive hence not admitted. In reply it is submitted that the answering defendant/Party No. 3 was awarded the contract for 2 yrs w.e.f. 01 Sep 2009 to 31 Aug 2011. It was renewed from 01 Sep 2011 to 31 Aug 2013. Since the new contract was not finalized and Party No. 03 contracts was extended by one month more from 01 Sep, to 30 Sep 2013. It is further submitted that no cause of action arised on 31.12.2013 as the extended period of contract ended on 30.09.2013. It is submitted that after 30.09.2013 there was no contract in favour of respondent no. 03 contractor nor respondent no. 03 engaged any labour after 30.09.2013. In view of above submissions the reference order is illegal and without jurisdiction as such is liable to be rejected.
- (viii) The content of Para No. 02 of the statement of claim is wrong, baseless and misconceive hence not admitted. The applicant is put to strict proof of his contention. In reply is submitted that the work came to an automatic end on 30.09.2013 by afflux of time as the contract work was time bound.

After filing of above written statement filed by opposite party no. 1&2, rejoinder is also filed by applicant. In rejoinder, the applicant denied the averments of the written statement are stated as:

- (i) The statements in paragraphs II, III, IV, V, VI, VII, and VIII of the preliminary objections in the written statement are false, baseless, and flawed, and therefore unacceptable to the applicant. Opposite party No. 1 employed Opposite party No. 2 to carry out the work, and the plaintiff was made to work under their control and direction. Therefore, Opposite party No. 1 and 2 are the principal employers of the applicant and are responsible in this dispute. The Ministry of Labour, Government of India, New Delhi, after examining all the facts, statements, and records of the parties, has issued a reference order, which is proper and legal. The judgments cited by the defendants are not applicable to this dispute. The reference order has been sent to the Hon'ble Court for adjudication. The reference order cannot be reviewed by the Hon'ble Court.
- (ii) The statements in sub-paragraphs A, B, C, D, E, F, G, H, and I of paragraph 2 under the legal submissions in the written statement are false, baseless, and flawed, and therefore unacceptable. Opposite party No. 1 and 2 are the employers who appointed the applicant, and the service of applicant were utilized by opposite party No. 3 under their control and direction. Therefore, opposite party No. 1 and 2 are the principal employers and are responsible.
- (iii) The statements in paragraphs 1, 2, 3, 4, and 5 of the written statement are false, misleading, and contrary to the truth, and therefore unacceptable. The applicant was made to work by opposite party No. 1 and 2 under their control, direction, and premises through opposite party No. 3. Opposite party No. 1 and 2 are the principal employers; therefore, the entire responsibility for the dispute rests with opposite party No. 1 and 2.
- (iv) The statements made in paragraphs 11, 12, 13, 14, and 15 of the written statement are baseless, unfounded, and misleading, and therefore not acceptable. The work to be performed by the applicant is of a continuous nature and cannot be contracted out. For this reason, respondent No. 1 and 2 are solely responsible for the applicant's claim. The applicant reiterates and emphasizes the statements made in paragraphs 11 through 14 of the claim statement.
- (v) The remaining statements have been written to support false facts and are therefore unacceptable.

After filing of above written statement filed by opposite party no. 3, rejoinder is also filed by applicant. In rejoinder, the applicant denied the averments of the written statement are stated as:

- (i) The Application filed by opposite party no. 3 dated 30-06-2017 is time-barred. According to the Act, the application should have been filed within 35 days of the ex-parte order. However, the application has been filed eight months later, and is liable to be dismissed. Orders for dismissal should be given.
- (ii) The reason for the delay in reinstatement has not been stated in the application submitted by the respondent, and therefore, the application is liable to be dismissed.
- (iii) The application for reinstatement has not been submitted on affidavit, and therefore, it is liable to be dismissed. Please dismiss it.
- (iv) No comment should be made on paragraphs 1, 2, and 3 of the written statement of opposite party no. 3 for reinstatement. The respondent should verify his or her statements.
- (v) The statements in paragraphs 4 and 5 are false, misleading, and baseless and are not valid. Because the respondent's application does not state when, on what date, and by whom they were informed of the dispute, it is therefore unreliable.
- (vi) The paragraphs of the written statement filed by opposite party no. 3 for restoration are false and baseless and cannot be accepted.

After that applicant filed some documents which is read as under:

1. Photocopy of the consultation order dated 30.12.2013 from the Assistant Labour Commissioner's office.
2. Photocopy of the payment details and attendance register for September 2009.
3. Photocopy of the payment details and attendance register for January 2010.
4. Photocopy of the payment details and attendance register for December 2010.
5. Photocopy of the payment details and attendance register for September 2011.
6. Photocopy of the payment details and attendance register for December 2011.
7. Photocopy of the payment details and attendance register for January 2012.

8. Photocopy of the payment details and attendance register for March 2012.
9. Photocopy of the payment details and attendance register for November 2012.
10. Photocopy of the payment details and attendance register for January 2013.
11. Photocopy of the payment details and attendance register for May 2013.
12. Photocopy of the list of security guards who received three months' payment (October, November, December 2013) from the Warehouse Management, related to the notice dated 21.01.2014.
13. Photocopy of the notice dated 05.07.2013 from Omkar Enterprises' supervisor, Tansen, regarding pressure to accept lower wages and a settlement related to ESI/PF.
14. Photocopy of the notice dated 11.07.2013 from Omkar Enterprises' supervisor, Tansen, regarding delayed payment.
15. Photocopy of the notice dated 13.07.2013 from Omkar Enterprises' supervisor, Tansen, regarding deposit of funds.

In rebuttal opposite party no. 1 & 2 filed documents which are read as under:

- (i) Certificate of Registration under sub sec. (2) of Sec. 7 of The Contract Labour (Regulation & Abolition) Act, 1970.
- (ii) Agreement dated 31st of August 2009 between Steel Authority of India Ltd., and M/s Onkar Enterprises 736, Sector 29, Noida, G.B. Nagar (U.P.)
- (iii) Letter dated 24.8.2011 extending the contract between Steel Authority of India Ltd., and Onkar Enterprises 736, Sector 29, Noida G.B. Nagar.
- (iv) Renewed up to date Certificate of Registration under Sub Sec. (2) of Sec. 7 of Contract Labour (Regulation & Abolition) Act, 1970 in favour of Steel Authority of India Ltd.
- (v) Letter dated 21.1.2014 of Warehouse Manager to LEO.
- (vi) Bills submitted by Onkar Enterprise from Oct. 2012 to Sep. 2013 to SAIL Warehouse, Panki, Kanpur.

As per reference the main question is whether the action of the management of Steel Authority of India Ltd., Kanpur/ M/s. Onkar enterprises, Noida in terminating the services of Sh. Sidh Gopal S/o Shyam Lal Sachan w.e.f. 31.12.2013 is just, fair & legal? If not, what relief the workman is entitled to?

In claim statement claimant is requested that he was an employee from 2009 to 31.12.2013 without any break but from an oral order his services were terminated 31.12.2013. He was continuously in work from September, 2009 to 31.12.2013 that is against the labour Act, 1947, his payment was not done as per law, his nature of job is permanent as this reason his services cannot be terminated and after termination new appointment has been done by opposite party that is illegal and unfair.

As per written statement of opposite party number 1 & 2, that there was never and continuous to be no employee-employer relationship between the answering party and applicant. Contents of para 10 are denied, being incorrect. The opposite party number 3 Sh H S Boparai of M/s Onkar Enterprises, 736 Sector 29, Noida, on his own engaged the applicant apparently in terms of the contract dated 31.08.2009 between him and O.P. No. 1 & 2 concerning firefighting/surveillance.

The applicant version is misleading and misdirected and contrary to facts, no oral evidence has been filled by the applicant to prove his version. The service of the applicant was never taken by O.P. No. 1 & 2 from September, 2009 to 31.12.2013 as alleged. It is submitted that the applicant was neither appointed nor engaged by OP no. 1 & 2 at any point of time.

The Opposite party number 3 on his own engaged the applicant apparently in terms of the contract date 31.08.2009.

Opposite party number 3 requested that he is a contractor and not an employer as defined in section 2 G of the Industrial Dispute Act, 1947. The contract work awarded to the opposite party no. 3 was time bound, it is fully known to the applicant hence no any locus standi to claim further work or challenge the disengagement as the project work came to an end by afflux of time.

Applicant was employed on contractual basis as per the requirement of opposite party number 1 & 2 and it was a time bound project as per requirement, need and desire of the opposite party number 1 & 2.

Therefore applicant is not entitled to any relief and also requested that opposite party number 3 was awarded the contract from two years, first is 01.09.2009 to 31.08.2011 and it was renewed from 01.09.2011 to 31.08.2013. Since

the new contract was not finalized and the contract was only extended by one month more from 01 September to 30.09.2013. Hence no cause of action arises on 31.12.2013, as the extended period of contract is ended on 30.09.2013. After 30.09.2013, there was no contract in favour of opposite party number 3, contractor/opposite party number 3 is engaged any labour after 30.09.2013.

The main question is in this reference that the applicant is an employee of opposite party number 1 and 2 and his termination of services on dated 31.12.2013 is just fair and legal.

As per question of employee of the applicant of opposite party number 1 and 2 no any oral evidence is filed by the applicant.

Opposite party number 1 and 2 never engaged him as an employee. Opposite party number 1 and 2 has filled documentary evidence as shown above, after showing those papers it is established and proved that applicant is never work as employee in organisation of opposite party number 1 and 2.

Now the question arises, how the applicant works in the organisation of opposite party numbers 1 and 2. The opposite party number 3 in our written statement stated as mentioned above, he was contractor of the said period and he engaged to applicant in those periods for some works but the contract was not extended form 30.09.2013. Hence there is no any question of termination of the applicant on 30.12.2013 because the contract was not extended after 30.09.2013.

Applicant was filled some documentary evidence. After the perusal of those documents, in September, 2009 he worked and after that in the year of 2009 he never worked because salary sheet and attendance register is submitted only in September 2009. In year 2010, applicant is worked in January, 2010 because applicant is also filed salary sheet and attendance register of January, 2010 and December, 2010. In year 2011 applicant worked in September, 2011 and December, 2011 because salary sheet and attendance register is filed of above month. In year 2012 applicant is worked in January 2012, March 2012, November 2012 and December 2012 because he is filed salary sheet and attendance register and in 2013 he worked in January 2013, May 2013 only.

As per provision of section 25 B of the ID Act, 1947 as follows:

25-B. Definition of continuous service-*For the purposes of this Chapter- (1) a workmen shall be said to be in continuous service for a period if he is, for that period, in uninterrupted service, including service accident or a strike which is not illegal, or a lock-out or a cessation of work which may be interrupted on account of sickness or authorised leave of which is not due to any fault on the part of the workman;*

(2) where a workman is not in continuous service within the mean of clause (1) for a period of one year or six months, he shall be deemed 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;

As per above provision he never worked in continuous 240 days as given in section 25 B of the said Act.

After above discussion and averment applicant is failed to prove as stated in his claim statement that he is employee of opposite party number 1 and 2 as principal employer, he had not given any oral evidence. By way of documentary evidence it is not proved that he is employee of as said in provision of industrial dispute Act.

In view of the foregoing discussion and in the given circumstance the reference stands disposed of as of 'NIL' award.

Reference is answered accordingly.

Parties are left to bear their respective costs.

Date: 04.02.2026

Shri RAJENDRA PRASAD SRIVASTAVA, H.J.S. (Retd.), Presiding Officer

नई दिल्ली, 25 जून, 2026

का.आ. 1358.—औद्योगिक विवाद अधिनियम (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार स्टील अथॉरिटी ऑफ़ इंडिया लिमिटेड; मेसर्स ऑंकार एंटरप्राइजेज के प्रबंधन के संबद्ध नियोजकों और श्री लखन सिंह यादव के बीच अनुबंध में निर्दिष्ट केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, कानपुर, पंचाट (रिफरेन्स नं.- 41/2015) को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 25.06.2026 को प्राप्त हुआ था।

[सं. एल-26012/19/2015-आईआर(एम)]

सलोनी, उप निदेशक

New Delhi, the 25th June, 2026

S.O. 1358.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (**Reference No. 41/2015**) of the **Central Government Industrial Tribunal cum Labour Court, Kanpur** as shown in the Annexure, in the Industrial dispute between the employers in relation to **Steel Authority of India Ltd; M/s Onkar Enterprises** and **Shri Lakhan Singh Yadav** which was received along with soft copy of the award by the Central Government on 25.06.2026.

[No. L-26012/19/2015-IR(M)]

SALONI, Dy. Director

ANNEXURE

THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, KANPUR

ID Case No. 41 of 2015

Present Shri Rajendra Prasad Srivastava, H.J.S. (Retd.)

Shri Lakhan Singh Yadav S/o Late Deshraj Singh Yadav,
C/O Sh. Rajendra Prasad Shukla,
115/193 A-2, Maswanpur, Post- Rawatpur,
Kanpur (U.P.)- 208019.

.....Workman

Vs.

1. The Chief Manager, Steel Authority of India Ltd., H.No. 16/98, LIC Building, Mall Road, Kanpur (U.P.)- 208001.
2. The Warehouse Manager, Steel Authority of India Ltd., Stock Yard, Panki, Kanpur (U.P.)- 208020.
3. Col. H.S. Boparai, Proprietor, M/s Onkar Enterprises, 736, Sector- 29, Noida (U.P.).

.....Management

JUDGMENT

(Passed on this 3rd day of February, 2026)

As per reference letter dated 30/06/2015 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-26012/19/2015 (IR(M) dt. 30.06.2015. The dispute under reference relates to:

" Whether the action of the management of Steel Authority of India Ltd., Kanpur/M/s. Onkar enterprises, Noida in terminating the services of Sh. Lakhan Singh Yadav, workman w.e.f. 31.12.2013 is just, fair & legal? If not, what relief the workman concerned is entitled to?"

Claimant/workman Shri Lakhan Singh Yadav (hereinafter stated as the claimant) has filed the statement of claim with averments which may be concisely stated as hereunder:

1. The applicant was continuously employed as a gunman and security guard from 2009 until the morning of December 31, 2013, under the direction of the employers. However, his services were terminated on the evening of December 31, 2013, through a verbal order.
2. The third party was authorized to conduct inspections and confirmations to ensure compliance with the directions of the first and second respondents, and the security work was carried out and is still being performed.
3. The applicant was employed informally from September 1, 2009, to December 31, 2013. The third party was also appointed through the first and second parties, and this appointment resulted in a violation of the petitioner's rights under the Labour Act, 1947. The applicant was deprived of his earned wages, including overtime pay, which was not paid according to the rules. This was also protested by the petitioner.
4. It is submitted that the applicant was not paid the amount due to him as per the rules. Two types of documents were used for obtaining signatures. If any objection was raised, the employee was dismissed and deprived of his service, which constitutes a violation of the rights granted under the Education Act of 1947 and 1948. This persistent and unwavering harassment is unjust and illegal.
5. It is further submitted that the employer/defendant parties did not give the applicant any opportunity to complain throughout his entire period of service, nor were any charges levelled against him. Despite this, his dismissal and deprivation of service is unjust and illegal.
6. The service of applicant in this case, which was terminated on 31-12-2013, is unjust and illegal. No notice pay or compensation was given. The service was terminated verbally, even though the petitioner is entitled to all due payments.
7. It is requested that an order be passed directing the restoration of service continuity under the Industrial Disputes Act, 1947, and awarding compensation for the period of unemployment, severance pay, and other previously unpaid dues, including bonuses.

Respondent No. 1 and 2 had submitted the written statement with averments which may be summarized as stated below:

1. It is submitted that there never was and continues to be no employee-employer relationship between the Opposite Party No 1 & 2 -Steel Authority of India Ltd and the Applicant. However, contrary to this AR fact, and even before adjudication on merits can be concluded on whether there exists any employee-employer relationship or not, the order dated 30.6.2015 has erroneously declared the applicant to be a UP workman of the Opposite Party No 1 & 2. The impugned order of reference dated 30.6.2015 is therefore bad in law, biased, arbitrary, and thus liable to be quashed.
2. The words used in the order of reference dated 30.6.2015 state that the Govt. is of the opinion about existence of an Industrial dispute between the management of Steel Authority of India Ltd and its workmen. In the absence of any finding on facts, the Govt has already formed an opinion declaring the Applicant to be a workman of the Opposite Party No 1 & 2. False presumptions have thus been drawn in the order dated 30.6.2015, thereby making it liable to be quashed being based on conjectures and assumptions. Whereas, the fact is that there never was/ nor is any employee-employer relationship between the Opposite Party No 1 & 2 Steel Authority of India Ltd and the Applicant.
3. The reference order dated 30.6.2015 states about existence of an Industrial dispute between the management of Steel Authority of India Ltd and its workmen, which renders the impugned reference order ambiguous, self-contradictory and evasive.
4. The reasons on the basis of which the Central Government has formed its opinion about existence of industrial dispute is conspicuously missing in the impugned reference order dated 30.6.2015, thereby rendering it liable to be quashed.
5. The said order is inconsistent to the finding of Hon'ble Apex Court in a case between M/S Swadeshi Cotton Mills and Industrial Tribunal II reported in (1950-67) S.C.L.J page No.3891.
6. The Central Government has not applied its mind diligently in as much that it has miserably failed to consider the principles laid down by the Hon'ble Apex Court in a case between Secretary, State of Karnataka v/s Uma Devi reported in 2006 (109) FLR 826, and subsequently in another case between Union of India and others v/s Varteak Labour Union reported in 2011(129) FLR 500, wherein it has been categorically held that daily wagers, casual and contract labourers have no lien in the employment in public sectors.
7. The Schedule contained in the reference order dated 30.6.2015 shows that a final finding has already been reached about the applicant working with the establishment of O.P. No. 1 & 2 and that his services have been terminated by it. Such a final finding is incorrect and against the law, since it has been reached much before this Tribunal has even heard the alleged claim of the applicant and before hearing the response of the

opposite parties. Thus the Schedule in the order dated 19.6.2015 be rejected, and the reference order itself is liable to be rejected.

8. The Central Government has not applied its mind diligently as it has not considered the factual submissions made by the O.P. No. 1 & 2 during conciliation proceedings, that no employee-employer relationship ever existed between the Opposite Party No 1 & 2 Steel Authority of India Ltd and the Applicant, but has on the contrary referred the matter to this Tribunal, and in a very casual manner.
9. The allegations in para 1 being concocted, misleading, misdirected and contrary to facts, are thus emphatically denied. No documents have been enclosed by the applicant to prove the allegations; the applicant is thus put to strict proof of his allegations. The service of the applicant was never taken by O.P. No. 1 or 2 from 2009 to 31.12.2013, as alleged. It is submitted that the applicant was neither appointed nor engaged by the O.P. No. 1 or 2 at any point of time whatsoever. The O.P. No 3, Sh HS Boparai of M/S Onkar Enterprises, 736 sector 29, Noida, on his own engaged the applicant apparently in terms of the contract dated 31.8.2009 between him and O.P. No 1 and 2 concerning firefighting/surveillance. Accordingly, it is essential and in the interest of justice that the opp. Party No.3 be directed to file its response.
10. The applicant was the worker of the O.P. No. 3, Sh H S Boparai of M/s Onkar Enterprises, 736 Sector- 29, Noida.
11. The applicant is not entitled to any relief in the present reference.

Respondent No. 3 has submitted the written statement with averments which may be summarized as stated below:

- (i) The Opposite Party No. 3 M/s. Onkar Enterprises is a contractor and is not an employer as defined in Section 2(g) of the Industrial Dispute Act 1947. Therefore the Industrial Dispute Act 1947 is not applicable upon the Opposite party No. 3. As such the reference order is illegal and without jurisdiction and is liable to be dismissed against the O.P. No. 3. M/s. Onkar Enterprises.
- (ii) Contractor is not an Industry as defined in section 2 (J) of the Industrial Disputes act 1947. Therefore the reference is illegal and without jurisdiction so far it relates to Opposite Party No. 3 as such is liable to be rejected against O.P. No. 03.
- (iii) The contract work awarded to the Opposite Party No. 03 was time bound. It was fully known to the applicant. Therefore the applicant has no locus standi to claim further work or challenge the disengagements as the project work came to an end by afflux of time.
- (iv) No cause of action arose on 31.12.2013 as the extended period of contract ended on 30.09.2013. It is submitted that after 30.09.2013 there was no contract in favour of respondent no. 03 contractor nor respondent no. 03 engaged any labour after 30.09.2013. In view of above submissions the reference order is illegal and without jurisdiction as such is liable to be rejected.
- (v) The applicant was employed on contractual basis as per the requirement of Respondent No. 01 and 02 and it was a time bound project as per requirement, need and desire of the respondent no. 01 and 02. Therefore the applicant is not entitled to any relief from the Respondent No. 03 as the contract has come to an end by afflux of time.
- (vi) The present reference under the Industrial Dispute Act, 1947 is bad and not maintainable under the law and on fact and is liable to be dismissed.
- (vii) The content of Para No. 01 of the statement of claim is wrong, baseless and misconceived hence not admitted. In reply it is submitted that the answering defendant/Party No. 3 was awarded the contract for 2 yrs w.e.f. 01 Sep 2009 to 31 Aug 2011. It was renewed from 01 Sep 2011 to 31 Aug 2013. Since the new contract was not finalized and Party No. 03's contract was extended by one month more from 01 Sep, to 30 Sep 2013. It is further submitted that no cause of action arose on 31.12.2013 as the extended period of contract ended on 30.09.2013. It is submitted that after 30.09.2013 there was no contract in favour of respondent no. 03 contractor nor respondent no. 03 engaged any labour after 30.09.2013. In view of above submissions the reference order is illegal and without jurisdiction as such is liable to be rejected.
- (viii) The content of Para No. 02 of the statement of claim is wrong, baseless and misconceived hence not admitted. The applicant is put to strict proof of his contention. In reply it is submitted that the work came to an automatic end on 30.09.2013 by afflux of time as the contract work was time bound.

After filing of above written statement filed by opposite party no. 1 & 2, rejoinder is also filed by applicant. In rejoinder, the applicant denied the averments of the written statement are stated as:

- (i) The statements in paragraphs II, III, IV, V, VI, VII, and VIII of the preliminary objections in the written statement are false, baseless, and flawed, and therefore unacceptable to the applicant. Opposite party No. 1 employed Opposite party No. 2 to carry out the work, and the plaintiff was made to work under their control and direction. Therefore, Opposite party No. 1 and 2 are the principal employers of the applicant and are responsible in this dispute. The Ministry of Labour, Government of India, New Delhi, after examining all the facts, statements, and records of the parties, has issued a reference order, which is proper and legal. The judgments cited by the defendants are not applicable to this dispute. The reference order has been sent to the Hon'ble Court for adjudication. The reference order cannot be reviewed by the Hon'ble Court.
- (ii) The statements in sub-paragraphs A, B, C, D, E, F, G, H, and I of paragraph 2 under the legal submissions in the written statement are false, baseless, and flawed, and therefore unacceptable. Opposite party No. 1 and 2 are the employers who appointed the applicant, and the service of applicant were utilized by opposite party No. 3 under their control and direction. Therefore, opposite party No. 1 and 2 are the principal employers and are responsible.
- (iii) The statements in paragraphs 1, 2, 3, 4, and 5 of the written statement are false, misleading, and contrary to the truth, and therefore unacceptable. The applicant was made to work by opposite party No. 1 and 2 under their control, direction, and premises through opposite party No. 3. Opposite party No. 1 and 2 are the principal employers; therefore, the entire responsibility for the dispute rests with opposite party No. 1 and 2.
- (iv) The statements made in paragraphs 11, 12, 13, 14, and 15 of the written statement are baseless, unfounded, and misleading, and therefore not acceptable. The work to be performed by the applicant is of a continuous nature and cannot be contracted out. For this reason, respondent No. 1 and 2 are solely responsible for the applicant's claim. The applicant reiterates and emphasizes the statements made in paragraphs 11 through 14 of the claim statement.
- (v) The remaining statements have been written to support false facts and are therefore unacceptable.

After filing of above written statement filed by opposite party no. 3, rejoinder is also filed by applicant. In rejoinder, the applicant denied the averments of the written statement are stated as:

- (i) The Application filed by opposite party no. 3 dated 30-06-2017 is time-barred. According to the Act, the application should have been filed within 35 days of the ex-parte order. However, the application has been filed eight months later, and is liable to be dismissed. Orders for dismissal should be given.
- (ii) The reason for the delay in reinstatement has not been stated in the application submitted by the respondent, and therefore, the application is liable to be dismissed.
- (iii) The application for reinstatement has not been submitted on affidavit, and therefore, it is liable to be dismissed. Please dismiss it.
- (iv) No comment should be made on paragraphs 1, 2, and 3 of the written statement of opposite party no. 3 for reinstatement. The respondent should verify his or her statements.
- (v) The statements in paragraphs 4 and 5 are false, misleading, and baseless and are not valid. Because the respondent's application does not state when, on what date, and by whom they were informed of the dispute, it is therefore unreliable.
- (vi) The paragraphs of the written statement filed by opposite party no. 3 for restoration are false and baseless and cannot be accepted.

After that applicant filed some documents which is read as under:

1. Photocopy of the consultation order dated 30.12.2013 from the Assistant Labour Commissioner's office.
2. Photocopy of the payment details and attendance register for September 2009.
3. Photocopy of the payment details and attendance register for January 2010.
4. Photocopy of the payment details and attendance register for December 2010.
5. Photocopy of the payment details and attendance register for September 2011.

6. Photocopy of the payment details and attendance register for December 2011.
7. Photocopy of the payment details and attendance register for January 2012.
8. Photocopy of the payment details and attendance register for March 2012.
9. Photocopy of the payment details and attendance register for November 2012.
10. Photocopy of the payment details and attendance register for January 2013.
11. Photocopy of the payment details and attendance register for May 2013.
12. Photocopy of the list of security guards who received three months' payment (October, November, December 2013) from the Warehouse Management, related to the notice dated 21.01.2014.
13. Photocopy of the notice dated 05.07.2013 from Omkar Enterprises' supervisor, Tansen, regarding pressure to accept lower wages and a settlement related to ESI/PF.
14. Photocopy of the notice dated 11.07.2013 from Omkar Enterprises' supervisor, Tansen, regarding delayed payment.
15. Photocopy of the notice dated 13.07.2013 from Omkar Enterprises' supervisor, Tansen, regarding deposit of funds.

In rebuttal opposite party no. 1 & 2 filed documents which are read as under:

- (i) Certificate of Registration under sub sec. (2) of Sec. 7 of The Contract Labour (Regulation & Abolition) Act, 1970.
- (ii) Agreement dated 31st of August 2009 between Steel Authority of India Ltd., and M/s Onkar Enterprises 736, Sector 29, Noida, G.B. Nagar (U.P.)
- (iii) Letter dated 24.8.2011 extending the contract between Steel Authority of India Ltd., and Onkar Enterprises 736, Sector 29, Noida G.B. Nagar.
- (iv) Renewed up to date Certificate of Registration under Sub Sec. (2) of Sec. 7 of Contract Labour (Regulation & Abolition) Act, 1970 in favour of Steel Authority of India Ltd.
- (v) Letter dated 21.1.2014 of Warehouse Manager to LEO.
- (vi) Bills submitted by Onkar Enterprise from Oct. 2012 to Sep. 2013 to SAIL Warehouse, Panki, Kanpur.

As per reference the main question is whether the action of the management of Steel Authority of India Ltd., Kanpur/ M/s. Onkar enterprises, Noida in terminating the services of Sh. Lakhan Singh Yadav w.e.f. 31.12.2013 is just, fair & legal? If not, what relief the workman is entitled to?

In claim statement claimant is requested that he was an employee from 2009 to 31.12.2013 without any break but from an oral order his services were terminated 31.12.2013. He was continuously in work from September, 2009 to 31.12.2013 that is against the labour Act, 1947, his payment was not done as per law, his nature of job is permanent as this reason his services cannot be terminated and after termination new appointment has been done by opposite party that is illegal and unfair.

As per written statement of opposite party number 1 & 2, that there was never and continuous to be no employee-employer relationship between the answering party and applicant. Contents of para 10 are denied, being incorrect. The opposite party number 3 Sh H S Boparai of M/s Onkar Enterprises, 736 Sector 29, Noida, on his own engaged the applicant apparently in terms of the contract dated 31.08.2009 between him and O.P. No. 1 & 2 concerning firefighting/surveillance.

The applicant version is misleading and misdirected and contrary to facts, no oral evidence has been filled by the applicant to prove his version. The service of the applicant was never taken by O.P. No. 1 & 2 from September, 2009 to 31.12.2013 as alleged. It is submitted that the applicant was neither appointed nor engaged by OP no. 1 & 2 at any point of time.

The Opposite party number 3 on his own engaged the applicant apparently in terms of the contract date 31.08.2009.

Opposite party number 3 requested that he is a contractor and not an employer as defined in section 2 G of the Industrial Dispute Act, 1947. The contract work awarded to the opposite party no. 3 was time bound, it is fully known to the applicant hence no any locus standi to claim further work or challenge the disengagement as the project work came to an end by afflux of time.

Applicant was employed on contractual basis as per the requirement of opposite party number 1 & 2 and it was a time bound project as per requirement, need and desire of the opposite party number 1 & 2.

Therefore applicant is not entitled to any relief and also requested that opposite party number 3 was awarded the contract from two years, first is 01.09.2009 to 31.08.2011 and it was renewed from 01.09.2011 to 31.08.2013. Since the new contract was not finalized and the contract was only extended by one month more from 01 September to 30.09.2013. Hence no cause of action arises on 31.12.2013, as the extended period of contract is ended on 30.09.2013. After 30.09.2013, there was no contract in favour of opposite party number 3, contractor/opposite party number 3 is engaged any labour after 30.09.2013.

The main question is in this reference that the applicant is an employee of opposite party number 1 and 2 and his termination of services on dated 31.12.2013 is just fair and legal.

As per question of employee of the applicant of opposite party number 1 and 2 no any oral evidence is filed by the applicant.

Opposite party number 1 and 2 never engaged him as an employee. Opposite party number 1 and 2 has filled documentary evidence as shown above, after showing those papers it is established and proved that applicant is never work as employee in organisation of opposite party number 1 and 2.

Now the question arises, how the applicant works in the organisation of opposite party numbers 1 and 2. The opposite party number 3 in our written statement stated as mentioned above, he was contractor of the said period and he engaged to applicant in those periods for some works but the contract was not extended form 30.09.2013. Hence there is no any question of termination of the applicant on 30.12.2013 because the contract was not extended after 30.09.2013.

Applicant was filled some documentary evidence. After the perusal of those documents, in September, 2009 he worked and after that in the year of 2009 he never worked because salary sheet and attendance register is submitted only in September 2009. In year 2010, applicant is worked in January, 2010 because applicant is also filed salary sheet and attendance register of January, 2010 and December, 2010. In year 2011 applicant worked in September, 2011 and December, 2011 because salary sheet and attendance register is filed of above month. In year 2012 applicant is worked in January 2012, March 2012, November 2012 because he is filed salary sheet and attendance register and in 2013 he worked in January 2013, May 2013 only.

As per provision of section 25 B of the ID Act, 1947 as follows:

25-B. Definition of continuous service-For the purposes of this Chapter- (1) a workmen shall be said to be in continuous service for a period if he is, for that period, in uninterrupted service, including service accident or a strike which is not illegal, or a lock-out or a cessation of work which may be interrupted on account of sickness or authorised leave of which is not due to any fault on the part of the workman;

(2) where a workman is not in continuous service within the mean of clause (1) for a period of one year or six months, he shall be deemed 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;

As per above provision he never worked in continuous 240 days as given in section 25 B of the said Act.

After above discussion and averment applicant is failed to prove as stated in his claim statement that he is employee of opposite party number 1 and 2 as principal employer, he had not given any oral evidence. By way of documentary evidence it is not proved that he is employee of as said in provision of industrial dispute Act.

In view of the foregoing discussion and in the given circumstance the reference stands disposed of as of 'NIL' award.

Reference is answered accordingly.

Parties are left to bear their respective costs.

Date: 03.02.2026

Shri RAJENDRA PRASAD SRIVASTAVA, H.J.S. (Retd.), Presiding Officer

नई दिल्ली, 25 जून, 2026

का.आ. 1359.—औद्योगिक विवाद अधिनियम (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार आईसीआईसीआई प्रूडेंशियल लाइफ इंश्योरेंस कंपनी लिमिटेड के प्रबंधन के संबंध में न्यू जेनरेशन बैंक्स एंड इंश्योरेंस स्टाफ एसोसिएशन के बीच अनुबंध में निर्दिष्ट केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, एर्नाकुलम, पंचाट (रिफरेंस नं.- 45/2021) को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 25.06.2026 को प्राप्त हुआ था।

[सं. एल-12011/13/2021-आईआर(बी-1)]

सलोनी, उप निदेशक

New Delhi, the 25th June, 2026

S.O. 1359.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (**Reference No. 45/2021**) of the **Central Government Industrial Tribunal cum Labour Court, Ernakulam** as shown in the Annexure, in the Industrial dispute between the employers in relation to **ICICI Prudential Life Insurance Company Ltd. and New Generation Banks and Insurance Staff Association** which was received along with soft copy of the award by the Central Government on 25.06.2026.

[F. No. L-12011/13/2021-IR(B-I)]

SALONI, Dy. Director

ANNEXURE

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, ERNAKULAM

Date: 23-04-2026

PRESENT: SUSHIL KUMAR-II,
PRESIDING OFFICER
Industrial Dispute No. 45/2021

BETWEEN

The General Secretary,
New Generation Banks and
Insurance Staff Association,
Maruthi Vilas, Canon Shed Road,
Kochi, Ernakulam-682 011.

... I Party / Petitioner

AND

1. The Manager,
ICICI Prudential Life Insurance Company Ltd,
1089, 2nd floor, South Block,
ICIC Prulife Towers, Prabhadevi,
Mumbai-400 025.

2. The Head HR,
ICICI Prudential Life Insurance Company Ltd,
Second floor, Ravi's Arcade, M.G. Road,
Ernakulam-682 035.

... II Party / Respondent

APPEARANCE

For the Appellant	:	None
For the Respondent Nos.1 & 2	:	M/s. Menon & Pai, Advocates

The Central Government, Ministry of Labour & Employment, New Delhi vide its order No. L-12011/13/2021 (IR) B-I) dated 16-08-2021 referred the following Industrial Dispute to this Tribunal for adjudication:-

2. The schedule mentioned in that order is:

“Whether the action of the management of ICICI Prudential Life Insurance Company to deny employment to Smt. Swapna Nagapally is justified or not? If not to what relief the employee is entitled to?”

3. Earlier, this Industrial Dispute was registered as ID No.45 of 2021 by this Tribunal and notice/summon was issued by the Registry to the Petitioner Association for appearance on 08.11.2021 and to file claim statement, but none appeared on behalf of the Union/Petitioner. Subsequently, the case was adjourned to 23.11.2021, 09.02.2021 and 04.05.2022 to file claim statement of the Petitioner. Even no vakalat has been filed on behalf of the Petitioner/union. On 04.05.2022, when the matter was taken up for hearing, none appeared on behalf of the union and the Petitioner was set set-exparte and the case was adjourned to 14.09.2022. On that date, neither the Petitioner was present nor any adjournment was filed by the Petitioner/Union before this Tribunal.

4. To-day, when the matter is called for hearing, neither the Petitioner nor the learned counsel on behalf of the Petitioner Union is present. No petition has been filed by the Petitioner seeking any adjournment. Though, this I.D was filed by the Petitioner Union before this Tribunal in the year 2021, the Petitioner/Union never entered appearance and remained absent and in the interest of justice, several opportunity of hearing was provided to the Petitioner/Union. From the above, it appears that the Petitioner is not evincing any interest to pursue the appeal.

5. Further, the very same Petitioner preferred IOP No.20/2025 before the Hon'ble Sub-Court, Thrissur in the year 2025 against her termination order from the service of the ICICI Prudential Life Insurance Company Ltd. Copy of the plaint furnished by the Plaintiff is placed on record,

AWARD

In view of the aforesaid discussion, keeping in view of the above position and in terms of provisions of Rule 15(1) of the EPAT (Procedure) Rules, 1997, this Industrial Dispute raised by the Petitioner Union is liable for dismissal. The ID is dismissed accordingly.

Record be consigned to the record room.

Place:Ernakulam

Date: 23-04-2026

SUSHIL KUMAR-II, Presiding Officer

नई दिल्ली, 29 जून, 2026

का.आ. 1360.—औद्योगिक विवाद अधिनियम 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार यूनियन बैंक ऑफ इंडिया के प्रबंधतंत्र, संबद्ध नियोजको और उनके कर्मकारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय चेन्नई के पंचाट (93/2022) प्रकाशित करती है।

[सं. एल-39025/01/2026- आई आर (बी-II)-62]

सलोनी, उप निदेशक

New Delhi, the 29th June, 2026

S.O. 1360.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. 93/2022) of the *Cent.Govt.Indus.Tribunal-cum-Labour Court Chennai* as shown in the Annexure, in the industrial dispute between the management of Union Bank of India and their workmen.

[No. L-39025/01/2026- IR(B-II)-62]

SALONI, Dy. Director

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

Date: 08-06-2026

Present: SUSHIL KUMAR-II,
PRESIDING OFFICER

I.D. No.93/2022

BETWEEN

Shri R.Subash,
S/o. D.Rajendran
25/D, Dr.Ambedkar Street,
Kashpa Power Line Street,
Vellore-632 001.

: 1st Party/ Petitioner

AND

1.The Chief General Manager,
Union Bank of India,
239, Vidham Bhawan Marg, Nariman Point,
Mumbai-400 021.

2.The Zonal Chief Manager,
Andhra Bank Zonal Office,
No.168, Linghi Chetty Street,
Chennai-600 001.

3.The Branch Manager,
Andhra Bank, Katpadi Branch,
Vellore Taluk & District.

: 2ⁿ Party/Respondents

Appearance:

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

For the 2nd Party/ Respondent No. : M/s.T.S.Gopalan & Co., Advocates

This is a claim petition filed by the Petitioner Shri R.Subash u/s.2A of the Industrial Disputes Act, 1947 directly seeking relief of reinstatement into service of the Respondent/Bank with continuity of service, back wages and all other attendant benefits.

2. As per the case of the Petitioner, he was appointed on 29.01.2015 in the Respondent /Bank as temporary staff at the fixed pay of Rs.5850/- plus DA & HRA as payable at that time. Subsequently, the Respondent/bank refused employment on 29.01.2015 (It appears that the Petitioner has wrongly mentioned this date by mistake). On perusal of reply filed by the Respondent/Bank, it reveals that Petitioner was denied service on 12.11.2018. Therefore, the Petitioner claims that he has served more than 240 days in the Respondent/Bank and thus, claims reinstatement into service with continuity of service, full back wages and all other attendant benefits with costs.

3. The Respondents in its reply stated that on 29.01.2015, the Andhra Bank opened a branch at Katpadi, Vellore District. The Petitioner was son of one Mrs. Maheshwari, who was working as part-time sweeper in Vellore branch and on her suggestion, the Petitioner was engaged as a temporary sub-staff. At the time of opening the branch at Katpadi, regular appointment could not have offered, so it was merely a temporary arrangement and was not made after adopting due process of recruitment.

4. It is further stated in the Counter reply that in the year 2017 recruitment process for the posts of sub-staff was initiated to fill up 10 vacancies in which the Petitioner was also participated, but could not have satisfied age criteria and therefore, the Petitioner's case could not have considered and after conclusion of recruitment process, one Ramya, a handicapped girl (deaf & dumb) was selected and posted as sub-staff of the Katpadi branch and she joined during November, 2018 and on her joining, the Petitioner's service had to be discontinued. It is also stated that 5 years age relaxation was applicable to a candidate belongs to Scheduled Caste category and the Petitioner's date of birth was 07.01.1986 and at the time of recruitment, he crossed his age limit and attained the age of 31 years. Therefore, the Petitioner was over-aged and thus his candidature could not be considered at the time of recruitment.

5. It is further stated in the reply statement that the industrial dispute raised by the Petitioner is barred by limitation and thus, the Petitioner is not entitled to any relief, as the Petitioner was denied service w.e.f 12.11.2018 and claim statement was filed before this Tribunal on 30.08.2022, which is beyond three years of limitation period.

Witnesses Examined:

For the First Party Petitioner : WW1 Shri R.Subash

For the 2nd Party/Management : None

Documents Marked:

On the Petitioner's side:

Ex.No.	Date	Description
Ex.W1		Copy of Transfer Certificate of the Petitioner
Ex.W2		Copy of Department of Employment & Training card of the Petitioner
Ex.W3		Copy of community certificate of the Petitioner
Ex.W4	23.04.2015	Copy of letter engaging Petitioner was temporary sweeper of the Respondent
Ex.W5	-	Copy of application submitted by the Petitioner for the post of part time sweeper to the Respondent bank.
Ex.W6	-	Copy of acknowledgement issued by Respondent bank
Ex.W7	-	Copy of salary records of the Petitioner for the period 2015 to 2017.
Ex.W8	09.02.2022	Copy of petition in I.D. No. case No.MM45/11/2021-B2 Industrial Disputes of the Petitioner
Ex.W9	-	Copy of reply filed by the 2 nd Respondent in ID case No. MM45/11/2021-B2
Ex.W10	30.05.2022	Copy of certificate of Conciliation Officer, Chennai issued in No.M7(28)/2021-B2 u/s.2A of the ID Act, 1947.

Documents Marked:

On behalf of Respondent/Management

Ex.No.	Date	Description
Ex.M 1	02.03.2017	Recruitment of sub-staff Notification from recruitment section, HR Department, Andhra Bank to Zonal Office, Chennai
Ex.M 2	02.05.2022	Notice from I/C RLC (Central) Chennai u/r No.MM-7/28/2021-B2 notifying hearing on 12.05.2022 issued parties to the dispute.
Ex.M3	12.05.2022	Proceedings of hearing on 12.02.2022 before RLC, Chennai in M/45/11/2021-B2.

6. Heard the learned counsels appearing for either side and perused the records. The questions that arise for consideration are:-

- Whether the claim petition filed by the Petitioner is time barred or not?
- Whether the service of the Petitioner was terminated illegally?

7. On perusal of the counter statement filed by the Respondent/bank, it is clear that the Petitioner has filed the claim petition u/s. 2A of the Industrial Disputes Act, 1947 before this Tribunal belatedly. Admittedly, the Petitioner was discharged from duty by Respondent bank w.e.f. 12.11.2018 and the Petitioner has filed the claim petition on 02.09.2022. The learned counsel appearing on behalf of the respondent argued that the industrial dispute has been filed after the prescribed limitation period and therefore, it is liable to be rejected as not maintainable.

8. He relied on the case law in *Shri Ravikumar Vs. Management of Tamil Nadu Transport Corporation*, Tirunelveli Division. The facts of the case are as follows:-

The Petitioner in that case was working as driver with the Respondent Corporation and was dismissed from service on 04.04.2005. The Petitioner raised a dispute before the Labour Office on 02.01.2014 in which failure report was given on 25.03.2014. The Petitioner has raised an Industrial Dispute No.64/2014 before the Labour Court and the Tribunal dismissed the ID on the sole ground of limitation by applying section 2A(3) of the Industrial Disputes Act, 1947.

9. Subsequently, the Petitioner preferred an appeal before the Hon'ble High Court of Madras in W.P.(MD) No.4269 of 2017 and the Hon'ble High Court vide its order dated 11.04.2017 under para 8 held as under:-

"8. The learned counsel for the respondent also relied upon a judgment of this Court in W.P. No. 15552 of 2015 wherein a learned Single Judge of this Court has dismissed a similar Writ Petition filed by the workman who challenged the award passed by the Labour Court dismissing the claim statement made by the petitioner therein on the ground of delay. After referring to the amended provision, this Court has held as follows:

"The aforesaid provision infers that the workman must raise an industrial dispute before the Conciliation Officer and upon expiry of 45 days from the date of filing an application before the Conciliation Officer, the workman can move application to the Labour Court before the expiry of three years from the date of his dismissal. In any event, right conferred under Section 2A of the Act lapse immediately preceding the date of expiry of three years of the date of dismissal. Sub-section (3) of Section 2A operates independently, despite the continuation of the conciliation proceeding. While such being the settled provision, in the case on hand, the petitioner was dismissed from service on 06.08.2010. Thereafter, after a lapse of 4 years and 2 months, he filed an application under Section 2A(2) of the I.D. Act before the Labour Court only on 31.10.2014. At this juncture, the contention of the petitioner is that he was unable to file an application before the Labour Court, since his application filed before the Conciliation Officer was pending. Such contention of the petitioner cannot stand to legal scrutiny, for, Sub-Section 3 of Section 2A of the Act operates independently, despite the continuation of the conciliation proceedings. Therefore, he ought to have filed an application before the learned Labour Court with three years from the date of dismissal order passed by the first respondent Corporation on 06.08.2010."

Accordingly, the Writ Petition was dismissed and the order of the Tribunal was confirmed.

10. The learned counsel appearing on behalf of the Petitioner argued that time must be counted from the date of failure of conciliation proceedings before the Labour Commissioner. This contention of the learned counsel for the Petitioner is against the provisions of section 2A(3) of the Industrial Disputes Act, 1947.

11. Section 2A(3) of the Industrial Disputes Act, 1947 runs as under:-

"Section 2A of the principal Act shall be numbered as sub-section (1) thereof and after sub-section (1) as so numbered, the following sub-sections shall be inserted, namely:-

(2) anything Notwithstanding contained in section 10, any such workman as is specified in sub-section (1) may, make an application direct to the Labour Court or Tribunal for adjudication of the dispute referred to therein after the expiry of forty-five days from the date he has made the

application to the Conciliation Officer of the appropriate Government for conciliation of the dispute, and in receipt of such application the Labour Court or Tribunal shall have powers and jurisdiction to adjudicate upon the dispute, as if it were a dispute referred to it by the appropriate Government in accordance with the provisions of this Act and all the provisions of this Act shall apply in relation to such adjudication as they apply in relation to an industrial dispute referred to it by the appropriate Government.

(3) The application referred to in sub-section (2) shall be made to the Labour Court or Tribunal before the expiry of three years from the date of discharge, dismissal, retrenchment or otherwise termination of service as specified in sub-section (1)."

12. As per the case of Mr. Prince Packianathan Vs. The General Manager, Tamil Nadu Transport Corporation in W.P (MD) No.15552 of 2015 dated 28.08.2015 passed by the Hon'ble High Court of Madras, aforesaid provision infers that the workman must raise an industrial dispute before the Conciliation Officer and upon expiry of 45 days from the date of filing an application before the Conciliation Officer, the workman can move application to the Labour Court before the expiry of three years from the date of his dismissal. In any event, right conferred under Section 2A of the Act lapse immediately preceding the date of expiry of three years of the date of dismissal. Sub-section (3) of Section 2A operates independently, despite the continuation of the conciliation proceeding.

13. This Tribunal is bound by the above findings of the Hon'ble High Court of Madras in the case of Prince Packianathan cited supra. The limitation period prescribed under the above provision is mandatory and this Tribunal has no discretion to extend the period of limitation. This fact is established that the Petitioner after expiry of three years has preferred the claim petition before this Tribunal on 2nd September, 2022. Therefore, in the light of the above reasons, the claim petition filed by the Petitioner is dismissed mere on the ground of being time barred *in limini*.

AWARD

As per discussion above, the claim petition filed by the Petitioner is barred by limitation and the same is dismissed as barred by limitation.

Record be consigned to the record room.

Place : CHENNAI

Date : 08.06.2026

SUSHIL KUMAR-II, Presiding Officer

नई दिल्ली, 29 जून, 2026

का.आ. 1361.—औद्योगिक विवाद अधिनियम 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार इलाहाबाद बैंक के प्रबंधतंत्र, संबद्ध नियोजको और उनके कर्मकारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय भुवनेश्वर के पंचाट (03/2018) प्रकाशित करती है।

[सं. एल-12011/57/2017- आई आर (बी-II)]

सलोनी, उप निदेशक

New Delhi, the 29th June, 2026

S.O. 1361.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref.03/2018) of the *Cent.Govt.Indus.Tribunal-cum-Labour Court Bhubaneswar* as shown in the Annexure, in the industrial dispute between the management of Allahabad Bank and their workmen.

[No. L-12011/57/2017- IR (B-II)]

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. 03/2018

Date of Passing Award – 21st January, 2026

Between:

The Deputy General Manager,
 Allahabad Bank, Zonal Office,
 3/1-B, IRC Village, Civic Centre,
 Bhubaneswar - 751015.

... 1st Party-Management.

-versus-

The General Secretary,
 Orissa State Allahabad Bank Employees Union,
 C/o Allahabad Bank, Service Branch,
 IRC Village, Nayapalli,
 Bhubaneswar(Orissa)-751025.

... 2nd Party-Union.

Appearances:

Mr. Subrat Mishra, Advocate ... For the 1st Party-
 Management

Mr. Pradyumna Pattnaik,
 Advocate ... For the 2nd Party-Union.

AWARD

In the present case, a reference was received from the Section Officer to the Government of India, Ministry of Labour, New Delhi vide order No. L-12011/57/2017 – IR(B-II), dated 26.12.2017 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 claim of the Union for over time wage to be paid to the employees/award staff members of Allahabad Bank who have worked extra time beyond normal working hours during the period of demonetization from 10/11/16 to 18/11/16 except on 12 & 13/11/16(since paid) by the management of Allahabad Bank, Odisha as per the provision of Bi-partite Settlement is legally tenable and justified? If not, what relief the employees are entitled to?

2. The case of the Second Party-Union is as follows:

That the Employees/Award Staff(Non-Executive Staff) of the management of Allahabad Bank, Odisha Zone, Odisha had worked extra time beyond the normal working hours during the period of demonetization from 10.11.2016 to 18.11.2016 as per notice issued by the Reserve Bank of India vide its letter No. RBI/ 2016-17/112/ DCM(Pig) No. 1226/ 10.27.00 /2016-17 dated 08.11.2016 to all Public Sector Banks, Public Private Sector Banks, etc. Subsequently, all the employees of the management bank had taken their step to cope up with the decision of RBI and extended their support by adhering to the flexible working hours after completion of the in-structured work. The eligible employee had submitted a representation for releasing the payment of overtime allowances as per the Bipartite Agreement but the management had kept the matter pending without giving any decision and avoided to pay the legitimate demand of the employees. The employees of different branches of Allahabad Bank in Odisha raised the matter before the Union, which had been represented to the Head of the Odisha Zone on 16.11.2016, 03.10.2017 and 20.03.2017 but the management had released part payment of overtime allowance only for two days particularly for normal duty hours for 12.11.2016 and 13.11.2016. Subsequently the Union took up the matter before the Labour Department i.e. before the Asst. Labour Commissioner(Central), Bhubaneswar but the management did not agree during the conciliation proceeding, resulting in reference of this case. The holding of payment of overtime allowances

to eligible employees is illegal and arbitrary as it is their statutory right to claim for the extended abnormal working hours in the course of working days and also holidays during the period of demonetization from 10.11.2016 to 18.11.2016. The employees of the bank were on work, extending their working hours during the period from 10.11.2016 to 18.11.2016. The parties are duty-bound to the Bi-partite Agreement but the benefits of eligible bank employees during the contingent works are not being followed. The management bank had paid the allowance for the overtime work done on 12.11.2016 and 13.11.2016 only

for the normal hours of work but not for extended hours of overtime work. The other nationalised banks like UCO Bank, Bank of Baroda, and Central Bank of India and many other banks had released the overtime allowances to the eligible employees abiding the overtime as a statutory rights of the employees.

A prayer has been made with a direction to the management to pay the overtime allowances to all eligible staff/employees during the extended abnormal working hours from the period 10.11.2016 to 18.11.2016 as per Bi-partite Settlement.

3. On the other hand, the case of the first party management is as follows:

The present dispute is not at all maintainable both in the eye of law and facts. The Union is not entitled to any relief and the claim of the union is unfounded and baseless. There is no material to show that this is an industrial dispute. The bank had already paid the overtime for 12.11.2016 and 13.11.2016 to the eligible employees. In an emergency like situation and for the successful implementation of the demonetization scheme of the Government of India, all the banks in Odisha were kept open up to 6 P.M for a few days to tackle the unprecedented rush of the public for exchanging the specified bank notes. The member of eligible staff had already been compensated by payment of overtime for two days, i.e. 12.11.2016 and 13.11.2016 under the instruction of Head office so, no further compensation in any form is payable. The raising of dispute by the Second Party Union is ill- conceived and without any basis.

A prayer has been made to pass an award in favour of the first party management.

4. The 2nd party-workman has filed rejoinder to the written statement of the 1st Party-Management denying the averments mentioned in the written statement of the 1st Party-Management.

5. On the basis of the pleadings of both the parties following issues are settled in this case.

ISSUES

I) Whether the claim of the Union for over time wage to be paid to the employees/award staff members of Allahabad Bank who have worked extra time beyond normal working hours during the period of demonetization from 10.11.2016 to 18.11.2016 except on 12 & 13.11.2016 (since paid) by the management of Allahabad Bank, Odisha as per the provision of Bi-partite Settlement is legally tenable and justified?

II) If not, what relief the employees are entitled?"

6. The 2nd Party-Union has examined only one witness in this case. He is W.W.- 1 Sri Trinath Sahoo. The Union has not proved any documents in support of its case.

7. The Management of Allahabad Bank has neither examined any witnesses nor proved any documents in this case.

FINDINGS

ISSUE NO. I & II

8. The learned lawyer for the 2nd party-Union has submitted that during the period of demonetization from 10.11.2016 to 18.11.2016 as per notice issued by the Reserve Bank of India all the employees of the Management-Bank had extended their support by extending working hours after completion of their work, but they have not been paid the over-time work done by the employees from 10.11.2016 to 18.11.2016.

9. He has also argued that the Management had released part time or over-time allowances only for two days of 12.11.2016 and 13.11.2016. He has further submitted that the employees had been paid for duty on 12.11.2016 and on 13.11.2016 for normal hours of work but not for extended hours of over-time work whereas other Nationalized Banks like UCO Bank, Canara Bank and others had released over time wages to the eligible employees as per bi-partite agreement.

10. On the other-hand the learned lawyer for the Management has submitted that the 1st Party-Management-Allahabad Bank had already paid the over-time wages for 12.11.2016 and 13.11.2016 to eligible employees and in emergency like situation of implementation of de-monetization scheme all the Banks in Odisha

were kept opened up-to 6 P.M. for two days, so the claim of the Union is not maintainable.

11. At the outset of discussions the Tribunal thinks it proper to discuss the evidence of W.W.-1 .

The W.W.-1 Sri Trinath Sahoo has deposed that he is appearing on behalf of the Odisha State Allahabad Bank Employees Union at Bhubaneswar. He has also deposed that the Union has raised this dispute for payment of over-time duty allowances/overtime wages of the employees/award staff (non-executive) of Allahabad Bank as per bi-partite settlement dated 19.10.1966 who worked extra time beyond the normal working hours during the period of demonetization from 10.11.2016 to 18.11.2016. He has also deposed that the Management had released part payment of over-time allowances for 12.11.2016 and 13.11.2016 enunciating as holidays under the clauses of Bi-partite settlement. He has also deposed that the Union took the matter before the Asst. Labour Commissioner (Central), Bhubaneswar and the conciliation proceeding failed as the Bank-Management had not considered the claim of the Union. He has also stated that other nationalized Banks like State Bank of India, Bank of Baroda, Central Bank of India and other Banks has released the over-time allowances to the eligible employees, so the employees/award staff of Allahabad Bank are entitled for over-time allowances for the period from 10.11.2016 to 18.11.2016. In the cross examination he has stated that there was a direction from the office of the Prime Minister to co-operate and to work hard during the period in dispute, but we had not received over-time wages for over-time work during the aforesaid period. He has also stated that the Management of other Banks had paid over-time wages to their employees during that period. He has also stated that the employees got their wages on 12.11.2016 and on 13.11.2016 for the normal working hours as those two days were public holidays and they had not received any over-time wages for those two days. He has also deposed that there was no direction in other Zones of Management- to work over-time, whereas the present Management had directed the employees in writing for over-time work.

12. The Union has not proved any documents in support of his claim but has filed some documents which requires for discussions here.

The Union has filed the extract copy of hour of work as mentioned in bipartite settlement. Further the Union has filed a circular of UCO Bank dated 30.03.2017 in which it is mentioned that award staff who were required to work in extended business hour in the period from 10.11.2016 to 19.11.2016 except 12th November and 13th November, 2016 should be eligible for payment of over time allowances as per applicable provisions of bipartite settlement for actual over time work. Further the Union has filed the circular of the Union Bank dated 13.01.2017 in which it is mentioned that payment of over time allowances as per applicable provisions of bipartite settlement for all working days from 14.11.2016 to 19.11.2016. Additionally, the Union has also filed a circular letter dated 03.02.2017 of Central Bank of India in which it is mentioned that upon considering the request received from various quarters management has decided to take over-time to award staff who have worked on the extended hours maximum up to 7 P.M. for the 10th, 11th, 15th to 17th November, 2016.

13. Now after analyzing the pleadings of both the parties and after analyzing oral evidence of W.W.-1 as well as documents filed by the Union it is quite apparent that the award staff/employees (non-executive) of the Management of Allahabad bank Odisha Zone had worked beyond the normal of working hours during the period of demonetization from 10.11.2016 to 18.11.2016. Further it is an admitted fact that, the employees/award staff of the Management of Allahabad Bank, Odisha Zone had been compensated for the work done by the workmen for 12.11.2016 and 13.11.2016 which were holidays.

14. It is required to mention here that the Central Bank of India, UCO Bank and Union Bank of India had issued their circulars regarding payment of over-time wages to the award staff of their Branch for working in extended business hour for the period 10th to 18th November, 2016 as per bipartite settlement.

15. Now the 1st Party-management has not denied any-where that during the period of 10.11.2016 to 18.11.2016 except 12.11.2016 and 13.11.2016 the award staff/employees of its Bank had not worked for extended business hour during the said period, so it is an admitted position that the award staff and employees of the 1st Party-Management had worked for extended business hour during the period from 10.11.2016 to 18.11.2016 except 12th & 13th November, 2016 However, the Management of 1st Party had compensated the employees/award staff for their work done on 12th and 13th November which are holidays.

16. In view of the above discussions, the Tribunal is of the view that the claim of the Union for over-time wages to be paid to the employees/award staff members of the Allahabad Bank who worked for extra time beyond normal working hours during the period of demonetization from 10.11.2016 to 18.11.2016 except 12 and 13 November, 2016 is legal and justified. Hence the Issue no. I and II are decided in favour of the 2nd Party-Union.

ORDER

17. In view of the above discussions (supra) the employees/award staff of the Allahabad Bank of Odisha Zone are entitled for the relief for the payment of over time allowances who had worked extra time beyond the normal working hours during the period from 10.11.2016 to 18.11.2016 except on 12 & 13 November, 2016.

18. This is the Award of the Tribunal.

19. Let this Award be sent to the appropriate Government, as required under Section 17 of the Industrial Disputes Act, 1947 for publication.

20. Office is directed to consign the record to the record room.

Dictated & Corrected by me.

Sri Dinesh Kumar Singh, Presiding Officer

नई दिल्ली, 29 जून, 2026

का.आ. 1362.— औद्योगिक विवाद अधिनियम 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार पंजाब नैशनल बैंक के प्रबंधतंत्र, संबद्ध नियोजको और उनके कर्मकारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय भुवनेश्वर के पंचाट (71/2018) प्रकाशित करती है

[सं. एल-12011/67/2018- आई आर (बी-II)]

सलोनी, उप निदेशक

New Delhi, the 29th June, 2026

S.O. 1362.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref.71/2018) of the *Cent.Govt.Indus.Tribunal-cum-Labour Court Bhubaneswar* as shown in the Annexure, in the industrial dispute between the management of Punjab National Bank and their workmen.

[No. L-12011/67/2018- IR (B-II)]

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. 71/2018

Date of Passing Award – 20th January, 2026

The Circle Head,
Punjab National Bank,
Circle Office, Deendayal Bhawan,
4th Floor, Ashok Nagar,
Bhubaneswar (Orissas)

-Vrs.-

... 1st Party-Management.

The General Secretary,
All Odisha Punjab National Bank
Employees Union, C/o. Punjab
National Bank, 111-A, Station Square,
Bhubaneswar (Orissa)

... 2nd Party-Union.

Appearances:

Sri Manas Kumar Swain, A/R

... For the 1st Party-
Management

Sri Ramesh Chandra Mansingh, A/R.

... For the 2nd Party-Union.

AWARD

In the present case, a reference was received from the Section Officer to the Government of India, Ministry of Labour & Employment, Bhubaneswar vide order No. L-12011/67/2018 – IR(B-II) dated 14.11.2018 in exercise of the powers conferred by clause (d) of sub-section (1) and sub-section (2A) of Section 10 of the Industrial Disputes Act, 1947 (14 of 1947) for adjudication of a dispute, under the following schedule:-

“1. “Whether the action of the management of Punjab National Bank, Zonal Head, Bhubaneswar, not offering appointment to workman Shri B. Santosh Kumar

as regular sub-staff sweeper based on preference over others as per the provisions of Industry level Bipartite Settlement of the management dated 19.10.1966 is legal and justified? If not, what relief the aggrieved workman is entitled to?”

2. “Whether the action on the part of the management Punjab National Bank, Hinjilicut Branch in disengaging the workman Shri B. Santosh Kumar, Part Time Sweeper without complying the provision of Section 25-F of Industrial Disputes Act, 1947, is legal and justified? If not, what relief the workman is entitled to?”

2. The case of the 2nd party-union is as follows:

That the service condition of Bank employees is governed by the Industry Level Bi-partite settlement signed from time to time since 19.10.1966 between the management of Banks represented through Indian Bank's Association and the workmen of different banks represented through Indian Bank's Association (IBA) and through All India Bank Employees' Association. The provisions of Industry Level Bi-partite Settlement are binding on both the parties. The clause 20.8 of 1st Bi-partite settlement dated 19.10.1966 mentions that “A temporary workman may also be appointed to fill a permanent vacancy provided that such temporary appointment shall not exceed a period of three months during which the bank shall make arrangements for filling up the vacancy permanently and if such temporary workman is eventually selected for filling up the vacancy the period of such temporary employment will be taken into account as part of his probationary period.

Further the clause 20.12 of the settlement provides that “other things being equal, temporary workman will be given preference for filling up permanent vacancies and if selected they may have to undergo probation.

The workman B Santosh Kumar was working as a part time sweeper on 1/3rd scale wage in Hinjilicut Branch of Punjab National Bank since 14.08.2015 on temporary basis as no sweeper was appointed by the bank till that date and he was being paid his monthly wages regularly. His performance and conduct was quite satisfactory which is evident from the letter dated 11.02.2016 of Branch

Manager, Hinjilicut Branch, Punjab National Bank. Later on, the 1st party-management had taken step to fill up the vacancy of sweeper under Bhubaneswar circle permanently and consequently a recruitment process was initiated. The workman B. Santosh Kumar was allowed to participate in the recruitment process along with others and he was selected for recruitment as sweeper as per select list. At the time of initiating the recruitment process three vacancies were identified for sweepers in the District of Ganjam (Odisha) but after final selection two vacancies were filled up keeping the third vacancy at Hinjilicut Branch unfilled. The workman B. Santosh Kumar had worked for more than 2 years and 3 months from 14.08.2015 to 06.12.2017 on temporary basis, so he is entitled to be regularized in Bank service retrospectively from the date of his first engagement counting the entire temporary period of engagement but he had not yet been appointed by the 1st party-management. In the mean time when a dispute was raised before the Conciliation Authority, the 1st party-management disengaged the concerned workman in most vindictive manner without even complying the Section-25(F) of the Industrial Disputes Act, 1947. The 1st party-management has practiced the unfair labour practice by disengaging the concerned workman after long period of service of 845 days.

A prayer has been made to issue necessary direction to the 1st party-management for appointment of workman B. Santosh Kumar.

3. On the other hand, the case of 1st party-management as per the written statement is as follows: -

That the workman B. Santosh Kumar is not a workman under Section 2(s) of the Industrial Disputes Act, 1947. He was merely working on leave gap arrangement and his services were utilized as and when required, for which he was duly paid. There had been no agreement with the workman and there is no employer-employee relationship existed between the 1st party-management and the concerned workman, so there is no Industrial Dispute. The sweepers were recruited through due procedure of recruitment by publishing the advertisement

in the newspaper and on the notice board. In this matter advertisement for recruitment of part time sweeper was issued and the concerned workman had submitted an application but as per Select List he was placed on the 6th position in the merit list for S.C category so his name was not approved for appointment as Part Time Sweeper. The vacancy for the recruitment for the part time sweeper in districts under Bhubaneswar circle was published on newspaper dated 04.11.2016 in which three vacancies (1 SC, 1 ST and 1 UR) were identified for the District of Ganjam for which 9(nine) applications were received directly and 58 candidates were sponsored by the District Employment Exchange.

After scrutinizing all the applicant, 29 candidates (18 SC, 7 ST, 4 UR) were found eligible for the post of Part Time Sweeper as per bank guidelines. After that category wise list of Ganjam District was prepared and the candidates at Sl. No. 1 in each category in the merit list were approved for appointment.

The concerned workman was merely engaged on leave gap arrangement for which he was paid and he was not given temporary employment in Bank, so the provision of clause 20.8 of Bi-partite settlement is not applicable in this case. Moreover, the workman had applied for appointment in the post of Part Time Sweeper in view of advertisement dated 04.11.2016 and his candidature was duly considered but his name appeared at No. 6 on the merit list for SC category as a result, he was not appointed as part time sweeper. Further, the workman was engaged on leave gap arrangement so he cannot claim status of temporary employee. The workman was engaged as sweeper on stop gap arrangement for sweeping the Branch premises and was compensated for services given by him. The services of concerned workman were no longer required so his service was discontinued as no employer-employee relationship was existed between him and the 1st party-management. Moreover, the workman has no right to claim regularization in service in any manner.

A prayer has been made to pass an award in favour of the 1st party-management.

4. The 2nd party-union has filed rejoinder to the written statement filed by the 1st party-management denying all the averments made in the written statement of the Management.

5. On the basis of the pleadings both the parties following issues are framed:-

ISSUES

1. Whether the case is maintainable?
2. Whether the action of the management of Punjab National Bank, Zonal Head, Bhubaneswar, not offering appointment to workman Shri B. Santosh Kumar as regular sub-staff sweeper based on preference over others as per the provisions of Industry level Bipartite Settlement of the management dated 19.10.1966 is legal and justified? If not, what relief the aggrieved workman is entitled to?
3. Whether the action on the part of the management Punjab National Bank, Hinjilicut Branch in disengaging the workman Shri B. Santosh Kumar, Part Time Sweeper without complying the provision of Section 25-F of Industrial Disputes Act, 1947, is legal and justified? If not, what relief the workman is entitled to?
4. If not, what relief the workman is entitled to?
6. The 2nd Party-Union has examined two witnesses. They are W.W.-1 Ramesh Chandra Mansingh and W.W-2 B. Santosh Kumar the disputant workman.

The W.W.-1 has proved the following documents which are marked as

Ext.-1 – Copy of the letter to Circle Head in respect of application of the workman, issued on dated 11.02.2016.

Ext.-2 – Copy of the letter of Branch Office, Hinjilicut dated 10.11.2016.

Ext.-3 – Copy of the PTS Recruitment dated 11.12.2017.

Ext.-4 – Copies of the Bank Pass Book.

Ext.-5 series – Copies of the credit cash vouchers.

Ext.-6 series – Copies of the Bipartite Settlement.

7. The Management has examined only one witness. He is M.W.-1 Shri Manas Kumar Swain. He has proved following documents which are marked as:-

Ext.-A – Copy of Newspaper publication dated 04.11.2016 in Oriya daily the Prameya.

Ext.-B – Copy of the Excel Sheet on the merit list for the post of PTS in Ganjam District.

Ext.-C – Copy of the list of eligible candidates for the PTS in Ganjan District.

FINDINGS

8. The Tribunal thinks it proper to discuss first of all the Issue No. II

Issue No. II

9. It has been submitted by the learned lawyer for the workman that the disputant workman B. Sanotsh Kumar was working as a part time sweeper on 1/3rd scale wage in Hijilicut Branch of Punjab National Bank since 14.08.2015

on temporary basis as no sweeper was appointed by that time. He has also argued that under clause 20.8 of the first bipartite settlement dated 19.10.1966 a temporary workman may also be appointed to fill up a permanent vacancy provided that such temporary appointment shall not exceed a period of three months during which the Bank shall make arrangement for filling up the vacancy permanently. He has also submitted that the disputant workman B. Santosh Kumar had worked for more than two years on temporary basis, so he is entitled to be regularized in Bank service from the date of his engagement.

10. On the other-hand the A/R for the management has submitted that the disputant workman was engaged on leave gap arrangement and his services were utilized as and when required for which he was duly paid. He has also submitted that the management had issued an advertisement for recruitment of part time sweeper and the disputant workman had participated in the process of selection but his name was not approved for appointment as he was placed on 6th position on the merit list of SC category, so, the disputant workman is not entitled for regularization of his service.

11. At this stage the Tribunal thinks it proper to discuss the oral and documentary evidence of both the parties.

The W.W.-1 Ramesh Chandra Mansingh has deposed that he is appearing on behalf of the Union. He has further deposed that Sri B. Santosh Kumar was working as a temporary sweeper in Hinjilicut branch of Punjab national Bank on

1/3rd subordinate staff salary since 14.08.2015 and no permanent sweeper was posted there against regular vacancy. He has also deposed that the Bank had initiated the recruitment process for filling up the vacancies of Sweeper in Odisha including the vacancy at Hinjilicut Brach and Sri B. Santosh Kumar had applied for the same. He has further deposed that there was recommendation of the Branch Manager of the Hinjilicut Branch for selection of Sri B. Santosh Kumar. He has also deposed that the workman Sri B. Santosh Kumar was selected by the Bank for recruitment as sweeper but he was not given any appointment letter despite the vacancy at Hinjilicut Branch.

In the cross examination he has deposed that the workman had applied for the post of part-time sweeper in view of the advertisement issued by the branch and he was found eligible for the candidature. He has also deposed that he is not aware that the selection process in the Bank is based on merit system and he is also not aware of the position of merit system of fresh scrutiny candidates. He has denied the suggestion that since the disputant workman was not appointed on temporary basis, so there is no violation of bi-partite settlement.

12. The W.W.-2 Sri B. Santosh Kumar has deposed that he was working as temporary sweeper in Hinjilicut Branch of Punjab National Bank on 1/3rd subordinate staff salary since 14.08.2015 as no permanent sweeper was posted against the regular vacancy. He has also deposed that his conduct and performance were of higher rank, so the Branch Manager had recommended his name vide letter dated 11.2.2016. He has also deposed that after publication of advertisement for recruitment of temporary sweepers in Odisha he had submitted his application which was forwarded to the Circle Office at Bhubaneswar. He has also deposed that he had appeared in interview board and he was selected by the Bank in the recruitment as a sweeper but he had not been given appointment letter against the vacancy of sweeper in Hinjilicut branch of the Management-Bank. He has further deposed that his salary was credited to his account on different dates from 14.08.2015 to 10.02.2016 and subsequently the Bank had

paid his salary bifurcating the basic pay, dearness allowances and other allowances through vouchers dated 06.08.2016 to 20.05.2017. He has also deposed that the Union has raised the dispute before the labour authorities and in the meantime he was abruptly disengaged from service from 07.12.2017.

In the cross examination he has deposed that he was a native of district Ganjam. He has further deposed that he had applied for the post of part-time sweeper in the Punjab National Bank, Hinjilicut branch and as per the advertisement there was one vacancy of SC quota, one vacancy of ST quota and one vacancy of Un-reserved quota. He has also deposed that he has no knowledge that his name was at 6th rank/position in the merit list prepared by the Bank. He has also deposed that he has no knowledge that nine applications were received directly by the Bank and 58 applications were sponsored by the employment exchange. He has denied the suggestion that he has not been appointed temporarily in the Bank. He has also denied the suggestion that he has no right for regularization in the Bank.

13. The M.W.-1 Sri Manas Kumar Swain has deposed that he is working as Manager HR, Punjab National Bank Circle Office, Berhampur. He has further deposed that the disputant workman was merely working on leave gap arrangement basis and his services were utilized as and when required by the Bank. He has further deposed that there was no agreement between the Management-Bank and disputant workman and no appointment letter was issued to him, so no “employer employee” relationship existed between the disputant workman and the Bank. He has further deposed that after publication of advertisement for appointment of part time sweepers, several applications were received by the Bank in which the candidature of the disputant was duly accepted, but in the merit list he was placed on 6th position in SC category so his name was not approved for part-time sweeper. He has also deposed that as per vacancy advertised in the local news-paper on 04.11.2016 three vacancies one SC, one ST and one UR were identified for the district of Ganjam. He has also deposed that

after scrutiny and shortlisting of the candidates the name of the disputants workman was at place-6 in the merit list of SC category, so his name was not approved for appointment. He has further deposed that the Union has failed to interpret clause 20.8 of the bipartite settlement as it provides temporary workman may also be appointed to fill up the permanent vacancy, but the disputant workman has not been engaged as a temporary workman. He has also deposed that the disputant workman was engaged as a sweeper on stop gap arrangement basis for sweeping the branches and was compensated for services rendered. He had also deposed that the disputant workman had never been appointed as temporary sweeper in accordance with the recruitment/appointment rules / regulations.

He has proved three documents which are marked Ext.,-A to Ext.-C.

In the cross examination he has deposed that the Management of PNB has authorized him to depose before the Tribunal. He has further deposed that there is no such document in the Bank to show that the disputant workman was engaged on leave gap arrangement. He has also deposed that in the circle office there is no letter of recommendation had been sent by the Branch Manager, Hinjilicut Branch regarding workman's engagement. He has denied the suggestion that the disputant workman was engaged by the Bank-management Hinjilicut Branch since 14.08.2015 against a regular sanctioned vacancy of sweeper on 1/3rd scale of wages and the said post was lying vacant since opening of the branch. He has denied the suggestion that there was any interview conducted for selection of sweeper in which he participated and got 6th position in rank.

14. Now coming to the documentary evidence It appears that Ext.-1 is a photocopy of letter dated 11.02.2016 issued by Branch Manager Hinjilicut Branch to the Circle Head for considering the application of the disputant workman for permanent posting as sweeper in the branch. Further Ext.-2 is the forwarding letter of application of the disputant workman for the post of part-time sweeper in the Bank. Ext.-3 is the copy of the letter dated 11.12.2017 recommending the

name of the disputant for selection for the post of part time sweeper. Ext.-4 is the copy of the pass book of the disputant workman, Ext.-5 is the copy of the payment receipts and Ext.-6 is the photocopy of the relevant portion of bipartite settlement.

15. Now on the basis of pleadings of both the parties as well as on the basis of oral and documentary evidence it is very much clear that the disputant workman namely B. Santosh Kumar was engaged by the Management Bank of Hinjilicut branch of PNB for sweeping and cleaning of the premises of Bank on payment of 1/3rd of sub-staff salary. Moreover, it is also apparent that the management of Punjab National Bank had issued an advertisement for the recruitment of part-time sweeper in different places including in the Dist. of Ganjam. It is further clear that the disputant workman had applied for the post of part-time sweeper and his candidature was accepted. Moreover, when the process of selection of part-time sweepers had been advertised and as per that advertisement the disputant workman had submitted his application and participated in the process of recruitment, but he was not selected so he cannot raise regularisation of his service on the basis of clause 20.8 of the Bipartite Agreement.

16. In view of the above discussions the Issue No. II is decided in favour of the Management.

ISSUE NO. I & III

17. The Tribunal thinks it proper to discuss Issue No. I & III simultaneously.

With regard to Issue No. I and III the representative of the Union has submitted that the disputant workman was working under the management of PNB for more than two years and three months from 14.8.2015 to 06.12.2017 on temporary basis but he was terminated from service on 06.12.2017 without compliance of the provisions of section 25-F of the I.D. Act.

On the other hand the learned lawyer for the management has submitted that the disputant workman was engaged on leave gap basis as a part-time

sweeper for sweeping and cleaning of the branch premises, so he was not under the definition of "workman" as per section 2(s) of the I.D. Act. He has also submitted that the workman was not a regular employee of the management, so there is no requirement of compliance of section 25-F of the I.D. Act.

18. Now the Tribunal will analyse the oral and documentary evidence of both the parties on this issue.

The W.W.-1 Ramesh Chandra Mansingh has deposed that the disputant workman was working as temporary sweeper at Hinjilicut Branch of Punjab National Bank on 1/3rd subordinate staff salary since 14.08.2015 as no permanent sweeper was posted there. He has further deposed that the disputant had raised a dispute before the labour authorities, but the bank abruptly dis-engaged the disputant workman without compliance of the provisions of Section 25-F of the I.D. Act. In the cross examination he has deposed that the disputant workman was temporarily engaged as a part time sweeper and as per section 2(s) of the I.D. Act he was a workman. He has also deposed that the disputant workman had worked for 845 days continuously and his monthly salary was credited in the savings account of the branch. He had denied the suggestion that the disputant workman had not performed his duties for 240 days.

19. Further, W.W.-2 B. Santosh Kumar has deposed that he was working as temporary sweeper in Hinjilicut Branch of Punjab National Bank since 14.08.2015 on payment of 1/3rd wage of subordinate staff. His evidence on this point has not been impeached in his cross examination.

20. However, M.W.-1, Sri Manas Ranjan Swain has only deposed that the disputant workman was engaged on leave gap arrangement for which he was paid.

21. Now coming to the documentary evidence of the Union it appears that in Ext.-1 it categorically mentioned that Sri B. Santosh Kumar had worked for cleaning and sweeping of branch premises with effect from 14.08.2015 on payment of 1/3rd of sub-staff salary. Further Ext.-2 and Ext.-3 also supports that

about the engagement of the disputant workman under the management of Punjab National Bank. Moreover Ext.-4 shows payment of wages to the disputant in his account from 14.08.2015 to 10.02.2016 and Ext.-6 shows payment of wages to the disputant workman through vouchers from 06.08.2016 to 20.08.2017.

22. The Management has not produced any documents to show that the disputant workman was not engaged under the management of Punjab National Bank and he had not worked for 240 days in a calendar year.

23. After analysing oral and documentary evidence of both the parties the Tribunal finds that the disputant workman was engaged by the management of Punjab National Bank with effect from 14.08.2015 and he was terminated from service on 07.12.2017. Moreover the Tribunal also finds that the disputant workman had worked continuously for more than 240 days in a calendar year under the management of Punjab National Bank.

24. At this stage, it is important to mention here that the definition of workman has been defined U/s 2(s) of the Industrial Dispute Act, 1947 (14 of 1947) which reads as follows:-

“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 person, 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

25. At this stage it is relevant to mention here that the Hon'ble Supreme Court in a case as reported in 2011 LAB. I. C. 2799 (S.C) has been pleased to observe as follows:-

“14. It is apposite to observe that the definition of workman also does not make any distinction between full-time and part-time employee or a person appointed on contract basis. There is nothing in the plain language of Section 2(s) from which it can be inferred that only a person employed on regular basis or a person employed for doing whole-time job is a workman and the one employed on temporary, part-time or contract basis on fixed wages or as a casual employee or for doing duty for fixed hours is not a workman.

15. Whenever an employer challenges the maintainability ground that the employee is not a workman within the meaning of Section 2(s) of the Act, what the Labour Court/Industrial Tribunal is required to consider is whether the person is employed in an industry for hire or reward for doing manual, unskilled, skilled, operational, technical or clerical work in an industry. Once the test of employment for hire or reward for doing the specified type of work is satisfied, the employee would fall within the definition of ‘workman’.

26. It is required to mention here that the concerned workman namely Sri B. Santosh Kumar had worked in the Punjab National Bank of Hinjilicut Branch, Ganjam as part time sweeper so he was employed in the Bank on hire under the management of Punjab National Bank and consequently he is a “workman” and there was a relationship between the Management and the workman as “employer and employee”, so there is an industrial dispute.

27. At this stage It is relevant to mention here that the word “retrenchment” has been defined under section 2(oo) of the I.D. Act. Further continuous service has been mentioned under section 25-B of I.D. Act and the Condition Precedent to Retrenchment have been mentioned under section 25-F of the I.D. Act.

The Section 2(oo) of the I.D. Act reads as follows:-

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

- (a) Voluntary retirement of the workman; or
- (b) Retirement of the workman on reaching the age of superannuation if the contract of employment between the employer and the workman concerned contains a stipulation in that behalf; or
- (bb) Termination of the service of the workman as a result of the non-renewal of contract of employment between the employer and the workman concerned on its expiry or of such contract being terminated under a stipulation in that behalf contained therein; or
- (c) Termination of the service of a workman on the ground of continued ill-health.

28. The Section 25-B of the Industrial Disputes Act reads as follows:-

25-B. Definition of continuous service – For the purpose 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 one year, if the workman, during a period of twelve calendar months preceding the date with reference to which calculation is to be made, has actually worked under the employer for not less than –

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

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

(b).....

The Section 25-F of the Industrial Dispute Act reads as follows:-

25-F 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.)*

29. Now in this case there is categorical evidence that the concerned workman had worked in Hinjilicut Branch, Ganjam of the Management-Punjab National

Bank for more than 240 days in a calendar year, so the concerned workman was in continuous service in the Bank as defined under section 25-B of the I.D. Act. Moreover, there is also evidence that the concerned workman was terminated from her service with effect from 06.12.2017. Further, there is no evidence before the Tribunal that the concerned workman had been given one month notice in writing indicating the reasons for his termination/retrenchment or had been paid compensation equivalent to 15 days of average pay as per the provisions of Section 25-F of the I.D. Act.

30. Hence, in view of the above discussions, this Tribunal finds and holds that Sri B. Santosh Kumar had worked in Hinjilicut Branch, in the dist. of Ganjam of the Management-Bank as part time sweeper and he had been terminated from service with effect from 06.12.2017. Further the action of the management in terminating the services of the concerned workman with effect from 06.12.2017 is not legal and justified. Therefore, the concerned workman is entitled for relief.

31. Hence the Issue No. I & III are decided in favour of the 2nd party-workman.

ISSUE NO. IV

32. After considering all the facts and circumstances it appears that about eight years have been elapsed after termination of the concerned workman in the year 2017, so giving relief of reinstatement after long gap would not serve any purpose.

33. In view of such fact the Tribunal comes to the conclusion that it would be just, proper and reasonable to Award lump-sum monetary compensation to the concerned workman in place of his claim of reinstatement and other benefits.

34. Hence, the management of Punjab National Bank, Hinjilicut Branch is directed to pay a sum of Rs. 3,00,000/- (three lakhs) to the concerned work-woman as compensation. The dictates of the award shall be complied with within two months from the date of publication of the award failing which the 1st Party-Management-Bank shall also be liable to pay interest on the amount of compensation at the rate of 6% per annum.

35. Accordingly, this Issue is answered in favour of the 2nd Party-workman.

36. This is the Award of the Tribunal.

37. Office is directed to send the copy of the Award to the Ministry of Labour for publishing the Award in the official gazette.

38. Case record be consigned to record room.

Dictated & Corrected by me.

Sri Dinesh Kumar Singh, Presiding Officer.

नई दिल्ली, 29 जून, 2026

का.आ. 1363.—औद्योगिक विवाद अधिनियम 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार पंजाब नैशनल बैंक के प्रबंधतंत्र, संबद्ध नियोजको और उनके कर्मकारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय भुवनेश्वर के पंचाट (64/2018) प्रकाशित करती है

[सं. एल-39025/01/2026- आई आर (बी-II)-63]

सलोनी, उप निदेशक

New Delhi, the 29th June, 2026

S.O. 1363.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref.64/2018) of the *Cent.Govt.Indus.Tribunal-cum-Labour Court Bhubaneswar* as shown in the Annexure, in the industrial dispute between the management of Punjab National Bank and their workmen.

[No. L-39025/01/2026- IR (B-II)-63]

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. 64/2018

(Filed under section 2-A(2) of the Industrial Disputes Act.)

Date of Passing Award – 23rd January, 2026

Smt. Swarnalata Behera,

D/o. Sudarshan Behera,
Near Trilochan U.P. School, P.O., Puri-2,
P.S. Kumbarapada, Dist. Puri.

... Applicant-Workman.

-Vrs.-

1. The Manager, Punjab National Bank,
Baliput Branch, Puri Sadar, Puri.
2. The Manager, Punjab National Bank,
Grand Road Branch, Hospital Square, Puri.
3. Circle Head, Punjab National Bank,
Bhubaneswar, 4th Floor, Deen Dayal Bhawan,
Janpath, Bhubaneswar, Odisha.
4. The Zonal Manager, PNB House,
18-A, Brabourne Road, Kolkatta – 700 001.

... Managements.

-Vrs.-

Smt. Swarnalata Behera,
D/o. Sudarshan Behera,
Near Trilochan U.P. School, P.O., Puri-2,
P.S. Kumbarapada, Dist. Puri.

... 2nd Party-Work Woman.

Appearances:-

Mr. Omm Prakash Rath, Advocate

... For the Applicant-Workman.

Mr. Suresh Kumar Mishra, Advocate.

... For the Managements.

ORDER

This is an application of applicant-workman filed under section 2-A(2) of the Industrial Disputes Act (herein-after referred as an “Act”).

2. That, the case of the applicant work-woman Swarnalata Behera as per her statement of claim is as follows:-

That she was employed as a part time sweeper in the month of August since 2013 under the Management of Punjab National Bank, Baliput Branch at Puri and thereafter at the management of PNB Grand Road, Puri on payment of monthly wages through vouchers. She had requested to the Branch Manager of the Punjab National Bank to regularize her service and she had been assured for that, but all of a sudden on 16.12.2017 she was told not to attend the office without any notice. She had submitted a representation on 08.09.2017 mentioning therein that her termination of service is not legal and without compliance of the provisions of Section 25-F and 25-G of the I.D. Act. She had requested the Management to reinstate her services with continuity of service and back wages, but the Management did not respond. She had completed 240 days of work in each calendar year and without any notice she had been retrenched from service though her juniors were working in the Bank. She had raised the dispute before the Deputy Chief Labour Commissioner (Central), Bhubaneswar and after completion of 45 days of conciliation proceeding she filed the claim petition under section 2-A(2) of the I.D. Act before the Tribunal.

A prayer has been made for issuance of a direction to the Management of Punjab National Bank to reinstate her in service with continuity of service and payment of back wages as her termination was illegal.

3. The case of the 1st Party-Management of Punjab National Bank as per its written statement is as follows:-

That there was no “employer and employee” relationship between the Punjab National Bank and the applicant-work woman and she was not a permanent employee of the Bank. The claimant is not a work-woman under section 2(s) of the I.D. Act and the alleged dispute is not an industrial dispute under section 2(k) of the I.D. Act. The claimant has no right to be considered for regularization in any manner as per decision of the Hon’ble Supreme Court in several cases. The services of the claimant was utilized as a canteen girl or cook for some days as and when required at the Branch Office of Baliput branch of the Bank and the canteen facilities are usually provided to

the employees of the Punjab National Bank under a Staff Welfare Scheme. The affairs of the canteen are managed by the employees of the concerned office/Branch Bank on cooperative basis or through independent agency under the provisions of the committee. The services of the claimant was utilized at Punjab National Bank of Grand Road Puri on stop gap arrangement as and when required for which she was paid daily. The amount of payment was deposited in her Bank account once in a month and her last drawn earning of Rs. 5,648/- could not be said to be her monthly remuneration. The claimant was not a permanent employee of the Bank and no appointment letter was issued to her, so her name was not mentioned in the muster roll. The recruitment of the staff of the Punjab National Bank is done after following due procedures. The claimant had never requested the management of Punjab National Bank for regularization and no assurance was given to her in this regard. The claimant was not in permanent service of the Management Bank so there is no question of her termination from service. The Management had no information regarding the representation submitted by the claimant on 08.09.2017 for regularization of her services. The claimant was not a permanent employee of the Bank so there is no question of any retrenchment or her termination by the Management of Punjab National Bank. The claimant has not completed 240 days of continuous service in each calendar year and no juniors of the claimant were working under the Management. The claimant had applied to the post of part time sweeper but her candidature was rejected as she was over-aged.

4. The 2nd Party-workman has filed rejoinder denying all the averments made in the written statement by the Management.

5. On the basis of the pleadings of both the parties following issues are framed.

ISSUES

1. Whether the application filed under section 2-A(2) of the I.D. (Amendment) Act, 2010 is maintainable?
 2. Whether there exists any employer and employee relationship between the management of Punjab National Bank, Baliput Branch, Puri and the disputant?
 3. Whether the disputant Ms. Swarnalata Behera, is a workman within the meaning of Section 2(s) of I.D. Act, 1947?
 4. Whether the disputant Ms. Swarnalata Behera has worked for more than 240 days under the management of Punjab National Bank, Baliput Branch, Puri in each calendar year she worked preceding her disengagement by the management?
 5. Whether the action of the Manager, Punjab National Bank, Baliput Branch, Puri in refusing employment of Ms. Swarnalata Behera w.e.f. 16.12.2017 is legal and justified?
 6. Whether the refusal of employment of the disputant Mr. Swarnalata Behera, by the management of Punjab National Bank, Baliput Branch, Puri amounts to retrenchment.
 7. What relief the workman is entitled to?
6. The 2nd party-work woman has examined herself as W.W.-1. The 2nd Party-work woman has proved the following documents which are marked as hereunder:-

Ext.-1 – Copy of the certificate issued by the R.L.C.(C), Bhubaneswar dated 24.10.2018.

Ext.-2 – Original Bank Statement of the Management-Bank.

Ext.-3 Series are the xerox copies of the Certificates issued by the Branch Managers.

Ext.-4 – Xerox Copy of her representation to the General Manager of the Management Bank.

Ext.-5 Series are the xerox copies of vouchers issued by the Bank.

Ext.-6 – Xerox copy of her school leaving certificate issued by the Headmaster.

Ext.-7 – Xerox copy of her residential certificate issued by the Tahasildar.

Ext.-8 – Xerox copies of her caste certificate issued by the Tahasildar.

Ext.-9 – Copy of news paper advertisement in the Prameya dated 4.11.2016 by the Management-Bank.

Ext.-10 – Original postal receipts.

7. On the other-hand the 1st Party-Management has examined Sri Antaryami Senapati, Sr. Manager (HR) Punjab National Bank, Circle Office, Bhubaneswar as M.W.-1.

8. In course of their evidence the Management have proved the following documents which are marked as :-

Ext.-A – Xerox copy of the circular No. 182, dated 28.11.2003 of PNB HRD Division, New Delhi – procedure for running of canteens in branches of PNB under staff welfare scheme.

Ext.-B – Xerox copy of the extract of the circular No. 495, dated 26.03.2020 of PNB, HRD Division regarding payment of canteen subsidy to the employees of the Management Bank working in different offices/branches.

Ext.-C – Xerox copy of the circular letter No. 9/2014 of PNB Personal Administrative Division, Head Office, regarding payment of emoluments/wages to outsider engaged in leave vacancy.

Ext.-D – Xerox copy of the extract copy of Prameya News Paper dated 04.11.2016 in token of advertisement made by the Management Bank, Circle Office, Bhubaneswar inviting application for the post of part time sweeper.

Ext.-E – Xerox copy of the papers showing recruitment of part time sweeper by the selection committee of PNB Circle Office, Bhubaneswar showing eligible/ineligible candidates.

Ext.-F – Xerox copy of the appointment letter dated 30.10.2017 of Part Time Sweeper for Puri District.

FINDINGS

9. For the sake of convenience the Tribunal thinks it proper to discuss first of all Issue No. I, II and III.

ISSUE NO. I, II & III

10. The learned lawyer of the work-woman has submitted that Smt. Swarnalata Behera was engaged by the management of Punjab National Bank, Baliput Branch at Puri in the month of August, 2013 and subsequently at Punjab National Bank, Grand Road Branch, Puri. He has also submitted that the concerned work-woman was paid her wages through vouchers and she had continuously worked up till 16th December, 2017 when she was verbally asked not to attend office. He has also submitted that the work-woman had requested the Branch Manager of the Bank to regularize her services and she was assured of that but on 16.12.2017 she was terminated from her service.

11. On the other-hand the learned lawyer for the Management-Bank has submitted that the services of the work-woman was utilized as canteen girl as and when required at the Branch Office of Baliput Branch and canteen facilities are usually provided to the employees of the Punjab National Bank under Staff Welfare Scheme. He has also submitted that the services of the work-woman was utilized at Punjab National Bank, Grand Road, Puri on stop gap arrangement as and when required for which she was paid her daily wages. He has further argued that the amount of payment deposited in the account of the work-woman cannot be said to be her monthly remuneration as she was not the permanent employee of the Bank. He has also submitted that the Management of Punjab National Bank had not issued any appointment letter to her and her name was not mentioned in the muster roll, so she was not the employee of the Bank.

12. Now in the light of the pleadings of both the parties, the Tribunal thinks it proper to discuss oral and documentary evidence of both the parties.

W.W-1 Smt. Swarnalata Behera has deposed that she had joined the services of Punjab National Bank at Baliput Branch, Puri as Canteen Staff at daily rated employee in the month of August, 2013 as canteen staff, but she used to help in other works in absence of the office sub-staff. She has also deposed that on 07.12.2015 she joined in the Grand Road Branch, Puri as part-time sweeper till her termination from service and she was paid Rs. 5,648/- as her last month wage. She has also deposed that the management-Bank had terminated her services without any notice or charge-sheet. She has also deposed that she had requested the Management for regularization of her services, but the same was turned down. She has proved certain documents which are marked as Ext.-1 to Ext.-9.

In the cross examination she has stated that she was paid on daily wage basis while engaged in the canteen, but the same was paid on monthly basis. She has also deposed that she has no knowledge who was the owner of the canteen, but she was receiving her wages from the Branch Manager. She has also deposed that she was subsequently engaged by the Manager of the Bank at Grand Road Branch, Puri as a part-time sweeper on regular basis. She has also deposed that she was neither given any appointment letter nor her name was mentioned in the muster roll. She has further stated that she had applied for the post of Part Time Sweeper as per the advertisement, but she had crossed the

age limit, so her application was not taken into consideration. She has denied the suggestion that she had voluntarily left her job at Baliput Branch, so she is not entitled for any relief. She has also denied the suggestion that she was engaged temporarily on daily wage basis and she had not worked for more than 240 days in a calendar year.

13. On the other-hand the M.W.-1 Antaryami Senapati has deposed that the canteens in any branch of the Punjab National Bank is an independent body of the bank Management as subsidies are provided to the employees of the Bank from time to time by the Head Office under Staff Welfare Scheme. He has also deposed that the disputant work-woman was engaged as canteen girl for cooking purposes on payment of daily wages and her services were utilized for cooking purposes as and when required, so, the services of the work-workman from 2013 to 2015 cannot

be said to be under the management of Punjab National Bank. He has also deposed that the work woman was temporarily engaged at Grand Road branch, Puri in December, 2015 as a part time Sweeper on stop gap arrangement. He has also deposed that payment was made to the work-woman by the concerned Branch Manager through vouchers for the days she worked. He has also deposed that the work-woman was paid her wages on monthly basis, but she was paid daily wages, so, her wages vary from month to month. He has further stated that an advertisement was published on 04.11.2016 for the post of Part-Time Sweeper for district wise vacancies of different categories, but there was no vacancy for OBC candidates in the Bank. He has further deposed that the disputant work-woman had applied for the said post, but her candidature was rejected as the post of Sweeper was reserved for Unreserved candidates. He has also deposed that on the basis of an advertisement dated 04.11.2016 selection committee started the process of recruitment and a sweeper was appointed to the post of Part-Time Sweeper. He had also stated that since a part time sweeper was appointed, so the disputant

was asked not to report for her duty. He has proved certain documents which are as Ext.-A to Ext.-F.

In the cross examination he had stated that Bank had not issued any appointment letter to the work-workman, but she was paid her wages at the end of the month. He has also deposed that the Bank had not received any representation of the work-woman so there is no question of disposal of the said representation. He has further stated that the work-workman had applied for the post of Sweeper as per the advertisement, but at that time she was over aged, so she was not eligible for the appointment. He has also stated that the Branch Manager had recommended for appointment of the workman on the post of Sweeper. He has further deposed that there was a recommendation from the Branch Manager for her appointment to the post of Sweepers, but the Branch Manager was not the competent authority to make such recommendation for appointment on any post. He has denied the fact that the Branch Manager had not followed the principle of natural justice.

14. Now coming to the documentary evidence of the workman, it appears that Ext.-1 is a certificate issued by the Conciliation Officer, Ext.-2 is a copy of account ledger enquiry of work-woman, Ext.-3 is the certificate issued by the Branch Manager, Ext.-4 is the request letter of the work-woman to the General Manager and Executive Director of the Punjab National Bank dated 04.09.2017 and 08.09.2017 respectively. Ext.-5 (three sheets) are the copies of the payment of vouchers, Ext.-6 is the copy of the School Transfer Certificate, Ext.-7 is the copy of the resident certificate, Ext.-8 is the copy of the certificate granted by Tahasildar in respect of her Caste Certificate, Ext.-9 is the newspaper cutting of the advertisement and Ext.-10 is the original copy of the postal receipts.

15. On the other-hand coming to the documentary evidence of the Management it appears that Ext.-A is the copy of the circular of Welfare/Incentive Scheme of Punjab National Bank. Ext.-B is the copy of H.R.N.D

Circulars Ext.-C is the copy of the circular dated 11.09.2014 issued by Personal Administrative Division, Ext.-D is the copy of the news-paper cutting of advertisement dated 04.11.2016, Ext.-E is the copy of the news-paper cutting.

16. Now, after analysing the oral and documentary evidence of both the parties the Tribunal finds that the 2nd party work-woman was initially engaged at Baliput Branch, Punjab National Bank, Puri as a canteen staff but she used to help other works in absence of office sub-staff. Further, the Tribunal also finds that the work-woman was subsequently engaged as sweeper in Grand Road Branch of PNB, Puri since 07.12.2015.

17. The Management has tried to establish that the work-woman was engaged as a Canteen Girl under the Management of PNB, Baliput Branch and the Management affairs of the canteen are managed by the employees of the concerned Branch, but the work-woman has categorically deposed that in absence of sub-staff she used to work in their place. Moreover, in the Ext.-3 which is a certificate issued to the work-woman wherein it is mentioned that she also helped in the Bank work whenever needed. However the Management of Punjab National Bank has not produced any document showing engagement of work-woman as Canteen Girl.

18. In view of the above discussion the Tribunals comes to a conclusion that the work woman was initially working under the Baliput Branch of PNB from the month of August, 2013 and thereafter at Grand Road Branch, Puri since 7th December, 2015.

19. At this stage, it is important to mention here that the definition of workman has been mentioned U/s 2(s) of the Industrial Dispute Act, 1947 (14 of 1947) which reads as follows:-

“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-

(j) 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 person, 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

20. At this stage it is relevant to mention here that the Hon'ble Supreme Court in a case as reported in 2011 LAB. I. C. 2799 (S.C) has been pleased to observe as follows:-

“14. It is apposite to observe that the definition of workman also does not make any distinction between full-time and part-time employee or a person appointed on contract basis. There is nothing in the plain language of Section 2(s) from which it can be inferred that only a person employed on regular basis or a person employed for doing whole-time job is a workman and the one employed on temporary, part-time or contract basis on fixed wages or as a casual employee or for doing duty for fixed hours is not a workman.

15. Whenever an employer challenges the maintainability ground that the employee is not a workman within the meaning of Section 2(s) of the Act, what the Labour Court/Industrial Tribunal is required to consider is whether the person is employed in an industry for hire or reward for doing manual, unskilled, skilled, operational, technical or clerical work in an industry. Once the test of employment for hire or reward for doing the specified type of work is satisfied, the employee would fall within the definition of ‘workman’.

21. It is required to mention here that the concerned work-woman namely Smt. Swarnalata Behera had worked in the Punjab National Bank of Baliput Branch, Puri and Grand Road Branch, Puri as part time sweeper so she was employed in the Bank on hire and consequently she is a “workman” and there was a relationship between the Management and her as “employer and employee”, so there is an industrial dispute.

22. In view of such the Issue No. I, II & III are decided in favour of the 2nd party work-woman.

ISSUE NO. IV, V & VI.

23. At the outset of discussions it is required to mention here that it has already been decided (supra) that the work-woman namely Smt. Swarnalata Behera is a “workman” discharging the work under the Punjab National Bank, Baliput Branch and Grand Road Branch, Puri.

24. The W.W.-1 in her evidence has categorically stated that she had worked for more than 240 days in a calendar year, however, the Management of Punjab National Bank has denied the same.

25. In this regard it is proper to mention here that the Ext.-2 is an account ledger of the work-woman, Smt. Swarnalata Behera regarding receiving of her payment of wages for the period from 01.04.2016 to 31.03.2017. After

examining the period of payment received by the work-woman from 01.04.2016 to 31.03.2017 it appears that the Management of Punjab National Bank has been regularly paid her wages from March, 2016 to March, 2017. However, Ext.-5 series shows payments of wages through vouchers vide dated 14.12.2016, 02.03.2017 and 04.05.2017. All these account statement and payment vouchers issued by the Management-Bank show that the work-woman had been in continuous service under the management-Bank till her termination on 16.12.2017 almost around four years at Baliput Branch, and at Grand Road Branch, Puri.

26. Since the work-woman had been paid wages for her services under the Management-Bank so considering the payment of wages to her it can be safely held that she had worked for more than 240 days in a calendar year under the Management-Bank. Further the management has not produced any documents to show that the work-woman had not worked continuously for 240 days in a calendar year.

27. Now it is an admitted position that the work-woman Smt. Swarnalata Behera was discharging her duties under the management of Punjab National Bank and she had not been allowed to discharge her duties from 16.12.2017. On this point there is categorical evidence of the work-woman that she had been asked by the Branch Manager not to attend office after 16.12.2017. However, the Management-Bank has tried to establish that there was regular appointment of part-time Sweeper so her services were not required. In this regard it is relevant to mention here that the concerned workman had been working under the Management-Bank and she had been asked not to attend office from 16.12.2017 so it amounts to termination/retrenchment of her service without following the provisions of Section 25-F of the I.D. Act.

28. At this stage It is relevant to mention here that the word “retrenchment” has been defined under section 2(oo) of the I.D. Act, The definition of continuous service has been mentioned under section 25-B of I.D. Act and the

Condition Precedent to Retrenchment have been mentioned under section 25-F of the I.D. Act.

29. The Section 2(oo) of the I.D. Act reads as follows:-

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

- (a) Voluntary retirement of the workman; or
- (b) Retirement of the workman on reaching the age of superannuation if the contract of employment between the employer and the workman concerned contains a stipulation in that behalf; or
- (bb) Termination of the service of the workman as a result of the non-renewal of contract of employment between the employer and the workman concerned on its expiry or of such contract being terminated under a stipulation in that behalf contained therein; or
- (c) Termination of the service of a workman on the ground of continued ill-health.

30. The section 25-B of the I.D. Act reads as follows:-

25-B. Definition of continuous service – For the purpose 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 one year, if the workman, during a period of twelve calendar months preceding the date with reference to which calculation is to be made, has actually worked under the employer for not less than –

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

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

(b).....

The Section 25-F of the Industrial Dispute Act reads as follows:-

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

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

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

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

31. Now in this case there is categorical evidence that the concerned work-woman had worked in Baliput Branch, Puri and Grand Road Branch Puri of the

Management-Punjab National Bank for more than 240 days in a calendar year, so the concerned workman was in continuous service in the Bank as defined under section 25-B of the I.D. Act. Moreover, there is also evidence that the concerned work-woman was terminated from her service with effect from 16.12.2017. Further, there is no evidence before the Tribunal that the concerned work-woman had been given one month notice in writing indicating the reasons for her termination/retrenchment or had been paid compensation equivalent to 15 days of average pay as per the provisions of Section 25-F of the I.D. Act.

32. Hence, in view of the above discussions, this Tribunal finds and holds that Smt. Swaranalata Behera had worked in Baliput Branch, Puri and Grand Road Branch, Puri of the Management-Bank as part time sweeper and she had been terminated from service with effect from 16.12.2017. Further the action of the management in terminating the services of the concerned work-woman with effect from 16.12.2017 is not legal and justified. Therefore, the concerned work-woman is entitled for relief.

33. Hence the Issue No. IV, V and VI are decided in favour of the 2nd party-work-woman.

ISSUE NO. VII

34. After considering all the facts and circumstances of the case it appears that about eight years have been elapsed after termination of the concerned work-woman in the year 2017, so giving relief of reinstatement after long gap would not serve any purpose.

35. In view of such fact the Tribunal comes to the conclusion that it would be just, proper and reasonable to Award lump-sum monetary compensation to the concerned work-woman in place of her claim of reinstatement and other benefits.

36. Hence, the 1st Party-Management of Punjab National Bank, Baliput Branch is directed to pay a sum of Rs. 3,00,000 (three lakhs) to the concerned work-woman as compensation. The dictates of the award shall be complied with within two months

from the date of publication of the award failing which the 1st Party-Management-Bank shall also be liable to pay interest on the amount of compensation at the rate of 6% per annum.

37. Accordingly, this Issue is answered in favour of the 2nd Party-Work-woman.

38. This is the Award of the Tribunal.

39. Office is directed to send the copy of the Award to the Ministry of Labour for publishing the Award in the official gazette.

40. Case record be consigned to record room.

Dictated & Corrected by me.

Sri DINESH KUMAR SINGH, Presiding Officer

नई दिल्ली, 29 जून, 2026

का.आ. 1364.—औद्योगिक विवाद अधिनियम 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार सिंडिकेट बैंक/केनरा बैंक के प्रबंधतंत्र, संबद्ध नियोजको और उनके कर्मकारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय जबलपुर के पंचाट (32/2022) प्रकाशित करती है

[सं. एल-39025/01/2026- आई आर (बी-II)-64]

सलोनी, उप निदेशक

New Delhi, the 29th June, 2026

S.O. 1364.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref.32/2022) of the *Cent.Govt.Indus.Tribunal-cum-Labour Court Jabalpur* as shown in the Annexure, in the industrial dispute between the management of Syndicate Bank/Canara Bank and their workmen.

[No. L-39025/01/2026- IR (B-II)-64]

SALONI, Dy. Director

ANNEXURE**THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL, JABALPUR**

CGIT/LC/R/32/2022

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

Shri Rameshwar Verma
S/o. Shri Babulal Verma,
Resident of 37, Bargundo Ka Vass,
Ratlam (Madhya Pradesh)-457 001.

Workman

Versues

The Mukhya Prabhand Nideshak,
Syndicate Bank/Canara Bank,
Corporate Office, Gandhi Nagar,
HOLB Bangalore - 560 009
(Bengaluru) - Karnataka.

Management

AWARD

(Passed on this 23rd day of April, 2026)

As per letter dated 29.06.2022 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. J-1(1-4)/2022-IR dt 29.06.2022. The dispute under reference relates to:

"क्या श्री रामेश्वर वर्मा कर्मकार को मैसर्स सिंडीकेट बैंक / केनरा बैंक द्वारा आवेदक को काम से निकाला जाना न्यायोचित है ? यदि नहीं, तो उक्त कर्मकार को कब से और किन लाभों के साथ नौकरी पर पुनः बहाल किया जाना चाहिए ?"

According to the workman, he was initially engaged by the then Syndicate Bank in Station Road Branch, Ratlam on 11.12.1997 on the post of P.T.S. and worked more than 08 hours everyday. He used to do the work of cleaning, filling water, serving of water to the customers, setting ledger, preparing and sewing vouchers, counting cash from machine and repairing their bundles, distributing cheque and letters, thus he worked as a Peon and as a Messenger in the Bank with at most honesty, sincerity and to the entire satisfaction of his superiors for more than 22 years till 14.08.2020. The Syndicate Bank merged itself into Canara Bank as per notification issued by the Department of Financial Services, Ministry of Finance on 04.03.2020, published in the Gazette of India on 04.03.2020 and came into effect from 01.04.2020, thereafter all the assets and liabilities of the transferee Bank i.e. the Syndicate Bank including the staff as well claims and liabilities merged with and were taken over by the transferor Bank which is the Canara Bank.

The Management of Canara Bank dispensed with services of the workman from 14.08.2020 under an oral when the workman raised his demand with respect to permanency of service and status. This disengagement was in violation of Section 25F and 25G of the Act because the workman had worked for 22 years continuously in the Bank for more than 240 days in every year. He was disengaged without any enquiry under oral orders, which amounts to retrenchment and is illegal because no notice or compensation was given to him. He raised a dispute in this respect before Regional Labour Commissioner, Bhopal, after failure of conciliation, the reference.

The workman has further alleged that, this action of Management is unjust, illegal and arbitrary. He has prayed that he be held to be reinstated with all back wages and benefits.

The case of Management Bank is mainly that, the allegations are false, the workman was not recruited against any vacancy following recruitment process rather he was a daily wager who was engaged on as and when required basis and was disengaged by the Management Bank. It is further the case of Bank that cleaning, dusting and general keep up of branch are done by the permanent housekeepers cum peons, who also discharge the duties of sub-staff within normal working hours in the erstwhile, Syndicate Bank, the sub-ordinate staff including Attenders, Part-time Sweepers, which are permanent posts.

The Bank has formed district wise list of candidates, for temporary employment of temporary Attenders/Part-time sweeper in leave vacancies and they were engaged on as and when required basis in the Branches. The workman was found indulged in various misconducts namely misbehaving with the staff and customers, hence was disengaged, thus according to Bank, the disengagement of the workman is not in violation of the Act. The Management has requested that the reference be answered against the Workman.

The Workman filed its rejoinder, in which he has mainly reiterated his allegations.

In evidence, the Workman filed and proved lists sent by Manager, Syndicate Bank to Deputy Manager of the Bank on 01.08.2012 along with Annexure containing details of the workman, Annexure containing details of candidates in temporary Attender/PTS panel, statement of engagement of temporary Attenders/PTS panel both dated 16.10.2015, details of the Workman and counter signed by the Branch Manager collectively marked as Exhibit W-1. Exhibit W-2 is the list with respect to details of Temporary PTS working against permanent/clear vacancies from outside the panel as on 15.10.2010, marked as Exhibit W-5, Ex. W-2 is the certificate issued by the Branch Manager on 28.06.2016 certifying that the Workman is working as PTS on temporary basis/daily wager basis since 2010.

Exhibit W-3 is another certificate dated 21.11.2017 issued by the Branch Manager containing details of appointment of the Workman. Exhibit W-4 is the identity card, Exhibit W-6 is the Bank certified statement which is in 16 pages.

The Workman has filed his affidavit as his examination in chief. He has been cross-examined by the Management Bank.

Management Bank has not filed affidavit of any of its witness. They have not filed nor have proved any document.

It is further to mention here that, service of Panel Advocate Mr. Praveen Yadav were provided by this Tribunal from the list of Advocates in Panel in this Tribunal for legal services and provided by State Legal Service Authorities of M.P.

I have heard argument of Learned Panel Counsel Mr. Praveen Yadav and Mr. Jaydeep Bansal Learned Counsel for Bank. I have gone through the record as well.

On perusal of record in the light of rival arguments, following issue arise for determination in the case in hand.

1. *Whether, the Workman has successfully proved his continuous engagement for more than 240 days in a year right from 11.12.1997 to 14.08.2020?*
2. *Whether, the disengagement of the Workman is in violation of Section 25F and 25G of the Act?*
3. *Subject to findings on Issue No.1 and No.2, the relief to which the workman be entitled to?*

Before proceeding, Section 25B of the Act requires to be mentioned here and is being reproduced as follows —

25B. Definition of continuous service.—

For the purposes of this Chapter —

(1) a workman shall be said to be in continuous service for a period if he is, for that period, in uninterrupted service, including service which may be interrupted on account of sickness or 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;*

(b) for a period of six months, if the workman, during a period of six calendar months preceding the date with reference to which calculation is to be made, has actually worked under the employer for not less than—

- (i) ninety-five days, in the case of a workman employed below ground in a mine; and*
- (ii) one hundred and twenty days, in any other case.*

The case of the Workman is that, he worked as a daily wager Peon/Messenger/Cleaner, with the Station Road Branch of the Bank in Ratlam since 11.12.1997 till 14.08.2020 continuously. He has stated this fact in his affidavit which he filed as his examination in chief.

He has stated that, he was first appointed as part-time Sweeper in the Branch on 11.12.1997. He worked at least 08 hours a day, his job was cleaning of the Branch, counting cash, setting ledger, sewing vouchers, carrying cheques and documents, his work was recorded in the Peon book maintained by the Bank. He then states that he was paid his wages through his S.B. Account in the Bank and worked continuously for 22 years. He also states that, vide Circular of the Bank dated 16.10.2015, application were notified for absorption/regularization of Temporary PTS. He had provided his service particulars to the Manager. The Manager had sent his service particulars to the Regional Office. His name is there at Serial No. 36 in the list. He has also stated that he has filed and proved certificate dated 01.08.2012, another certificate dated 21.11.2017 issued by the Bank Officers in support of this statement. In his cross-examination by the Bank, the Workman stated that, he is working since 1997, he was not issued a permanent appointment, he was first appointed on place of peon who was transferred and continued to work on his place. He was selected from

among three or four people, he worked for 300 days in every year. He was paid his wages through his Bank Account.

Exhibit W-01 is the Letter sent by the Branch Manager to the Deputy General Manager along with representation of the Workman. Letter dated 01/08/2012, states that he was working since November, 2011 and sought empanelment of his name in the panel. The Manager has answered Annexure 4 and 5 are certificate that the Workman has been working since 1997 and had worked for 800 days. **Annexure 2** is the details of Temporary PTS working in against permanent/clear vacancy from outside the panel, if any as on 15.10.2017 paper of the Branch Bank Officer which contains as many as 40 names, the name of the workman is mentioned at Serial No. 36 of the list. This document **Exhibit W-5** also corroborates his above related statement. It is further corroborated by the two certificates dated 28.06.2016 and 21.11.2017. In absence of any evidence to the condition press by Management Bank, the allegations of the workman on this issue are held proved. **Accordingly, it is held that, the workman has proved his continuous engagement under Section 25B of the Act from 1997 to 14.08.2020.**

Issue No.1 is answered accordingly.

Issue No. 2 –

Management has taken a case that, since workman was a daily wager and was not recruited through any recruitment process, his disengagement is in violation of the Act. Learned Counsel also submits that, complaints of misbehavior by the Workman were also received by the Bank. In absence of any evidence, the case of the workman to suggest that there were complaints of misbehaviour by the Workman are held not proved. Undisputedly, no notice or compensation was given at his disengagement **hence the disengagement of the workman is held in violation of Section 25F and 25G of the Act**, which are being reproduced as follows-

25F. Conditions precedent to retrenchment of workmen.—

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

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

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

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

25G. Procedure for retrenchment.—

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

Issue No.2 is answered accordingly.

Issue No. 3 –

Learned Counsel for the Workman has submitted that since workman was a daily wager and was not recruited following recruitment process, he cannot claim to be reinstated or regularized. Learned Counsel for Workman has submitted that this is the case of practicing unfair labour practice by the Management Bank, the Workman had worked continuously for about 22 years with the Bank, there have been instances where the daily wagers who were first engaged as a part-time workers/subordinate staff were granted permanent status and regularized. Learned Counsel further submits that, the appointment of the workman might be irregular, but not illegal.

In the case in hand, the workman has successfully proved his continuous engagement for about 22 years by way of engaging the Workman as a temporary or badli workman or contract labour for as many as 22 years, the Management is held to have adopted unfair labour practice as defined under Section 2(ra) read with Schedule V of the Act, which is prohibited under Section 25(U) and 25(T) of the Act. These provisions are being reproduced as follows -

Section 2(ra) of the Act defines unfair labour practice, which is being reproduced as follows –

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

THE FIFTH SCHEDULE See section 2(ra) UNFAIR LABOUR PRACTICES I.—On the part of employers and trade unions of employers

1.....

10. To employ workmen as “badlis”, casuals or temporaries and to continue them as such for years, with the object of depriving them of the status and privileges of permanent workmen.

11.

25T. Prohibition of unfair labour practice.—No employer or workman or a trade union, whether registered under the Trade Unions Act, 1926 (18 of 1926), or not, shall commit any unfair labour practice.

25U. Penalty for committing unfair labour practices.—Any person who commits any unfair labour practice shall be punishable with imprisonment for a term which may extend to six months or with fine which may extend to one thousand rupees or with both.

Following paragraphs of the judgment referred **Sudarshan Rajpoot v/s U.P. State Road Transport Corporation (2015) II, SCC 317** which are being reproduced as follows:-

“In view of Schedule V, Item 10 of the ID Act, 1947 the respondent Corporation is prohibited from engaging the appellant workman as a badli, casual or temporary workman to work on permanent basis. The fact that he had been continuously working for more than 3 years and he had rendered more than 240 days of service as the driver in a calendar year until his termination order and yet he is being engaged on a contractual basis in the respondent Corporation is statutorily prohibited. The same amounts to an unfair labour practice as defined under Section 2(ra) read with Section 25-T, which action of the Corporation is punishable under Section 25-U of the ID Act. This legal position is settled by this Court in Chief Conservator of Forests case [Chief Conservator of Forests v. Jagannath Maruti Kondhare, (1996) 2 SCC 293 : 1996 SCC (L&S) 500] wherein it was held as under : (SCC pp. 302-03, para 22)

“22. ... In our opinion, it would be permissible on facts of a particular case to draw the inference mentioned in the second part of the item, if badlis, casuals or temporaries are continued as such for years. We further state that the present was such a case inasmuch as from the materials on record we are satisfied that the 25 workmen who went to the Industrial Court of Pune (and 15 to the Industrial Court, Ahmednagar) had been kept as casuals for long years with the primary object of depriving them of the status of permanent employees inasmuch as giving of this status would have required the employer to pay the workmen at a rate higher than the one fixed under the Minimum Wages Act. We can think of no other possible object as, it may be remembered, that the Pachgaon Parwati Scheme was intended to cater to the recreational and educational aspirations also of the populace, which are not ephemeral objects, but par excellence permanent. We would say the same about environment-pollution-care work of Ahmednagar, whose need is on the increase because of increase in pollution. Permanency is thus writ large on the face of both the types of work. If, even in such projects, persons are kept in jobs on casual basis for years the object manifests itself; no scrutiny is required. We, therefore, answer the second question also against the appellants.”

25. This Court in the later judgment in *Hari Nandan Prasad v. Food Corporation of India* [Hari Nandan Prasad v. Food Corporation of India, (2014) 7 SCC 190 : (2014) 2 SCC (L&S) 408], after adverting to the law laid down in *U.P. Power Corpn. Ltd. v. Bijli Mazdoor Sangh* [(2007) 5 SCC 755 : (2007) 2 SCC (L&S) 258] and *Maharashtra SRTC* [Maharashtra SRTC v. Casteribe Rajya Parivahan Karmchhari Sanghatana, (2009) 8 SCC 556 : (2009) 2 SCC (L&S) 513] wherein *Umadevi (3)* case [State of Karnataka v. Umadevi (3), (2006) 4 SCC 1 : 2006 SCC (L&S) 753] is adverted to in both the cases, held that on a harmonious reading of the two judgments, even when there are posts available, in the absence of any unfair labour practice the Labour Court cannot give direction for regularisation only because a worker has continued as daily-wage worker/ad hoc/temporary worker for number of years. Further, such a direction cannot be given when the worker concerned does not meet the eligibility requirement of the post in question as per the recruitment rules:

25.1. It was held at para 32 in *Hari Nandan Prasad* case [Hari Nandan Prasad v. Food Corporation of India, (2014) 7 SCC 190 : (2014) 2 SCC (L&S) 408] as under : (SCC p. 211)

“32. However, the Court in *Maharashtra SRTC* case [Maharashtra SRTC v. Casteribe Rajya Parivahan Karmchhari Sanghatana, (2009) 8 SCC 556 : (2009) 2 SCC (L&S) 513] found that the factual position was different in the case before it. Here the post of cleaners in the establishment were in existence. Further, there was a finding of fact recorded that the Corporation had indulged in unfair labour practice by engaging these workers

on temporary/casual/daily-wage basis and paying them paltry amount even when they were discharging duties of eight hours a day and performing the same duties as that of regular employees.”

25.2. Further, *Hari Nandan Prasad* [*Hari Nandan Prasad v. Food Corporation of India*, (2014) 7 SCC 190 : (2014) 2 SCC (L&S) 408] referred at para 36, *LIC v. D.J. Bahadur* [(1981) 1 SCC 315 : 1981 SCC (L&S) 111 : (1981) 1 SCR 1083] in which the relevant para 22 of *LIC case* [(1981) 1 SCC 315 : 1981 SCC (L&S) 111 : (1981) 1 SCR 1083] is extracted as under : (*Hari Nandan Prasad case* [*Hari Nandan Prasad v. Food Corporation of India*, (2014) 7 SCC 190 : (2014) 2 SCC (L&S) 408] , SCC p. 213)

“36. ... ‘22. The Industrial Disputes Act is a benign measure which seeks to pre-empt industrial tensions, provide the mechanics of dispute resolutions and set up the necessary infrastructure, so that the energies of the partners in production may not be dissipated in counterproductive battles and the assurance of industrial justice may create a climate of goodwill.’ (D.J. Bahadur case [(1981) 1 SCC 315 : 1981 SCC (L&S) 111 : (1981) 1 SCR 1083] , SCC p. 334, per Krishna Iyer, J.)

In order to achieve the aforesaid objectives, the Labour Courts/Industrial Tribunals are given wide powers not only to enforce the rights but even to create new rights, with the underlying objective to achieve social justice. Way back in the year 1950 i.e. immediately after the enactment of the Industrial Disputes Act, in one of its first and celebrated judgment in Bharat Bank Ltd. v. Employees [1950 SCC 470 : AIR 1950 SC 188 : 1950 LLJ 921 at p. 948] this aspect was highlighted by the Court observing as under : (AIR p. 209, para 61)

‘61. ... In settling the disputes between the employers and the workmen, the function of the Tribunal is not confined to administration of justice in accordance with law. It can confer rights and privileges on either party which it considers reasonable and proper, though they may not be within the terms of any existing agreement. It has not merely to interpret or give effect to the contractual rights and obligations of the parties. It can create new rights and obligations between them which it considers essential for keeping industrial peace.’”

25.3. And again at para 37, observing that the aforesaid sweeping power conferred upon the Tribunal is not unbridled and is circumscribed by this Court in *New Maneck Chowk Spg. & Wvg. Co. Ltd. v. Textile Labour Assn.* [AIR 1961 SC 867] , the relevant para 6 of which is extracted as under : (*Hari Nandan Prasad case* [*Hari Nandan Prasad v. Food Corporation of India*, (2014) 7 SCC 190 : (2014) 2 SCC (L&S) 408] , SCC p. 213, paras 37-38)

“37. ... ‘6. ... This, however, does not mean that an Industrial Court can do anything and everything when dealing with an industrial dispute. This power is conditioned by the subject-matter with which it is dealing and also by the existing industrial law and it would not be open to it while dealing with a particular matter before it to overlook the industrial law relating to that matter as laid down by the legislature or by this Court.’ (Textile Labour Assn. case [AIR 1961 SC 867] , AIR p. 870)

38. It is, thus, this fine balancing which is required to be achieved while adjudicating a particular dispute, keeping in mind that the industrial disputes are settled by industrial adjudication on principle of fair play and justice.”

26. In view of the aforesaid statement of law laid down by this Court after adverting to the powers of the Industrial Tribunal and the Labour Court as interpreted by this Court in the earlier decisions referred to supra, the said principle is aptly applicable to the fact situation of the case on hand, for the reason that the Labour Court recorded a finding of fact in favour of the workman that the termination of services of the appellant herein is not legal and valid and further reaffirmed the said finding and also clearly held that the plea taken in the order of termination that he was appointed on contract basis as a driver is not proved by producing cogent evidence. Further, we hold that even if the plea of the employer is accepted, extracting work though of permanent nature continuously for more than three years, the alleged employment on contract basis is wholly impermissible. Therefore, we have held that it amounts to an unfair labour practice as defined under Section 2(ra) of the ID Act, 1947 read with Section 25-T which is prohibited under Section 25-U, Chapter V-C of the ID Act, 1947. We have to hold that the judgment of the High Court in reversing the award is not legal and the same is set aside by us.

23. Further, the reliance placed upon the decision of this Court on *Umadevi (3)* case [*State of Karnataka v. Umadevi (3)*, (2006) 4 SCC 1 : 2006 SCC (L&S) 753] by the High Court to reverse the finding of fact recorded in the award in favour of the workman in answering the points of dispute in the negative, is not tenable in law in view of the judgment of this Court in *Maharashtra SRTC v. Casteribe Rajya Parivahan Karmchhari Sanghatana* [*Maharashtra SRTC v. Casteribe Rajya Parivahan Karmchhari Sanghatana*, (2009) 8 SCC 556 : (2009) 2 SCC (L&S) 513] , wherein, this Court after adverting to *Umadevi (3)* case [*State of Karnataka v. Umadevi (3)*, (2006) 4 SCC 1 : 2006 SCC (L&S) 753] at para 36, has held that the said case

“does not denude the Industrial and Labour Courts of their statutory power under Section 30 read with Section 32 of the MRTU and PULP Act to order permanency of the workers who have been victims of unfair labour practice on the part of the employer under Item 6 of Schedule IV where the posts on which they have been working exist”. (SCC p. 574)

Further, this Court held that : (SCC p. 574, para 36)

“36. ... Umadevi (3) case [State of Karnataka v. Umadevi (3), (2006) 4 SCC 1 : 2006 SCC (L&S) 753] cannot be held to have overridden the powers of the Industrial and Labour Courts in passing appropriate order under Section 30 of the MRTU and PULP Act, once unfair labour practice on the part of the employer under Item 6 of Schedule IV is established.”

Reference may be taken of judgment of Hon'ble Supreme Court in the case of **Jaggo v/s Union of India reported in (2024) SCC Online SC 3826**, the relevant paragraphs of this judgment are being reproduced as follows:-

“22. The pervasive misuse of temporary employment contracts, as exemplified in this case, reflects a broader systemic issue that adversely affects workers' rights and job security. In the private sector, the rise of the gig economy has led to an increase in precarious employment arrangements, often characterized by lack of benefits, job security, and fair treatment. Such practices have been criticized for exploiting workers and undermining labour standards. Government institutions, entrusted with upholding the principles of fairness and justice, bear an even greater responsibility to avoid such exploitative employment practices. When public sector entities engage in misuse of temporary contracts, it not only mirrors the detrimental trends observed in the gig economy but also sets a concerning precedent that can erode public trust in governmental operations.

25. It is a disconcerting reality that temporary employees, particularly in government institutions, often face multifaceted forms of exploitation. While the foundational purpose of temporary contracts may have been to address short-term or seasonal needs, they have increasingly become a mechanism to evade long-term obligations owed to employees. These practices manifest in several ways:

- **Misuse of “Temporary” Labels:-** Employees engaged for work that is essential, recurring, and integral to the functioning of an institution are often labelled as “temporary” or “contractual,” even when their roles mirror those of regular employees. Such misclassification deprives workers of the dignity, security, and benefits that regular employees are entitled to, despite performing identical tasks.

- **Arbitrary Termination:-** Temporary employees are frequently dismissed without cause or notice, as seen in the present case. This practice undermines the principles of natural justice and subjects workers to a state of constant insecurity, regardless of the quality or duration of their service.

- **Lack of Career Progression:-** Temporary employees often find themselves excluded from opportunities for skill development, promotions, or incremental pay raises. They remain stagnant in their roles, creating a systemic disparity between them and their regular counterparts, despite their contributions being equally significant.

- **Using Outsourcing as a Shield:-** Institutions increasingly resort to outsourcing roles performed by temporary employees, effectively replacing one set of exploited workers with another. This practice not only perpetuates exploitation but also demonstrates a deliberate effort to bypass the obligation to offer regular employment.

- **Denial of Basic Rights and Benefits:-** Temporary employees are often denied fundamental benefits such as pension, provident fund, health insurance, and paid leave, even when their tenure spans decades. This lack of social security subjects them and their families to undue hardship, especially in cases of illness, retirement, or unforeseen circumstances.”

The principle laid down in the case of Jaggo (Supra) has been followed by Hon'ble Supreme Court in the case of **Shripal Vs. Nagar Nigam Ghaziabad in Civil Appeal No. 8157/2024 (2025 INSC 144)**. The relevant portion of the said judgment is being reproduced as follows:-

“12. The evidence, including documentary material and undisputed facts, reveals that the Appellant Workmen performed duties integral to the Respondent Employer's municipal functions specifically the upkeep of parks, horticultural tasks, and city beautification efforts. Such work is evidently perennial rather than sporadic or project-based. Reliance on a general “ban on fresh recruitment” cannot be used to deny labor protections to long serving workmen. On the contrary, the acknowledged shortage of Gardeners in the Ghaziabad Nagar Nigam reinforces the notion that these positions are essential and ongoing, not intermittent. By requiring the same tasks (planting, pruning, general upkeep) from the Appellant Workmen as from regular Gardeners but still compensating them inadequately and inconsistently the Respondent Employer has effectively engaged in an unfair labour practice. The principle of “equal pay for equal work,” repeatedly emphasized by this Court, cannot be casually disregarded when workers have served for extended periods in roles resembling those of permanent employees. Long-standing

assignments under the Employer's direct supervision belie any notion that these were mere short-term casual engagements.

14. The Respondent Employer places reliance on Umadevi (supra) to contend that daily-wage or temporary employees cannot claim permanent absorption in the absence of statutory rules providing such absorption. However, as frequently reiterated, Uma Devi itself distinguishes between appointments that are "illegal" and those that are "irregular," the latter being eligible for regularization if they meet certain conditions. More importantly, Uma Devi cannot serve as a shield to justify exploitative engagements persisting for years without the Employer undertaking legitimate recruitment. Given the record which shows no true contractor based arrangement and a consistent need for permanent horticultural staff the alleged asserted ban on fresh recruitment, though real, cannot justify indefinite daily-wage status or continued unfair practices.

15. It is manifest that the Appellant Workmen continuously rendered their services over several years, sometimes spanning more than a decade. Even if certain muster rolls were not produced in full, the Employer's failure to furnish such records—despite directions to do so—allows an adverse inference under well-established labour jurisprudence. Indian labour law strongly disfavors perpetual daily-wage or contractual engagements in circumstances where the work is permanent in nature. Morally and legally, workers who fulfil ongoing municipal requirements year after year cannot be dismissed summarily as dispensable, particularly in the absence of a genuine contractor agreement. At this juncture, it would be appropriate to recall the broader critique of indefinite "temporary" employment practices as done by a recent judgement of this court in Jaggo v. Union of India

16. The High Court did acknowledge the Employer's inability to justify these abrupt terminations. Consequently, it ordered re-engagement on daily wages with some measure of parity in minimum pay. Regrettably, this only perpetuated precariousness: the Appellant Workmen were left in a marginally improved yet still uncertain status. While the High Court recognized the importance of their work and hinted at eventual regularization, it failed to afford them continuity of service or meaningful back wages commensurate with the degree of statutory violation evident on record.

17. In light of these considerations, the Employer's discontinuation of the Appellant Workmen stands in violation of the most basic labour law principles. Once it is established that their services were terminated without adhering to Sections 6E and 6N of the U.P. Industrial Disputes Act, 1947, and that they were engaged in essential, perennial duties, these workers cannot be relegated to perpetual uncertainty. While concerns of municipal budget and compliance with recruitment rules merit consideration, such concerns do not absolve the Employer of statutory obligations or negate equitable entitlements. Indeed, bureaucratic limitations cannot trump the legitimate rights of workmen who have served continuously in de facto regular roles for an extended period. 18. The impugned order of the High Court, to the extent they confine the Appellant Workmen to future daily-wage engagement without continuity or meaningful back wages, is hereby set aside with the following directions:-

I. The discontinuation of the Appellant Workmen's services, effected without compliance with Section 6E and Section 6N of the U.P. Industrial Disputes Act, 1947, is declared illegal. All orders or communications terminating their services are quashed. In consequence, the Appellant Workmen shall be treated as continuing in service from thereof their termination, for all purposes, including seniority and continuity in service.

II. The Respondent Employer shall reinstate the Appellant Workmen in their respective posts (or posts akin to the duties they previously performed) within four weeks from the date of this judgment. Their entire period of absence (from the date of termination until actual reinstatement) shall be counted for continuity of service and all consequential benefits, such as seniority and eligibility for promotions, if any.

III. Considering the length of service, the Appellant Workmen shall be entitled to 50% of the back wages from the date of their discontinuation until their actual reinstatement. The Respondent Employer shall clear the aforesaid dues within three months from the date of their reinstatement.

IV. The Respondent Employer is directed to initiate a fair and transparent process for regularizing the Appellant Workmen within six months from the date of reinstatement, duly considering the fact that they have performed perennial municipal duties akin to permanent posts. In assessing regularization, the Employer shall not impose educational or procedural criteria retroactively if such requirements were never applied to the Appellant Workmen or to similarly situated regular employees in the past. To the extent that sanctioned vacancies for such duties exist or are required, the Respondent Employer shall expedite all necessary administrative processes to ensure these longtime employees are not indefinitely retained on daily wages contrary to statutory and equitable norms."

The following observations of Hon ble Supreme Court in the case of Dharam Singh V.s. State of U.P. SLP No. 8558/2018 are being reproduced as follows –

" Furthermore, it must be clarified that the reliance placed by the High Court on Umadevi (Supra) to non suit the appellants is misplaced. Unlike Umadevi (Supra), the challenge before us is not an invitation to bypass the constitutional scheme of public employment. It is a challenge to the State's arbitrary refusals to sanction posts despite the employer's own acknowledgement of need and decades of continuous reliance on the very

workforce. On the other hand, Umadevi (Supra) draws a distinction between illegal appointments and irregular engagements and does not endorse the perpetuation of precarious employment where the work itself is permanent and the State has failed, for years, to put its house in order. Recent decisions of this Court in *Jaggo v. Union of India*⁴ and in *Shripal & Another v. Nagar Nigam, Ghaziabad*⁵ have emphatically cautioned that Umadevi (Supra) cannot be deployed as a shield to justify exploitation through long-term “ad hocism”, the use of outsourcing as a proxy, or the denial of basic 4 2024 SCC OnLine SC 3826. 5 2025 SCC OnLine SC 221. Civil Appeal No. 8558 of 2018 9 parity where identical duties are exacted over extended periods. The principles articulated therein apply with full force to the present case. The relevant paras from *Shripal (supra)* have been reproduced hereunder:

“14. The Respondent Employer places reliance on Umadevi (supra)² to contend that daily-wage or temporary employees cannot claim permanent absorption in the absence of statutory rules providing such absorption. However, as frequently reiterated, Uma Devi itself distinguishes between appointments that are “illegal” and those that are “irregular,” the latter being eligible for regularization if they meet certain conditions. More importantly, Uma Devi cannot serve as a shield to justify exploitative engagements persisting for years without the Employer undertaking legitimate recruitment. Given the record which shows no true contractor-based arrangement and a consistent need for permanent horticultural staff the alleged asserted ban on fresh recruitment, though real, cannot justify indefinite daily-wage status or continued unfair practices.

15. It is manifest that the Appellant Workmen continuously rendered their services over several Civil Appeal No. 8558 of 2018 10 years, sometimes spanning more than a decade. Even if certain muster rolls were not produced in full, the Employer's failure to furnish such records despite directions to do so-allows an adverse inference under well-established labour jurisprudence. Indian labour law strongly disfavors perpetual daily-wage or contractual engagements in circumstances where the work is permanent in nature. Morally and legally, workers who fulfil ongoing municipal requirements year after year cannot be dismissed summarily as dispensable, particularly in the absence of a genuine contractor agreement. At this juncture, it would be appropriate to recall the broader critique of indefinite “temporary” employment practices as done by a recent judgment of this court in *Jaggo v. Union of India*³ in the following paragraphs:

“22. The pervasive misuse of temporary employment contracts, as exemplified in this case, reflects a broader systemic issue that adversely affects workers' rights and job security. In the private sector, the rise of the gig economy has led to an increase in precarious employment arrangements, often Civil Appeal No. 8558 of 2018 11 characterized by lack of benefits, job security, and fair treatment. Such practices have been criticized for exploiting workers and undermining labour standards. Government institutions, entrusted with upholding the principles of fairness and justice, bear an even greater responsibility to avoid such exploitative employment practices. When public sector entities engage in misuse of temporary contracts, it not only mirrors the detrimental trends observed in the gig economy but also sets a concerning precedent that can erode public trust in governmental operations.

25. It is a disconcerting reality that temporary employees, particularly in government institutions, often face multifaceted forms of exploitation. While the foundational purpose of temporary contracts may have been to address short-term or seasonal needs, they have increasingly become a mechanism to evade long-term obligations owed to employees. These practices manifest in several ways: Civil Appeal No. 8558 of 2018 12 •

As we have observed in both *Jaggo (Supra)* and *Shripal (Supra)*, outsourcing cannot become a convenient shield to perpetuate precariousness and to sidestep fair engagement practices where the work is inherently perennial. The Commission's further contention that the appellants are not “full-time” employees but continue only by virtue of interim orders also does not advance their case. That interim Civil Appeal No. 8558 of 2018 15 protection was granted precisely because of the long history of engagement and the pendency of the challenge to the State's refusals. It neither creates rights that did not exist nor erases entitlements that may arise upon a proper adjudication of the legality of those refusals.

14. The learned Single Judge of the High Court also declined relief on the footing that the petitioners had not specifically assailed the subsequent decision dated 25.11.2003. However, that view overlooks that the writ petition squarely challenged the 11.11.1999 refusal as the High Court itself directed a fresh decision during pendency, and the later rejection was placed on record by the respondents. In such circumstances, we believe that the High Court was obliged to examine the legality of the State's stance in refusing sanction, whether in 1999 or upon reconsideration in 2003, rather than dispose of the matter on a mere technicality. The Division Bench of the High Court compounded the error by affirming the dismissal without engaging with the principal challenge or the intervening material. The approach of both the Courts, in reducing the dispute to a mechanical enquiry about “rules” and “vacancy” while ignoring the core question of arbitrariness in the Civil Appeal No. 8558 of 2018 16 State's refusal to sanction posts despite perennial need and long service, cannot be sustained.

15. Therefore, in view of the foregoing observations, the impugned order of the High Court cannot be sustained. The State's refusals dated 11.11.1999 and 25.11.2003, in so far as they concern the Commission's proposals for sanction/creation of Class-III/Class-IV posts to address perennial ministerial/attendant work, are held unsustainable and stand quashed.

16. The appeal must, accordingly, be allowed.

17. Before concluding, we think it necessary to recall that the State (here referring to both the Union and the State governments) is not a mere market participant but a constitutional employer. It cannot balance budgets on the backs of those who perform the most basic and recurring public functions. Where work recurs day after day and year after year, the establishment must reflect that reality in its sanctioned strength and engagement practices. The long-term extraction of regular labour under temporary labels corrodes confidence in public administration and offends the promise of equal protection. Financial stringency certainly has a place in public policy, but it Civil Appeal No. 8558 of 2018 17 is not a talisman that overrides fairness, reason and the duty to organise work on lawful lines.

18. Moreover, it must necessarily be noted that "ad-hocism" thrives where administration is opaque. The State Departments must keep and produce accurate establishment registers, muster rolls and outsourcing arrangements, and they must explain, with evidence, why they prefer precarious engagement over sanctioned posts where the work is perennial. If "constraint" is invoked, the record should show what alternatives were considered, why similarly placed workers were treated differently, and how the chosen course aligns with Articles 14, 16 and 21 of the Constitution of India. Sensitivity to the human consequences of prolonged insecurity is not sentimentality. It is a constitutional discipline that should inform every decision affecting those who keep public offices running.

19. Having regard to the long, undisputed service of the appellants, the admitted perennial nature of their duties, and the material indicating vacancies and comparator regularisations, we issue the following directions:

i. Regularization and creation of Supernumerary posts: All appellants shall stand regularized with effect Civil Appeal No. 8558 of 2018 18 from 24.04.2002, the date on which the High Court directed a fresh recommendation by the Commission and a fresh decision by the State on sanctioning posts for the appellants. For this purpose, the State and the successor establishment (U.P. Education Services Selection Commission) shall create supernumerary posts in the corresponding cadres, Class-III (Driver or equivalent) and Class-IV (Peon/Attendant/Guard or equivalent) without any caveats or preconditions. On regularization, each appellant shall be placed at not less than the minimum of the regular pay-scale for the post, with protection of last-drawn wages if higher and the appellants shall be entitled to the subsequent increments in the pay scale as per the pay grade. For seniority and promotion, service shall count from the date of regularization as given above.

ii. Financial consequences and arrears: Each appellant shall be paid as arrears the full difference between (a) the pay and admissible allowances at the minimum of the regular pay-level for the post from time to time, and (b) the amounts actually paid, for the period from 24.04.2002 until the date of regularization /retirement/death, as the case may be. Amounts already paid under previous interim directions shall be Civil Appeal No. 8558 of 2018 19 so adjusted. The net arrears shall be released within three months and if in default, the unpaid amount shall carry compound interest at 6% per annum from the date of default until payment.

iii. Retired appellants: Any appellant who has already retired shall be granted regularization with effect from 24.04.2002 until the date of superannuation for pay fixation, arrears under clause (ii), and recalculation of pension, gratuity and other terminal dues. The revised pension and terminal dues shall be paid within three months of this Judgement.

iv. Deceased appellants: In the case of Appellant No. 5 and any other appellant who has died during pendency, his/her legal representatives on record shall be paid the arrears under clause (ii) up to the date of death, together with all terminal/retiral dues recalculated consistently with clause (i), within three months of this Judgement. v. Compliance affidavit: The Principal Secretary, Higher Education Department, Government of Uttar Pradesh, or the Secretary of the U.P. Education Services Selection Commission or the prevalent competent authority, shall file an affidavit of compliance before this Court within four months of this Judgement. Civil Appeal No. 8558 of 2018 20 20. We have framed these directions comprehensively because, case after case, orders of this Court in such matters have been met with fresh technicalities, rolling "reconsiderations," and administrative drift which further prolongs the insecurity for those who have already laboured for years on daily wages. Therefore, we have learned that Justice in such cases cannot rest on simpliciter directions, but it demands imposition of clear duties, fixed timelines, and verifiable compliance. As a constitutional employer, the State is held to a higher standard and therefore it must organise its perennial workers on a sanctioned footing, create a budget for lawful engagement, and implement judicial directions in letter and spirit. Delay to follow these obligations is not mere negligence but rather it is a conscious method of denial that erodes livelihoods and dignity for these workers. The operative scheme we have set here comprising of creation of supernumerary posts, full regularization, subsequent financial benefits, and a sworn affidavit of compliance, is therefore a pathway

designed to convert rights into outcomes and to reaffirm that fairness in engagement and transparency in administration are not matters of Civil Appeal No. 8558 of 2018 21 grace, but obligations under Articles 14, 16 and 21 of the Constitution of India."

In the light of aforesaid proposition of law, keeping in view the fact that the workman has put in about 22 years with the Management in their service, he is held entitled to be reinstated with 50% back wages and to be considered for granting permanent status and regularization.

Issue No. 3 is answered accordingly.

In the above discussion the reference is answered as follows.

AWARD

The action of Management Bank in terminating the services of Workman Rameshwar Verma is held against law. The workman is held entitled to be reinstated with 50% back wages and to be considered for granting permanent status and regularization.

The Management Bank is directed to reinstate the workman Rameshwar Verma with 50% back wages, payable to him within 90 days from the date of Award, failing which interest @6% per annum from date of Award till payment.

The Management Bank is directed to initiate a fair and transparent process for granting permanent status and regularization of the Workman within six months from the date of reinstatement, duly considering the fact that he has performed perennial duties. In assessing regularization, the Management shall not impose educational or procedural criteria retroactively if such requirements were never applied to the Applicant Workman or to similarly situated regular employees in the past. The Management Bank shall expedite all necessary administrative processes to ensure that such type of workmen are not indefinitely retained on daily wages contrary to statutory and equitable norms."

No order as to cost.

DATE:-23/04/2026

P.K.SRIVASTAVA, Presiding Officer

नई दिल्ली, 29 जून, 2026

का.आ. 1365.—औद्योगिक विवाद अधिनियम 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार बैंक ऑफ महाराष्ट्र के प्रबंधतंत्र, संबद्ध नियोजको और उनके कर्मकारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय जबलपुर के पंचाट (06/2024) प्रकाशित करती है

[सं. एल-39025/01/2026- आई आर (बी-II)-65]

सलोनी, उप निदेशक

New Delhi, the 29th June, 2026

S.O. 1365.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref.06/2024) of the *Cent.Govt.Indus.Tribunal-cum-Labour Court Jabalpur* as shown in the Annexure, in the industrial dispute between the management of Bank of Maharashtra and their workmen.

L-39025/01/2026- IR (B-II)-65

[No. L-39025/01/2026-IR(B-II)-65]

SALONI, Dy. Director

ANNEXURE

THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL, JABALPUR

NO. CGIT/LC/RC/06/2024

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

Ankit Sen,
S/o Ashok Kumar Sen,
Aged about 27 years, R/o Village Dhanpuri,
Police Station Barela,
Tehsil and District Jabalpur, Madhya Pradesh.

Workman

Versues

1. Regional Manager,
Bank of Maharashtra,
Wright Town Jabalpur (M.P.)
2. Branch Manager,
Bank of Maharashtra,
Branch- Gorakhpur Jabalpur (M.P.)
3. The Chief Manager,
Bank of Maharashtra Head Office,
Lok Mangal-1501, Shivaji Nagar,
Pune (Maharashtra)

Management

AWARD

(Passed on this 16th day of April, 2026)

The Workman has filed the petition under Section 2A (2&3) of the Industrial Disputes Act, 1947 as amended by Amendment Act, 2010 (in short the 'Act') with the case that he worked as a Temporary Daily Wager with the Bank from 09.03.2021 to 02.10.2023 for more than 240 days in every year. His services were terminated by Bank without notice or compensation, which is bad in law. He raised a dispute within 03 years, which could not be conciliated, hence this petition. He has requested that he be reinstated with back wages and benefits.

Case of the Management Bank in their written statement is that, he was a part-time daily wager, who never worked whole day and never completed 240 days in any year, hence his disengagement does not violate in law. Bank has requested that his petition be dismissed.

No evidence was adduced by any of the parties.

I have heard argument of Learned Counsel Mr. Jaydeep Bansal for the Workman. None appeared from the side of Bank for argument also.

I have gone through the record as well.

The initial burden to prove his case is on the petitioner. He has not adduced any evidence in form of affidavit nor has he proved any document, hence holding his case not proved, the petition is liable to be dismissed.

ORDER

Petition dismissed.

No order as to cost.

DATE:- 16/04/2026

P.K.SRIVASTAVA), Presiding Officer

नई दिल्ली, 29 जून, 2026

का.आ. 1366.—औद्योगिक विवाद अधिनियम 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार बैंक ऑफ महाराष्ट्र के प्रबंधतंत्र, संबद्ध नियोजको और उनके कर्मकारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय जबलपुर के पंचाट (07/2024) प्रकाशित करती है

[सं. एल-39025/01/2026- आई आर (बी-II)-66]

सलोनी, उप निदेशक

New Delhi, the 29th June, 2026

S.O. 1366.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. 07/2024) of the *Cent.Govt.Indus.Tribunal-cum-Labour Court Jabalpur* as shown in the Annexure, in the industrial dispute between the management of Bank of Maharashtra and their workmen.

[No. L-39025/01/2026- IR (B-II)-66]

SALONI, Dy. Director

ANNEXURE

THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL, JABALPUR

NO. CGIT/LC/RC/07/2024

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

Amar Chohtel, S/o Deepak Chohtel
Aged about 27 years,
R/o Helatganj Cantonment Ward,
Sadar Bazaar, Jabalpur, M.P.

Workman

Versues

1. Regional Manager,
Bank of Maharashtra,
Wright Town Jabalpur (M.P.)
2. Branch Manager,
Bank of Maharashtra,
Branch- Gorakhpur Jabalpur (M.P.)
3. The Chief Manager,
Bank of Maharashtra Head Office,
Lok Mangal-1501, Shivaji Nagar,
Pune (Maharashtra)

Management

AWARD

(Passed on this 16th day of April, 2026)

The Workman has filed the petition under Section 2A (2&3) of the Industrial Disputes Act, 1947 as amended by Amendment Act, 2010 (in short the 'Act') with the case that he worked as a Temporary Daily Wager with the Bank from 04.12.2020 to 06.11.2023 for more than 240 days in every year. His services were terminated by Bank without notice or compensation, which is bad in law. He raised a dispute within 03 years, which could not be conciliated, hence this petition. He has requested that he be reinstated with back wages and benefits.

Case of the Management Bank in their written statement is that, he was a part-time daily wager who never worked whole day and never completed 240 days in any year, hence his disengagement does not violate in law. Bank has requested that his petition be dismissed.

No evidence was adduced by any of the parties.

I have heard argument of Learned Counsel Mr. Jaydeep Bansal for the Workman. None appeared from the side of Bank for argument also.

I have gone through the record as well.

The initial burden to prove his case is on the petitioner. He has not adduced any evidence in form of affidavit nor has he proved any document, hence holding his case not proved, the petition is liable to be dismissed.

ORDER

Petition dismissed.

No order as to cost.

DATE:- 16/04/2026

P.K.SRIVASTAVA, Presiding officer

नई दिल्ली, 29 जून, 2026

का.आ. 1367.—औद्योगिक विवाद अधिनियम 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार कमांडेंट, महार रेजिमेंटल सेंटर, सागर, मध्य प्रदेश के प्रबंधतंत्र, संबद्ध नियोजको और उनके कर्मकारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय जबलपुर के पंचाट (55/2016, 56/2016, 57/2016, 58/2016, 59/2016, 60/2016, 61/2016, 62/2016, 63/2016) प्रकाशित करती है

[सं. एल-14012/04/2016- आई आर (बी-1)]

सलोनी, उप निदेशक

New Delhi, the 29th June, 2026

S.O. 1367.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. 55/2016, 56/2016, 57/2016, 58/2016, 59/2016, 60/2016, 61/2016, 62/2016, 63/2016) of the *Cent.Govt.Indus.Tribunal-cum-Labour Court Jabalpur* as shown in the Annexure, in the industrial dispute between the management of The Commandant Mahar Regimental Center Sagar M.P and their workmen.

[No. L-14012/04/2016- IR (B-I)]

SALONI, Dy. Director

ANNEXURE

THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL, JABALPUR

1.CGIT/LC/R/55/2016

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

Shri Anil Sen
S/o Moti Lal Sen, R/o Motinagar,
Ward No.25, Sagar (M.P)-470001

Workman

Versues

1. **The Commandant,**
Mahar Regimental Centre,
Sagar (M.P)-470001

2. Karyavahak Station Staff Adhikari
Administrative Officer,
First Class, Station Headquarter,
Sagar District Sagar (M.P.) 470001
3. M/s Talwar & Co.,
Through! Its proprietor
Mrs. Shobhana Talwar,
R/o 5/21, Sadar Baazar Sagar (MP)

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

With 2. CGIT/LC/R/56/2016

Shri Jitendra Sen
S/o Shri Thikaram Sen,
R/o Village Ranipura, Semrahat,
Sagar (M.P.)-470001

Workman

Versues

1. The Commandant,
Mahar Regimental Centre,
Sagar (M.P.)-470001
2. Karyavahak Station Staff Adhikari
Administrative Officer,
First Class, Station Headquarter,
Sagar District Sagar (M.P.) 470001
3. M/s Talwar & Co.,
Through! Its proprietor
Mrs. Shobhana Talwar,
R/o 5/21, Sadar Baazar Sagar (MP)

Management

3. CGIT/LC/R/57/2016

Shafeeq
S/o Mohd. Rajjaq,
R/o Bhainsa Naka, Sagar (M.P.)-470001

Workman

Versues

1. The Commandant,
Mahar Regimental Centre,
Sagar (M.P.)-470001
2. Karyavahak Station Staff Adhikari
Administrative Officer,
First Class, Station Headquarter,
Sagar District Sagar (M.P.) 470001
3. M/s Talwar & Co.,
Through! Its proprietor
Mrs. Shobhana Talwar,
R/o 5/21, Sadar Baazar Sagar (MP)

Management

4. CGIT/LC/R/58/2016

Sh. Kamlesh Sen
S/o Gopal Sen, 6, Aafatganj,
Hardoula Chabutra Gali,
Teh-Sagar, Sagar (M.P.)-470001

Workman

Versues

1. The Commandant,
Mahar Regimental Centre,
Sagar (M.P)-470001
2. Karyavahak Station Staff Adhikari
Administrative Officer,
First Class, Station Headquarter,
Sagar District Sagar (M.P.) 470001
3. M/s Talwar & Co.,
Through! Its proprietor
Mrs. Shobhana Talwar,
R/o 5/21, Sadar Baazar Sagar (MP)

Management

5.CGIT/LC/R/59/2016

Sh. Motilal Sen
S/o Gulabchand Sen, R/o Ward No.25,
Motinagar Ward, Sagar (M.P)-470001

Workman

Versues

1. The Commandant,
Mahar Regimental Centre,
Sagar (M.P)-470001
2. Karyavahak Station Staff Adhikari
Administrative Officer,
First Class, Station Headquarter,
Sagar District Sagar (M.P.) 470001
3. M/s Talwar & Co.,
Through! Its proprietor
Mrs. Shobhana Talwar,
R/o 5/21, Sadar Baazar Sagar (MP)

Management

6.CGIT/LC/R/60/2016

Sh Pran Singh Sen
S/o Hazarilal Sen, R/o Ranipura,
Semrahat, Sagar, Sagar (M.P)-470001

Workman

Versues

1. The Commandant,
Mahar Regimental Centre,
Sagar (M.P)-470001
2. Karyavahak Station Staff Adhikari
Administrative Officer,
First Class, Station Headquarter,
Sagar District Sagar (M.P.) 470001
3. M/s Talwar & Co.,
Through! Its proprietor
Mrs. Shobhana Talwar,
R/o 5/21, Sadar Baazar Sagar (MP)

Management

7.CGIT/LC/R/61/2016

Sh. Sunil Sen S/o Motilal Sen,
R/o Near Himmatbhai Namkeen Wala,
Bahubali Colony, Sagar (M.P)-470001

Workman

Versues

1. The Commandant,
Mahar Regimental Centre,
Sagar (M.P.)-470001
2. Karyavahak Station Staff Adhikari
Administrative Officer,
First Class, Station Headquarter,
Sagar District Sagar (M.P.) 470001
3. M/s Talwar & Co.,
Through! Its proprietor
Mrs. Shobhana Talwar,
R/o 5/21, Sadar Baazar Sagar (MP)

Management

8.CGIT/LC/R/62/2016

Sh. Sandeep Sen
S/o Motilal Sen, R/o Bhandari Road No.3,
Moti Nagar, Sagar (M.P.)-470001

Workman

Versues

1. The Commandant,
Mahar Regimental Centre,
Sagar (M.P.)-470001
2. Karyavahak Station Staff Adhikari
Administrative Officer,
First Class, Station Headquarter,
Sagar District Sagar (M.P.) 470001
3. M/s Talwar & Co.,
Through! Its proprietor
Mrs. Shobhana Talwar,
R/o 5/21, Sadar Baazar Sagar (MP)

Management

9.CGIT/LC/R/63/2016

Sh. Pappu Sen
S/o Balram Sen, R/o 8,
Behind Police Line, Laxmipura Ward,
Sagar (M.P.)-470001

Workman

Versues

1. The Commandant,
Mahar Regimental Centre,
Sagar (M.P.)-470001
2. Karyavahak Station Staff Adhikari
Administrative Officer,
First Class, Station Headquarter,
Sagar District Sagar (M.P.) 470001
3. M/s Talwar & Co.,
Through! Its proprietor
Mrs. Shobhana Talwar,
R/o 5/21, Sadar Baazar Sagar (MP)

Managemen

JUDGMENT**(Passed on this 24th day of April, 2026)**

As per letter dated 02.06.2016 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-14012/04/2016 (IR(DU)) dt 02.06.2016. The dispute under reference relates to:

"1. Whether Anil Sen S/o Motilal Sen, who is working as Barber in Mahar Regimental Centre, Sagar for the last 5 year is entitled for regularization with Mahar Regimental Centre, Sagar as Barber or not? If not to what relief the workman is entitled?"

2. "Whether Anil Sen is working as Barber under Mahar Regimental Centre, Sagar directly or not and Whether the contract labour system existing at present with M/s Talwar & Co. is sham or not? If it is sham to what relief the workman is entitled to?"

3. Whether the action of the Mahar Regimental Centre, Sagar in publishing paper advertisement and trying to recruit regular Barbers without regularizing the services of Anil Sen amounted to unfair labour Practice or not? If yes to what relief the workman is entitled to?"

In case No. R/56/2016 –

As per letter dated 02.06.2016 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-14012/05/2016 (IR(DU)) dt. 02.06.2016. The dispute under reference relates to:

"1. Whether Sh. Jitendra Sen S/o Thikaram Sen, who is working as Barber in Mahar Regimental Centre, Sagar for the last 3 years is entitled for regularization with Mahar Regimental Centre, Sagar as Barber or not? If not to what relief the workman is entitled?"

2. 'Whether Sh. Jitendra Sen is working as Barber under Mahar Regimental Centre, Sagar directly or not and Whether the contract labour system existing at present with M/s Talwar & Co. is sham or not? If it is sham to what relief the workman is entitled to?"

3. 'Whether the action of the Mahar Regimental Centre, Sagar in publishing paper advertisement and trying to recruit regular Barbers without regularizing the services of Jitendra Sen amounted to unfair labour Practice or not? If yes, to what relief the workman is entitled to?"

In case No. R/57/2016 –

As per letter dated 02.06.2016 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-14012/06/2016 (IR(DU)) dt. 02.06.2016. The dispute under reference relates to:

"1. Whether Sh. Shafeeq S/o Mohd. Rajjaq, who is working as Barber in Mahar Regimental Centre, Sagar for t for the last 30 years is entitled for regularization with Mahar Regimental Centre, Sagar as Barber or not? If not to what relief the workman is entitled?"

2. 'Whether Sh. Shafeeq is working as Barber under Mahar Regimental Centre, Sagar directly or not and Whether the contract labour system existing at present with M/s Talwar & Co. is sham or not? If it is sham to what relief the workman is entitled to?"

3. 'Whether the action of the Mahar Regimental Centre, Sagar in publishing paper advertisement and trying to recruit regular Barbers without regularizing the services of Sh. Shafeeq amounted to unfair labour Practice or not? If yes to what relief the workman is entitled to?"

In case No. R/58/2016 –

As per letter dated 02.06.2016 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-14012/07/2016 (IR(DU)) dt. 02.06.2016. The dispute under reference relates to:

“1. Whether Sh. Kamlesh Sen S/o Gopal Sen, who is working as Barber in Mahar Regimental Centre, Sagar for the last 20 years is entitled for regularization with Mahar Regimental Centre, Sagar as Barber or not? If not to what relief the workman is entitled?”

2. Whether Sh. Kamlesh Sen is working as Barber under Mahar Regimental Centre, Sagar directly or not and Whether the contract labour system existing at present with M/s Talwar & Co. is sham or not? If it is sham to what relief the workman is entitled to?

3. 'Whether the action of the Mahar Regimental Centre, Sagar in publishing paper advertisement and trying to recruit regular Barbers without regularizing the services of Sh. Kamlesh Sen amounted to unfair labour Practice or not? If yes to what relief the workman is entitled to?’

In case No. R/59/2016 –

As per letter dated 02.06.2016 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-14012/08/2016 (IR(DU)) dt. 02.06.2016. The dispute under reference relates to:

“Whether Sh. Motilal Sen S/o Gulabchand Sen, who is working as Barber in Mahar Regimental Centre, Sagar for the last 30 years is entitled for regularization with Mahar Regimental Centre, Sagar as Barber or not? If not to what relief the workman is entitled?”

2. 'Whether Sh. Motilal Sen is working as Barber under Mahar Regimental Centre, Sagar directly or not and Whether the contract labour system existing at present with M/s Talwar & Co. is sham or not? If it is sham to what relief the workman is entitled to?’

3. Whether the action of the Mahar, Regimental Centre, Sagar in publishing paper advertisement and trying to recruit regular Barbers without regularizing the services of Sh. Motilal Sen amounted to unfair labour Practice or not? If yes to what relief the workman is entitled to?’

In case No. R/60/2016 –

As per letter dated 02.06.2016 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-14012/09/2016 (IR(DU)) dt. 02.06.2016. The dispute under reference relates to:

“1. Whether Sh. Pran Singh Sen S/o Hazarilal Sen, who is working as Barber in Mahar Regimental Centre, Sagar for the last 15 years is entitled for regularization with Mahar Regimental Centre, Sagar as Barber or not? If not to what relief the workman is entitled?”

2. 'Whether Sh. Pran Singh Sen is working as Barber under Mahar Regimental Centre, Sagar directly or not and Whether the contract labour system existing at present with M/s Talwar & Co. is sham or not? If it is sham to what relief the workman is entitled to?’

3. Whether the action of the Mahar Regimental Centre, Sagar in publishing paper advertisement and trying to recruit regular Barbers without regularizing the services of Sh. Pran Singh Sen amounted to unfair labour Practice or not? If yes to what relief the workman is entitled to?’

In case No. R/61/2016 –

As per letter dated 02.06.2016 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-14012/10/2016 (IR(DU)) dt. 02.06.2016. The dispute under reference relates to:

“1. Whether Sh. Sunil Sen S/o Motilal Sen, who is working as Barber in Mahar Regimental Centre, Sagar for the last 10 years is entitled for regularization with Mahar Regimental Centre, Sagar as Barber or not? If not to what relief the workman is entitled.”

2. Whether Sh. Sunil Sen is working as Barber under Mahar Regimental Centre, Sagar directly or not and Whether the contract labour system existing at present with M/s Talwar & Co. is sham or not? If it is sham to what relief the workman is entitled to?’

3. Whether the action of the Mahar Regimental Centre, Sagar in publishing paper advertisement and trying to recruit regular Barber without regularizing the services of Sh. Sunil Sen amounted to unfair labour Practice or not? If yes, to what relief the workman is entitled to?"

In case No. R/62/2016 –

As per letter dated 02.06.2016 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-14012/11/2016 (IR(DU)) dt. 02.06.2016. The dispute under reference relates to:

"1. Whether Sh. Sandeep Sen S/o Motilal Sen, who is working as Barber in Mahar Regimental Centre, Sagar for the last 5 years is entitled for regularization with Mahar Regimental Centre, Sagar as Barber or not? If not to what relief the workman is entitled?"

2. Whether Sh. Sandeep Sen is working as Barber under Mahar Regimental Centre, Sagar directly or not and Whether the contract labour system existing at present with M/s Talwar & Co. is sham or not? If it is sham to what relief the workman is entitled to?"

3. "Whether the action of the Mahar Regimental Centre, Sagar in publishing paper advertisement and trying to recruit regular Barbers without regularizing the services of Sh. Sandeep Sen amounted to unfair labour Practice or not? If yes to what relief the workman is entitled to?"

In case No. R/63/2016 –

As per letter dated 02.06.2016 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-14012/12/2016 (IR(DU)) dt 02.06.2016. The dispute under reference relates to:

"1. Whether Shri Pappu Sen S/o Sh. Balram Sen, who is working as Barber in Mahar Regimental Centre, Sagar for the last 20 years is entitled for regularization with Mahar Regimental Centre, Sagar as Barber or not? If not to what relief the workman is entitled."

2. Whether Shri Pappu Sen is working as Barber under Mahar Regimental Centre, Sagar directly or not and Whether the contract labour system existing at present with M/s Talwar & Co. is sham or not? If it is sham to what relief the workman is entitled to?"

3. 'Whether the action of the Mahar Regimental Centre, Sagar in publishing paper advertisement and trying to recruit regular Barbers without regularizing the services of Shri Pappu Sen amounted to unfair labour Practice or not? If yes to what relief the workman is entitled to?"

Since, the disputes, the facts and evidence in all cases were identical, hence after hearing arguments, these cases are being disposed by common Judgment and Award.

The case of the Workmen in these cases is mainly that, they have been working as a Barber in the Office of Brigadier Mahar Regimental Centre, Sagar, and have experience as well expertise in the field for the past many years, details of their engagement tenure produced in tabular form. They also received appreciation for their work, have been getting remuneration of Rs. 2200/- per month and have worked more than 240 days in every single calendar year, thus have earned status of a permanent employee under the Act. They have been issued gate passes by the Office of the Brigadier, their records are maintained in the Office of Management No.1 i.e. the Brigadier of the Regimental Centre. They are entitled to be granted permanent status and regularization of their service. They preferred representation in this respect before the Appropriate Authority and were granted liberty to approach the Office of Management No.1 i.e. the Office of the Brigadier of the Regimental Centre. They did prefer a representation to the Office of the Brigadier of the Regimental Centre, seeking permanent status and regularization of their services which is not yet been granted.

The Management No.1 (Brigadier Mahar Regimental Centre) came up with an advertisement dated 29.08.2015 for fresh recruitment of Barbers, with age bar between 18 to 25 years and educational qualification Matriculation passed, no preference or relaxation was given to the Applicant Workmen in the advertisement. They preferred a representation dated 10.09.2015 to the various Authorities. They also raised a dispute before the Deputy Chief Labour Commissioner, Jabalpur under Section 12 of the Act. During the conciliation proceedings, the Management appeared but no conciliation could be reached at, hence, the Deputy Chief Labour Commissioner sent a failure of conciliation report to the Ministry. It is further the case of the Applicants that in the meanwhile, the Management No.1 i.e. the Office of Brigadier of Regimental Centre prevented the applicants from entering their premises and applicants were restrained from discharging their duties as a Barber. They preferred an application under Section 33(1) of the Act before the Deputy Chief Labour Commissioner on 25.01.2016. Notice was issued to the Management on 25.01.2016. One M/s Talwar & Company appeared in response to the notice and stated that the work

was stopped from 21.01.2026 to 28.01.2016 due to Republic Day arrangements and thereafter the applicants could immediately join back to the service. The Applicants were allowed to work from 03.02.2016 to 01.04.2016 as Barbers but, were again discharged though the matter was pending adjudication. It is thereafter, the Applicants approach Hon'ble High Court of M.P. by way of filing the Writ Petition No. 8757/2016 which was decided by Hon'ble High Court, the applicants were directed to approach the Tribunal and Government was directed to sent a reference with respect to the dispute to the Tribunal. Thereafter, the reference was sent by the Government to the Tribunal.

According to the Workmen, due to working continuously for so many years detail mentioned in tabular form

S.No.	Name of the workmen	Age of the workmen at the time of disengagement	No. of years the workmen worked with Management at the time of disengagement	Posts on which the applicant workmen were working with Management
1.	Anil Sen	23 years	08 years	Barber
2.	Jitendra	23 years	06 years	Barber
3.	Shafeeq	45 years	25 years	Barber
4.	Kamlesh	35 years	20 years	Barber
5.	Motilal	50 years	34 years	Barber
6.	Pran Singh	32 years	15 years	Barber
7.	Sunil Sen	29 years	11 years	Barber
8.	Sandeep	22 years	06 years	Barber
9.	Pappu	42 years	25 years	Barber

They have matured their right to permanent status and that of regular employee which has been denied to them by Management. There is no academic or professional qualification required nor is there any curriculum for the job of Barber, conducted by any Authority and they have got the professional skill of Barbers by way of experience and expertise. According to the Applicants, this action of Management in refusing them permanent status and regularization is unjust, illegal, arbitrary and amounts to unfair labour practice. They have requested that the Management No.1 i.e. the Office of the Brigadier of the Regimental Centre be directed to regularize their services and grant them wages as per scale, alternatively, they be granted preference in the recruitment process of regular/fresh appointment of Barbers in the Office of Management No.1.

Management No.1 has filed written statement on their behalf Station Staff Officer of the Station Headquarter Regimental Centre in which they have pleaded that these applicants were in fact employed by M/s Talwar & Company, who has been providing hair cutting services to the personnel of Mahar Regimental Centre on monthly or yearly basis. The Regimental Centre is authorized civilian barbers based on Army Instruction No. 124/63 and Army Instruction No. 186/66, there was 100% deficiency of Barbers in the Centre. Outsourcing of essential services was contractual agreement on yearly basis by way of tender, the payment was calculated by multiplying number of trainees and permanent staff at the rate amount fixed with the Contractor for providing hair cutting services to one trainee per month. The bills were raised by Contractor and were paid by the Controller of Defense Account at Jabalpur on monthly basis. The Mahar Regimental Centre is not aware about the details of the duration of employment of these Barbers or wages paid to them by the Contractor, because the Regimental Centre is not their employer rather they have been employed by the Contractor M/s Talwar & Company who can verify about the employment and payments. This system of outsourcing was stopped by Controller of Defense Accounts, Jabalpur vide their DO dated 18.02.2015, hence case for continuation of outsourcing of essential services was taken up with Integrated Financial Authority by the Regimental Centre vide letter dated 18.03.2015 which was not sanctioned. Thereafter, on the request of the Regimental Centre, the Headquarter released vacancies of civil tradesman employees for direct recruitment, in which the post of Barbers were also included. The recruitment process for the post of Barbers was carried out in September/October, 2015. The vacancies were published in newspapers, the applicants who were employed by the Contractor M/s Talwar & Company were also granted opportunity to participate in the recruitment process. Some of them did apply for that, but many of them did not meet the criteria of age as well educational qualification mentioned in the recruitment Rules, hence were rejected. Two were selected and are presently employed as Barbers in the Regimental Centre. It is further the case of the Management that, after the Controller of the Defense Accounts, Jabalpur stopped payment for outsourcing of hair cutting services, w.e.f. 01.04.2015 there was considerable gap from 01.04.2015 to 31.03.2016, before the Barbers from direct recruitment were made available to the Regimental Centre in this circumstance, in order to ensure discipline, hygiene and sanitation standard of the troops, the Regimental Centre entered into a private contract agreement with M/s Talwar and Company for hair cutting w.e.f. 01.04.2015 to 31.03.2016. Payments for these services were made by the regular staff from their own pockets which were reimbursed by the Regimental Centre. Meanwhile, the 08 barbers including the sons of two Applicant Workmen joined the Center and this system was also done away from 01.04.2016. Thus according to Management, there is never been any relationship of employer and employee between the Regimental Centre and the Applicant Workmen. Hence, there is no question of their disengagement by the Regimental Centre, the Management of Regimental Centre has prayed that reference be answered against the applicant workmen.

During the course of proceedings, the Contractor M/s Talwar & Company were also impleaded party after impleadment, notices were sent to them but in spite of service of notices on them, they did not appear and did not file any written statement.

The Applicants filed rejoinder in which they stated that, the so called agreements between the Contractors and the Regimental Centre are sham and camouflage adopted by the Regimental Centre just to deny the claims of these Applicant Workmen. In fact, the salary was paid by the Regimental Centre and not by the Contractor. The Applicants worked under the instructions and control as well supervision of the officers of Regimental Centre in their campus. In fact, the Applicant Workmen have been working under the supervision, control and instructions of the Regimental Centre and the so called outsourcing agreements are in fact sham, the works they have discharged are integral to the Centre activities and are of permanent and perennial nature. The Regimental Centre has adopted unfair labour practice by way of engaging Workers on contract for years and years on the job of permanent nature which is prohibited in law. Management cannot be allowed to take benefit of their own misdeeds.

In all these cases, the workmen have filed their affidavits as their examination in chief, they have been cross-examined by the Management of Regimental Centre. The Regimental Centre has also filed affidavit of its witness as their examination in chief. He has also been cross-examined by the workmen. Both the sides have filed and proved documents, to be referred to as and when required.

I have heard arguments of Learned Counsel for the Applicant Workmen Mr. Rohan Harne assisted by Mr. Dhananjay Srivastava Learned Counsel and Mr. Gajendra Singh Chauhan Learned Counsel for Management of Regimental Centre.

As stated earlier, the Contractor M/s Talwar & Company has not contested the case. They never appeared in spite of the service. They did not file any pleading. The Management of Regimental Centre has filed written submissions also which are part of the record. I have gone through the Written Submissions as well the record.

On perusal of record in the light of rival arguments, following issues arise for determination –

1. **Whether, the Regimental Centre is an Industry under Section 2(j) of the Act for the purpose?**
2. **Whether, the Outsourcing agreements regarding to outsourcing of services of Barbers to Contractors as pleaded by the Regimental Centre, are sham and camouflage, just to deny the legal admissible claims of the Applicant Workmen with respect to permanency of status and regularization?**
3. **Whether, the Management of Regimental Centre has adopted unfair labour practice in the case in hand?**
4. **Subject to findings on issue No. 1 and 2, whether the workmen are entitled to any relief claimed?**

Issue No. 1 –

Learned Counsel for the Management has submitted that, the Management No.1 is a part of Defense Force, who performs sovereign functions, hence not an Industry under Section 2(j) of the Industrial Disputes Act. He refers to **Judgment of Hon'ble High Court of Jammu and Kashmir in LPA No. 116/2024 and connected writs General Officer Commanding Headquarter V.s. Aijaz Ahmed and Others** in which it has been laid down that Porters who carry articles to different locations and are attached with the Battalions, the Battalions/General Officer Commandant is not an 'Industry' under Section 2(j) of the Act for these purposes. But, the fact in this case are different, hence, this judgment is not applicable in the case in hand. As it has been held down by the Seven Judge Bench in the case of **Bangalore Water-Supply & Sewerage Board V.s. Rajappa & ors (1978) 02 SCC 213**, the activities of an establishment who initially discharges sovereign functions may be industry if it is found that, the activity had no connection with the discharge of the sovereign function. The relevant portion of the said Judgment is being reproduced as follows -

1. The term "analogous to the trade or business" could not cut down the scope of the term "industry". The said words can reasonably mean only activity which results in good made and manufactured or service rendered which are capable of being converted into saleable ones. They must be capable of entering the world of "res commercium", although they may be kept out of the market for some reason. It is not the motive of an activity in making goods or running a service but the possibility of making them marketable if one who makes goods or renders service so desires, that should determine whether the activity lies within the domain or circle of industry. But even this may not be always a satisfactory test. By this test the type of services which are rendered purely for the satisfaction of spiritual or psychological urges of persons rendering those services would be excluded. Whenever an industrial dispute would arise between either employers and their workmen or between workmen and workmen, it should be considered an area within the sphere of "industry" but not otherwise. In other words, the nature of the activity will be determined by the conditions which give rise to the likelihood of the occurrence of such disputes and their actual occurrence in the sphere.

Judgments published in the order and date as delivered.

"D. N. Banerje's case [1953] SCR 302; Corporation of City of Nagpur v. Its Employees [1960] 2 SCR 942; State of Bombay and Others v. The Hospital Mazdoor Sabha and Others [1960] 2 SCR 866 referred to and followed.

3. The term "sovereign should be reserved technically and more correctly for the sphere of ultimate decisions. Sovereignty operates on a sovereign plane, of its own. Only those services which are governed by separate rules and constitutional provisions such as Articles 310 and 311 should, strictly speaking be excluded from the sphere of industry by a necessary implication. The H. H. Kesvananda Bharati Sripathagalavaru v. State of Kerala [1973] Supplemental S-C-R, Page-1 referred to.

4. The special excludes the applicability of the general. Certain public utility services which are carried out by governmental agencies or Corporations are treated by the Act itself as within the sphere of industry. If express rules under other enactments govern the relationship between the State as an employer and its servants as employees, it maybe contended on the strength of such provisions that a particular set of employees are outside the scope of the Industrial Disputes Act.

5. The State today increasingly undertakes commercial functions and economic activities and services as part of its duties in a welfare state. Hence to artificially exclude state-ran industry from the sphere of the Act, unless the statutory provisions expressly or by necessary implication have that effect, would not be correct. Rajasthan State Electricity Board v. Mohanlal [1967] 3 SCR 377; Rajasthan v. Mst. Vidyawanti & Anr. [1962] Supplemental 2 SCR 989 at 1002 referred to.

1. Section 2(j) of the Industrial Disputes Act (1947) which defines, "industry" contains words of wide import, as wide as the Legislature could have possibly made them. The problem of what limitations could and should be reasonably read in interpreting the wide words used in section 2(j) is far too. policy oriented to be satisfactorily settled by judicial decisions. The Parliament must step in and legislate in 'a manner which will leave no doubt as to its intention. That alone can afford a satisfactory solution to the question which has agitated and perplexed the judiciary at all levels.

2. Hospital Mazdoor Sabha was correctly decided in so far as it held that the JJ Group of hospitals was an industry but the same cannot be said in regard to the view of the Court that certain activities ought to be treated as falling outside the definition clause.

3. There is no justification for excepting the categories of public utility activities undertaken by the Government in the exercise of its inalienable function,, under the constitution, call it regal or sovereign or by any other name, from the definition of "industry". If it be true that one must have regard to the nature of the activity and not to who engages in it, it is beside the point to enquire whether the activity is undertaken by the State, and further, if so, whether it is undertaken in fulfilment of the State's constitutional obligations or in discharge of its constitutional functions. In fact, to concede the benefit of an exception to the State's activities which are in the nature of sovereign functions is really to have regard not so much to the nature of the activity as to the consideration who engages in that activity; for, sovereign functions can only be discharged by the State and not by a private person. If the State's inalienable functions are excepted from the sweep of the definition contained in section 2(j), one shall have it is the nature of the activity is an industry. Indeed, in this respect, it should make no difference whether on the one hand, an activity is undertaken by a corporate body in the discharge of its statutory functions or, on the other, by the State itself in the exercise of its inalienable functions. If the water supply and sewerage schemes or fire fighting establishments run by a Municipality can be industries sought to be the manufacture of coins and currency, arms and ammunition and the winning of oil and uranium. The fact that these latter kinds of activities are, or can only be, undertaken by the State does not furnish any answer to the question whether these activities are industries. When undertaken by a private individual they are industries, therefore, when undertaken by the State, they are industries. The nature of the activity is the determining factor and that does not change according to who undertakes it. Items 8, 11, 12, 17 and 18 of the First Schedule read with section 2 (n) (vi) of the Industrial Disputes Act render support to this view. These provisions which were described in Hospital Mazdoor Sabha as 'very significant' at least show that, conceivably, a Defence Establishment, a Mint or a Security Press can be an industry even though these activities are, ought to be and can only be undertaken by the State in the discharge of its constitutional obligations or functions. The State does not trade when it prints a currency note or strikes a coin. And yet, considering the nature of the activity, it is engaged in an industry when it does so.

4. A systematic activity which is organized or arranged in a manner in which the trade or business is generally organised or arranged would be an industry despite the fact that it proceeds from charitable motives. It is in the nature of the activity that one has to consider and it is upon the application of that test that the State's inalienable functions fall within the definition of industry. The very same Principals must yield the result that just as the consideration as to who conducts the activity, is irrelevant for determining whether the activity is an industry so is the fact that the activity is charitable in nature or is undertaken with a charitable motive. The status or capacity corporate or constitutional, of the employer would have, if at all, closer nexus, than his motive on the question whether the activity is an industry. The motive which propels the activity is yet another step removed and ex hypothesi can have no relevance on the question as to what is the nature of the activity. It is never true to say that the nature of the activities is charitable. The subjective motive force of an activity can be charity but for the purpose of deciding whether an activity is an industry one has to look at the process involved in the activity, objectively. The jural foundation of any attempt to except charitable enterprises from the scope of the definition can only be that such enterprises are not undertaken for profit. But then, that clearly, is to introduce the profit concept by a side wind, a concept which has been rejected consistently over the years. If any Principle can be said to be settled law in this vexed field it is this : the twin consideration of profit motive and capital investment is irrelevant for determining whether an activity is an industry. Therefore, activities which are dominated by charitable motives either in the sense that they involve the rendering of free or near free services or in the sense that the profits which they yield are diverted to charitable purposes, are not beyond the pale of the definition of section 2(j). It is as much beside the point to inquire who is the employer as it is to inquire, why is the activity undertaken and what the employer does with the profits, if any.

Relying on this proposition of law, *the Management No.1 is held 'industry' as defined under Section 2(j) of the Act for the purposes of Civilian Barbers as it is the case in hand and these Barbers are held to be a 'workman' as defined under the Act.*

Issue No.1 is answered accordingly.

Issue No. 2 –

Learned Counsel for the Workmen has submitted that there has always been requirement of Barbers as it is admitted by the Management itself. This is also not disputed that the nature of the activity is of permanent and perennial nature. Hence, **firstly**, the Management was barred in law for engaging Outsourced Workers for the jobs of permanent and perennial nature. **Secondly**, under the **Contract Labour Regulation and Abolition Act, 1970 and Rules prepared there under**, the Principal employer i.e. the Management No.1 in the case in hand and the Contractor are required to have been registered with the Labour Department and licensed with it. There is nothing on record to show that they are licensed Principal employer and contractors. Learned Counsel further submits that, the Barbers worked in the campus of the Management No.1 i.e. the Brigadier of the Mahar Regimental Centre and under the instructions of the Officers of the Regimental Centre. Their work was also supervised by the Officers of the Regimental Centre. Hence, since the so called Outsourcing Contracts for three years, which the workmen side disputed as not genuine because they do not contain signatures of any of the parties. Even if they are taken to be genuine, they are nothing but sham and camouflage to deny the workmen of their legally admissible rights. Learned Counsel further submits that these submissions are alternate submission because their first case is that, the workmen have been directly engaged by the Management No.1 and were paid their wages by the Management No.1 itself. Hence, according to the Learned Counsel for these Workmen, since **firstly**, it is proved that these workmen worked directly under the Management or even alternatively, if it is found proved that, they worked under sham and bogus Outsourcing Contracts, they shall be held to be the employees of the Management No.1. Learned Counsel has referred to Judgment of Hon'ble Supreme Court in this respect in the case of **General Manager Bengal Nagpur Cotton Mills V.s. Bharat Lal (2011) 1 SCC 635**

On the other hand, it has been submitted by the Learned Counsel for the Management that, they have specifically denied the claim of the workmen that they ever worked under the Management of Regimental Centre as claimed by them, rather the services of the Barbers was Outsourced by the Regimental Centre to Contractor M/s Talwar & Company, who provide them and paid their wages. He further submits that, only control and supervision does not make the outsourcing contract sham and camouflage, it is to be seen that they were employed by the Contractor and were paid by the Contractor. The Contractor used to raise bills and was paid by the Management.

Learned Counsel has referred to judgment of **Hon'ble Supreme Court in the case of Bharat Heavy Electricals Ltd. V.s. Mahendra Prasad Jakhmola & ors. (2019) 13 SCC 82**

The Workmen side has not produced any documentary evidence except the entry pass in support of the claim that they have been engaged by the Management of Regimental Centre directly and are not an Outsourced employees. The Workmen have stated their affidavit as their examination in chief, that they were directly engaged by the Regimental Centre and worked under the control and supervision of the Regimental Centre in their campus. They were also paid their wages by Officers of Regimental Centre. Keeping in view their alleged long engagement period as they claim, non production of any document with regards to payment of wages, provident fund etc. makes their statement on this point not so reliable. However, this fact is also required to be considered that though the Management has pleaded that the Barbers were taken through outsourcing agency, who supplied Barbers in the Campus and have filed and proved outsourcing contracts only for three years i.e. from 2012-2013, 2013-2014 & 2014-2015. This is also to be kept in mind that out of these three outsourcing contracts, two do not contain signatures of any of the parties. Learned Counsel for the Management submitted on this point that, photocopies were filed but the originals contain their signatures. Even if, we take that these contracts are signed by the parties, the point still remains that there is nothing on record to substantiate this case of the Management that, there was any Outsourcing agreement between the Management and the any Contractor for outsourcing the services of the Barbers before 2012. The Regiment is no doubt more than three years old at Sagar. This leads to an inference that these workmen were working as Contract Employees of the establishment of Brigadier of Mahar Regimental Centre before 2012 and after 2012, their services were taken through Outsourcing Agency.

Under Section 7, 12 & 10 of **Contract Labour (Regulation and Abolition) Act and Rules**, every Principal employer and Contractor are required to obtain a license for Contract Labour, but no license has been filed on record.

Contract Labour (Regulation & Abolition) Act, 1970, he has referred to section 7, 12 & 10 of the Act which is being reproduced as follows:-

7. Registration of certain establishments.—

(1) Every principal employer of an establishment to which this Act applies shall, within such period as the appropriate Government may, by notification in the Official Gazette, fix in this behalf with respect to establishments generally or with respect to any class of them, make an application to the registering officer in the prescribed manner for registration of the establishment: Provided that the registering officer may entertain any such application for registration after expiry of the period fixed in this behalf, if the registering officer is satisfied that the applicant was prevented by sufficient cause from making the application in time.

(2) If the application for registration is complete in all respects, the registering officer shall register the establishment and issue to the principal employer of the establishment a certificate of registration containing such particulars as may be prescribed.

12. Licensing of contractors.—

(1) With effect from such date as the appropriate Government may, by notification in the Official Gazette, appoint, no contractor to whom this Act applies, shall undertake or execute any work through contract labour except under and in accordance with a licence issued in that behalf by the licensing officer.

(2) Subject to the provisions of this Act, a licence under sub-section (1) may contain such conditions including, in particular, conditions as to hours of work, fixation of wages and other essential amenities in respect of contract labour as the appropriate Government may deem fit to impose in accordance with the rules, if any, made under section 35 and shall be issued on payment of such fees and on the deposit of such sum, if any, as security for the due performance of the conditions as may be prescribed.

“10. Prohibition of employment of contract labour:-

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

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

- (a) whether the process, operation or other work is incidental to, or necessary for the industry, trade, business, manufacture or occupation that is carried on in the establishment ;
- (b) whether it is of perennial nature, that is to say, it is so of sufficient duration having regard to the nature of industry, trade, business, manufacture or occupation carried on in that establishment;
- (c) whether it is done ordinarily through regular workmen in that establishment or an establishment similar thereto;
- (d) whether it is sufficient to employ considerable number of whole-time workmen.

In the Judgment of *Bengal Nagpur Cotton Mills (supra)* referred to by Learned Counsel for Workmen, tests for determining whether the Contract Labour is direct employee of Principal employer has been laid down in Para 10 to 12 of the Judgment, which is being reproduced as follows –

“10. It is now well settled that if the industrial adjudicator finds that the contract between the principal employer and the contractor to be a sham, nominal or merely a camouflage to deny employment benefits to the employee and that there was in fact a direct employment, it can grant relief to the employee by holding that the workman is the direct employee of the principal employer. Two of the well-recognised tests to find out whether the contract labourers are the direct employees of the principal employer are:

(i) whether the principal employer pays the salary instead of the contractor; and

(ii) whether the principal employer controls and supervises the work of the employee. In this case, the Industrial Court answered both questions in d the affirmative and as a consequence held that the first respondent is a direct employee of the appellant.

11. On a careful consideration, we are of the view that the Industrial Court committed a serious error in arriving at those findings. In regard to the first test as to who pays the salary, it placed the onus wrongly upon the appellant. It is for the employee to aver and prove that he was paid salary directly by the principal employer and not the contractor. The first respondent did not discharge this onus. Even in regard to the second test, the employee did not establish that he was working under the direct control and supervision of the principal employer. The Industrial Court misconstrued the meaning of the terms "control and supervision" and held that as the officers of the appellant were giving some instructions to the first respondent working as a guard, he was deemed to be working under the control and supervision of the appellant.

12. The expression "control and supervision" in the context of contract labour was explained by this Court in International Airport Authority of India v. International Air Cargo Workers' Union³ thus: (SCC p. 388, paras 38-39) -

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

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

In the case of *Bharat Heavy Electrical Ltd (supra)*. referred to from the side of Management, Para 11, 12, 16, 19, 23 and 24 are being reproduced as follows –

"11. Having heard the learned counsel for both the sides, it is important. First, to advert to the award of the Labour Court. The said award sets down the Notification dated 24-4-1990 that was issued under the 1970 Act. A reading of the aforesaid notification makes it clear that the appellant,

insofar as their UP operations are concerned, in Haridwar, in particular, are exempted from the aforesaid notification. Despite this, however, the Labour Court went on to apply the said notification, which would clearly be perverse. In addition, though Ms Jain stated that documentary evidence was filed, yet the Labour Court based its finding on direct relationship between the parties only on the gate passes being issued by the appellant, and on a concession made by the appellant's representative.

12. What is clear from the evidence that was led by the parties is that the aforesaid gate passes were issued, as has been stated by the appellant's witness, only at the request of the contractor for the sake of safety and also from the administrative point of view. The idea was security, as otherwise any person could enter the precincts of the factory. This evidence was missed by the Labour Court when it arrived at a conclusion that a direct relationship ought to be inferred from this fact alone. Further, as has been correctly pointed out by Shri Sudhir Chandra, the appellant has, not only in the first review, but also in the writ petition filed, taken the plea that no such concession was ever made. Moreover, quite apart from this plea and the counter plea of Ms Jain that the person who has made such concession should have stated that he did not do so, concessions on mixed questions of fact and law cannot decide cases as the evidence as a whole has to be weighed and inferences drawn therefrom.
16. A look at this provision together with the judgment in *Basti Sugar Mills e Ltd. v. Ram Ujagar* relied upon by Ms Jain, would show that in order that Section 2(i)(iv) apply, evidence must be led to show that the work performed by contract labour is a work which is ordinarily part of the industry of BHEL. We find, on the facts of the present case, that no such evidence has, in fact, been led. Consequently, this finding is also a finding directly applying a provision of law without any factual foundation for the same.
19. Equally, the review judgment apart from being cryptic, draws an unsustainable conclusion after setting out Para 3 of the written statement of BHEL in the Labour Court. What was stated by BHEL in Para 3 was that the workmen were only engaged by the contractor and were not their employees. The written statement then goes on to be speculative in stating that it appears that a workman might have been engaged as an employee by a particular contractor. A plain reading of this written statement would certainly not suggest that BHEL is not sure as to whether workmen were or were not supplied by a contractor, or engaged by BHEL. What is clear from the written statement is that BHEL has denied that the workmen were engaged by BHEL or that the workmen were BHEL's workmen. From this to conclude that the transaction seems to be "sham", is again wholly incorrect. Apart from this, it is also incorrect to state that BHEL has not placed on record any material to demonstrate that under the alleged labour contract, payment was ever made in 9 favour of Madan Lal, the alleged contractor.
23. From this judgment in *Bengal Nagpur Cotton Mills* case, it is clear that Test No. 1 is not met on the facts of this case as the contractor pays the workmen their wages. Secondly, the principal employer cannot be said to control and supervise the work of the employee merely because he directs the workmen of the contractor "what to do" after the contractor assigns/allots the employee to the principal employer. This is precisely what para 12 of *Bengal Nagpur Cotton Mills* case explains as being supervision and control of the principal employer that is secondary in nature, as such control is exercised only after such workman has been assigned to the principal employer to do a particular work.
24. We may hasten to add that this view of the law has been reiterated in *Balwant Rai Saluja v. Air India Ltd.* 11, as follows: (SCC pp. 437-38, para 65)

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

- (i) who appoints the workers;
- (ii) who pays the salary/remuneration;
- (iii) who has the authority to dismiss;
- (iv) who can take disciplinary action;
- (v) whether there is continuity of service; and

(vi) extent of control and supervision i.e. whether there exists complete control and supervision.

As regards extent of control and supervision, we have already taken note of the observations in Bengal Nagpur Cotton Mills case, International Airport Authority of India case and Nalco case.”

Now, looking into the evidence as discussed above, on the Principles laid down the aforesaid decision, it is held that the outsourcing contracts for three years produced and proved by the Management are though highly irregular as the parties to the Outsourcing Contracts do not require license and the work is of permanent and perennial nature, but since it is not proved that, the payments were directly made by the Management to the Workmen, and that there was no evidence of engagement of these workmen by the Management directly, also keeping in view that when there is a contract of manpower supply naturally, the Principal employer has power to control and supervise all the manpower supplied, **the Outsourcing Contracts are held not sham and camouflage.**

Issue No. 2 is answered accordingly.

Issue No.3 –

Learned Counsel for Workmen has submitted that, in this case, the Management of Regimental Centre has adopted unfair labour practice. This argument has been countered by the Learned Counsel for the Management.

Section 2(ra) of the Act defines unfair labour practice, which is being reproduced as follows –

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

THE FIFTH SCHEDULE See section 2(ra) UNFAIR LABOUR PRACTICES I.—On the part of employers and trade unions of employers

I.....

.

10. To employ workmen as “badlis”, casuals or temporaries and to continue them as such for years, with the object of depriving them of the status and privileges of permanent workmen.

11.

25T. Prohibition of unfair labour practice.—No employer or workman or a trade union, whether registered under the Trader Unions Act, 1926 (18 of 1926), or not, shall commit any unfair labour practice.

25U. Penalty for committing unfair labour practices.—Any person who commits any unfair labour practice shall be punishable with imprisonment for a term which may extend to six months or with fine which may extend to one thousand rupees or with both.

It in the pleadings of Management that, there have been sanctioned vacancies of as many as 14 Civilian Barbers in the Regimental Centre, since there was a 100% deficiency, the services were outsourced. Nature of activity of the workmen who are Barbers is also such that it is of permanent and perennial nature. Even if, it is held established that, the workmen were not directly employed by Regimental Centre, rather they were Outsourced Employees, the action of Management in engaging Contract Workers for the job of Barbers which is of permanent and perennial nature for years and years (details mentioned earlier) is in violation of Clause 10 of Schedule V and **is held that by not employing the workmen on permanent regular basis against the permanent vacancy and engaging contract labours for a work of permanent perennial nature either directly or by outsourcing agencies, the management is held adopting unfair labour practice which is prohibited under the Act.**

Issue No. 3 is answered accordingly.

Issue No. 4 –

In the light of findings that, the Management in the case in hand has adopted unfair labour practice, the questions arises is regarding the relief to which the workmen in the case in hand may be entitled to.

Learned Counsel for the Management, referred to Judgment of Hon’ble Supreme Court in the case of **Municipal Council V.s. K. Jayaram and ors. SLP No. 17711-17713 of 2019** in which it was laid down that since, the workers were outsourced employees, they cannot be recognized as employee of the Management, though the Hon’ble Supreme Court granted relief to them as a special case, using their power under Section 142 of Constitution.

Following paragraphs of the judgment referred **Sudarshan Rajpoot v/s U.P. State Road Transport Corporation (2015) II, SCC 317** which are being reproduced as follows:-

“11. It has been contended by the learned counsel for the appellant workman that the High Court has erred in placing reliance upon the decision of this Court in Umadevi (3) case [State of Karnataka v. Umadevi (3), (2006) 4

SCC 1 : 2006 SCC (L&S) 753] , which was distinguished inasmuch as the said case is not applicable to the case on hand for the reason that the appellant workman is a “workman” as defined under Section 2(z) of the UPID Act and the respondent is the statutory corporation which is an undertaking of the State Government and therefore, as it is an instrumentality of the State Government, it will come within the definition of “industry” as defined under Section 2(k) of the UPID Act. Therefore, the said provisions of the UPID Act are applicable to the appellant workman as he is a “workman” as defined under Section 2(z) of the UPID Act and Section 2(s) of the ID Act, 1947.

12. Further, it is contended that the High Court has failed to consider the “unfair labour practice” as defined under Section 2(ra) of the ID Act, 1947 read with Sections 25-T and 25-U and Schedule V of the ID Act. Item 10 of Schedule V of the ID Act prohibits the employer to employ workmen as badlis, casuals or temporaries and to continue them as such for years in the Corporation, with the object of depriving them of the status and privileges of permanent workmen is prohibited. It is further contended that the respondent Corporation is liable for penal action under the provisions of Section 25-U of the ID Act. In support of the above contention, reliance was placed on the three-Judge Bench decision of this Court in *Chief Conservator of Forests v. Jagannath Maruti Kondhare* [Chief Conservator of Forests v. Jagannath Maruti Kondhare, (1996) 2 SCC 293 : 1996 SCC (L&S) 500] .

13. On the other hand, the learned counsel appearing on behalf of the respondent Corporation sought to justify the correctness of the finding and reasons recorded by the High Court in the impugned judgment [U.P. SRTC v. Sudarshan Rajpoot, Writ-C No. 21553 of 2005, order dated 5-3-2008 (All)] . Alternatively, it is contended that even if the order of termination is bad in law, the workman who is working on the contract basis is not entitled for reinstatement with full back wages as per the view taken by this Court in several decisions. Therefore, the learned counsel for the respondent Corporation submits that the impugned judgment [U.P. SRTC v. Sudarshan Rajpoot, Writ-C No. 21553 of 2005, order dated 5-3-2008 (All)] and order need not be interfered with by this Court in exercise of its appellate jurisdiction.

14. With reference to the abovesaid rival legal contentions the following substantial questions would arise for our consideration:

14.1. (i) Whether the High Court is justified in passing the impugned judgment [U.P. SRTC v. Sudarshan Rajpoot, Writ-C No. 21553 of 2005, order dated 5-3-2008 (All)] , order and reversing the award passed by the Labour Court?

14.2. (ii) Whether the order of termination passed against the appellant workman amounts to retrenchment as defined under Section 2(s) of the UPID Act, 1947?

14.3. (iii) Whether non-compliance with the statutory provisions under Sections 6-N and 6-Q of the UPID Act which are analogous with Sections 25-F and 25-H, respectively, of the ID Act, 1947 renders the order of termination void ab initio in law?

14.4. (iv) What relief is the appellant workman entitled to?

15. To answer the above substantial questions of law it is necessary for this Court to extract the order of termination passed by the Assistant Regional Manager of the Corporation, which reads thus:

“OFFICE OF ASSISTANT REGIONAL MANAGER,

U.P. TRANSPORT CORPORATION, AZAD NAGAR DEPOT

Letter No. ARM/A. Ngr/Bus Accident 0582/2000/3591 dated 29-7-2000

OFFICE ORDER

On 7-6-1999 vehicle bearing No. 8582 which had met with an accident which was being driven on 7-6-1999 by Shri Sudarshan Rajpoot, contractual driver and conductor Shri Kamta Prasad on Deoria to Kanpur route and accident occurred on the way at 1.30 a.m. in the night at Village Palhari, Barabanki near Police Station Safdarganj and due to negligent driving of the driver, department suffered heavy loss.

Hence, in order to meet departmental loss, forfeiting security of driver Shri Sudarshan Rajpoot, I pass the order to strike off his name from the contract roll with an immediate effect. His name be struck off from contract roll.

sd/-

(Illegible)

(Sad Sayed)

Assistant Regional Manager,

Azad Nagar, Depot”

(emphasis supplied)

In the aforesaid order of termination it is specially mentioned that the appellant workman was appointed as a driver on contractual basis. It has been further stated that the accident occurred on 7-6-1999 due to the negligent driving of the appellant workman resulting in heavy loss to the Department of the respondent Corporation. In order to meet the departmental loss, security amount of driver was forfeited and Assistant Regional Manager had struck off the name of the appellant workman from the contract employees roll with immediate effect.

16. The respondent Corporation has neither produced documentary evidence nor showed before the Labour Court that the appellant workman was appointed on contract basis. The fact that he deposited Rs 2000 towards security amount with the respondent Corporation indicates that he was working as a driver on a permanent basis. In view of Schedule V, Item 10 of the ID Act, 1947 the respondent Corporation is prohibited from engaging the appellant workman as a badli, casual or temporary workman to work on permanent basis. The fact that he had been continuously working for more than 3 years and he had rendered more than 240 days of service as the driver in a calendar year until his termination order and yet he is being engaged on a contractual basis in the respondent Corporation is statutorily prohibited. The same amounts to an unfair labour practice as defined under Section 2(ra) read with Section 25-T, which action of the Corporation is punishable under Section 25-U of the ID Act. This legal position is settled by this Court in Chief Conservator of Forests case [Chief Conservator of Forests v. Jagannath Maruti Kondhare, (1996) 2 SCC 293 : 1996 SCC (L&S) 500] wherein it was held as under : (SCC pp. 302-03, para 22)

“22. ... In our opinion, it would be permissible on facts of a particular case to draw the inference mentioned in the second part of the item, if badlis, casuals or temporaries are continued as such for years. We further state that the present was such a case inasmuch as from the materials on record we are satisfied that the 25 workmen who went to the Industrial Court of Pune (and 15 to the Industrial Court, Ahmednagar) had been kept as casuals for long years with the primary object of depriving them of the status of permanent employees inasmuch as giving of this status would have required the employer to pay the workmen at a rate higher than the one fixed under the Minimum Wages Act. We can think of no other possible object as, it may be remembered, that the Pachgaon Parwati Scheme was intended to cater to the recreational and educational aspirations also of the populace, which are not ephemeral objects, but par excellence permanent. We would say the same about environment-pollution-care work of Ahmednagar, whose need is on the increase because of increase in pollution. Permanency is thus writ large on the face of both the types of work. If, even in such projects, persons are kept in jobs on casual basis for years the object manifests itself; no scrutiny is required. We, therefore, answer the second question also against the appellants.”

25. This Court in the later judgment in Hari Nandan Prasad v. Food Corporation of India [Hari Nandan Prasad v. Food Corporation of India, (2014) 7 SCC 190 : (2014) 2 SCC (L&S) 408] , after adverting to the law laid down in U.P. Power Corpn. Ltd. v. Bijli Mazdoor Sangh [(2007) 5 SCC 755 : (2007) 2 SCC (L&S) 258] and Maharashtra SRTC [Maharashtra SRTC v. Casteribe Rajya Parivahan Karmchari Sanghatana, (2009) 8 SCC 556 : (2009) 2 SCC (L&S) 513] wherein Umadevi (3) case [State of Karnataka v. Umadevi (3), (2006) 4 SCC 1 : 2006 SCC (L&S) 753] is adverted to in both the cases, held that on a harmonious reading of the two judgments, even when there are posts available, in the absence of any unfair labour practice the Labour Court cannot give direction for regularisation only because a worker has continued as daily-wage worker/ad hoc/temporary worker for number of years. Further, such a direction cannot be given when the worker concerned does not meet the eligibility requirement of the post in question as per the recruitment rules:

25.1. It was held at para 32 in Hari Nandan Prasad case [Hari Nandan Prasad v. Food Corporation of India, (2014) 7 SCC 190 : (2014) 2 SCC (L&S) 408] as under : (SCC p. 211)

“32. However, the Court in Maharashtra SRTC case [Maharashtra SRTC v. Casteribe Rajya Parivahan Karmchari Sanghatana, (2009) 8 SCC 556 : (2009) 2 SCC (L&S) 513] found that the factual position was different in the case before it. Here the post of cleaners in the establishment were in existence. Further, there was a finding of fact recorded that the Corporation had indulged in unfair labour practice by engaging these workers on temporary/casual/daily-wage basis and paying them paltry amount even when they were discharging duties of eight hours a day and performing the same duties as that of regular employees.”

25.2. Further, Hari Nandan Prasad [Hari Nandan Prasad v. Food Corporation of India, (2014) 7 SCC 190 : (2014) 2 SCC (L&S) 408] referred at para 36, LIC v. D.J. Bahadur [(1981) 1 SCC 315 : 1981 SCC (L&S) 111 : (1981) 1 SCR 1083] in which the relevant para 22 of LIC case [(1981) 1 SCC 315 : 1981 SCC (L&S) 111 : (1981) 1 SCR 1083] is extracted as under : (Hari Nandan Prasad case [Hari Nandan Prasad v. Food Corporation of India, (2014) 7 SCC 190 : (2014) 2 SCC (L&S) 408] , SCC p. 213)

“36. ... ‘22. The Industrial Disputes Act is a benign measure which seeks to pre-empt industrial tensions, provide the mechanics of dispute resolutions and set up the necessary infrastructure, so that the energies of the partners in production may not be dissipated in counterproductive battles and the assurance of industrial justice

may create a climate of goodwill. (D.J. Bahadur case [(1981) 1 SCC 315 : 1981 SCC (L&S) 111 : (1981) 1 SCR 1083] , SCC p. 334, per Krishna Iyer, J.)

In order to achieve the aforesaid objectives, the Labour Courts/Industrial Tribunals are given wide powers not only to enforce the rights but even to create new rights, with the underlying objective to achieve social justice. Way back in the year 1950 i.e. immediately after the enactment of the Industrial Disputes Act, in one of its first and celebrated judgment in Bharat Bank Ltd. v. Employees [1950 SCC 470 : AIR 1950 SC 188 : 1950 LLJ 921 at p. 948] this aspect was highlighted by the Court observing as under : (AIR p. 209, para 61)

‘61. ... In settling the disputes between the employers and the workmen, the function of the Tribunal is not confined to administration of justice in accordance with law. It can confer rights and privileges on either party which it considers reasonable and proper, though they may not be within the terms of any existing agreement. It has not merely to interpret or give effect to the contractual rights and obligations of the parties. It can create new rights and obligations between them which it considers essential for keeping industrial peace.’”

25.3. And again at para 37, observing that the aforesaid sweeping power conferred upon the Tribunal is not unbridled and is circumscribed by this Court in *New Maneck Chowk Spg. & Wvg. Co. Ltd. v. Textile Labour Assn.* [AIR 1961 SC 867] , the relevant para 6 of which is extracted as under : (*Hari Nandan Prasad case [Hari Nandan Prasad v. Food Corporation of India, (2014) 7 SCC 190 : (2014) 2 SCC (L&S) 408]* , SCC p. 213, paras 37-38)

“37. ... ‘6. ... This, however, does not mean that an Industrial Court can do anything and everything when dealing with an industrial dispute. This power is conditioned by the subject-matter with which it is dealing and also by the existing industrial law and it would not be open to it while dealing with a particular matter before it to overlook the industrial law relating to that matter as laid down by the legislature or by this Court.’ (Textile Labour Assn. case [AIR 1961 SC 867] , AIR p. 870)

38. It is, thus, this fine balancing which is required to be achieved while adjudicating a particular dispute, keeping in mind that the industrial disputes are settled by industrial adjudication on principle of fair play and justice.”

26. In view of the aforesaid statement of law laid down by this Court after advertent to the powers of the Industrial Tribunal and the Labour Court as interpreted by this Court in the earlier decisions referred to supra, the said principle is aptly applicable to the fact situation of the case on hand, for the reason that the Labour Court recorded a finding of fact in favour of the workman that the termination of services of the appellant herein is not legal and valid and further reaffirmed the said finding and also clearly held that the plea taken in the order of termination that he was appointed on contract basis as a driver is not proved by producing cogent evidence. Further, we hold that even if the plea of the employer is accepted, extracting work though of permanent nature continuously for more than three years, the alleged employment on contract basis is wholly impermissible. Therefore, we have held that it amounts to an unfair labour practice as defined under Section 2(ra) of the ID Act, 1947 read with Section 25-T which is prohibited under Section 25-U, Chapter V-C of the ID Act, 1947. We have to hold that the judgment of the High Court in reversing the award is not legal and the same is set aside by us.

21. In the order of termination, it is alleged that on account of negligent driving of the bus by the appellant workman the accident of the vehicle happened, the said allegation was neither proved in the inquiry required to be conducted nor producing evidence before the Labour Court by the respondent Corporation. Therefore, the High Court has failed to examine the above vital aspects of the case on hand and erroneously interfered with the award passed by the Labour Court in exercise of its extraordinary and supervisory jurisdiction under Articles 226 and 227 of the Constitution of India. This exercise of power is contrary to the law laid down by this Court in *Harjinder Singh v. Punjab State Warehousing Corpn.* [(2010) 3 SCC 192 : (2010) 1 SCC (L&S) 1146] , wherein this Court held thus : (SCC p. 205, para 21)

“21. Before concluding, we consider it necessary to observe that while exercising jurisdiction under Articles 226 and/or 227 of the Constitution in matters like the present one, the High Courts are duty-bound to keep in mind that the Industrial Disputes Act and other similar legislative instruments are social welfare legislations and the same are required to be interpreted keeping in view the goals set out in the Preamble of the Constitution and the provisions contained in Part IV thereof in general and Articles 38, 39(a) to (e), 43 and 43-A in particular, which mandate that the State should secure a social order for the promotion of welfare of the people, ensure equality between men and women and equitable distribution of material resources of the community to subserve the common good and also ensure that the workers get their dues. More than 41 years ago, Gajendragadkar, J. opined that:

‘10. ... the concept of social and economic justice is a living concept of revolutionary import; it gives sustenance to the rule of law and meaning and significance to the ideal of welfare State.’

(State of Mysore v. Workers of Gold Mines [AIR 1958 SC 923] , AIR p. 928, para 10.)”

24. We are of the opinion that the view taken in Maharashtra SRTC [Maharashtra SRTC v. Casteribe Rajya Parivahan Karmchari Sanghatana, (2009) 8 SCC 556 : (2009) 2 SCC (L&S) 513] at para 36 after distinguishing Umadevi (3) case [State of Karnataka v. Umadevi (3), (2006) 4 SCC 1 : 2006 SCC (L&S) 753] is the plausible view. Therefore, we have to hold that the finding of the High Court in setting aside the finding of fact recorded by the Labour Court in its award by applying Umadevi (3) case [State of Karnataka v. Umadevi (3), (2006) 4 SCC 1 : 2006 SCC (L&S) 753] is wholly untenable in law. Therefore, the same is set aside by this Court.

23. Further, the reliance placed upon the decision of this Court on Umadevi (3) case [State of Karnataka v. Umadevi (3), (2006) 4 SCC 1 : 2006 SCC (L&S) 753] by the High Court to reverse the finding of fact recorded in the award in favour of the workman in answering the points of dispute in the negative, is not tenable in law in view of the judgment of this Court in Maharashtra SRTC v. Casteribe Rajya Parivahan Karmchari Sanghatana [Maharashtra SRTC v. Casteribe Rajya Parivahan Karmchari Sanghatana, (2009) 8 SCC 556 : (2009) 2 SCC (L&S) 513], wherein, this Court after advertent to Umadevi (3) case [State of Karnataka v. Umadevi (3), (2006) 4 SCC 1 : 2006 SCC (L&S) 753] at para 36, has held that the said case

“does not denude the Industrial and Labour Courts of their statutory power under Section 30 read with Section 32 of the MRTU and PULP Act to order permanency of the workers who have been victims of unfair labour practice on the part of the employer under Item 6 of Schedule IV where the posts on which they have been working exist”. (SCC p. 574)

Further, this Court held that : (SCC p. 574, para 36)

“36. ... Umadevi (3) case [State of Karnataka v. Umadevi (3), (2006) 4 SCC 1 : 2006 SCC (L&S) 753] cannot be held to have overridden the powers of the Industrial and Labour Courts in passing appropriate order under Section 30 of the MRTU and PULP Act, once unfair labour practice on the part of the employer under Item 6 of Schedule IV is established.”

Reference may be taken of judgment of Hon'ble Supreme Court in the case of Jaggo v/s Union of India reported in (2024) SCC Online SC 3826, the relevant paragraphs of this judgment are being reproduced as follows:-

“22. The pervasive misuse of temporary employment contracts, as exemplified in this case, reflects a broader systemic issue that adversely affects workers' rights and job security. In the private sector, the rise of the gig economy has led to an increase in precarious employment arrangements, often characterized by lack of benefits, job security, and fair treatment. Such practices have been criticized for exploiting workers and undermining labour standards. Government institutions, entrusted with upholding the principles of fairness and justice, bear an even greater responsibility to avoid such exploitative employment practices. When public sector entities engage in misuse of temporary contracts, it not only mirrors the detrimental trends observed in the gig economy but also sets a concerning precedent that can erode public trust in governmental operations.

25. It is a disconcerting reality that temporary employees, particularly in government institutions, often face multifaceted forms of exploitation. While the foundational purpose of temporary contracts may have been to address short-term or seasonal needs, they have increasingly become a mechanism to evade long-term obligations owed to employees. These practices manifest in several ways:

- **Misuse of “Temporary” Labels:-** Employees engaged for work that is essential, recurring, and integral to the functioning of an institution are often labelled as “temporary” or “contractual,” even when their roles mirror those of regular employees. Such misclassification deprives workers of the dignity, security, and benefits that regular employees are entitled to, despite performing identical tasks.

- **Arbitrary Termination:-** Temporary employees are frequently dismissed without cause or notice, as seen in the present case. This practice undermines the principles of natural justice and subjects workers to a state of constant insecurity, regardless of the quality or duration of their service.

- **Lack of Career Progression:-** Temporary employees often find themselves excluded from opportunities for skill development, promotions, or incremental pay raises. They remain stagnant in their roles, creating a systemic disparity between them and their regular counterparts, despite their contributions being equally significant.

- **Using Outsourcing as a Shield:-** Institutions increasingly resort to outsourcing roles performed by temporary employees, effectively replacing one set of exploited workers with another. This practice not only perpetuates exploitation but also demonstrates a deliberate effort to bypass the obligation to offer regular employment.

- **Denial of Basic Rights and Benefits:-** Temporary employees are often denied fundamental benefits such as pension, provident fund, health insurance, and paid leave, even when their tenure spans decades. This lack of social security subjects them and their families to undue hardship, especially in cases of illness, retirement, or unforeseen circumstances.”

The principle laid down in the case of Jaggio (Supra) has been followed by Hon'ble Supreme Court in the case of **Shripal Vs. Nagar Nigam Ghaziabad in Civil Appeal No. 8157/2024 (2025 INSC 144)**. The relevant portion of the said judgment is being reproduced as follows:-

“12. The evidence, including documentary material and undisputed facts, reveals that the Appellant Workmen performed duties integral to the Respondent Employer's municipal functions specifically the upkeep of parks, horticultural tasks, and city beautification efforts. Such work is evidently perennial rather than sporadic or project-based. Reliance on a general “ban on fresh recruitment” cannot be used to deny labor protections to long serving workmen. On the contrary, the acknowledged shortage of Gardeners in the Ghaziabad Nagar Nigam reinforces the notion that these positions are essential and ongoing, not intermittent. By requiring the same tasks (planting, pruning, general upkeep) from the Appellant Workmen as from regular Gardeners but still compensating them inadequately and inconsistently the Respondent Employer has effectively engaged in an unfair labour practice. The principle of “equal pay for equal work,” repeatedly emphasized by this Court, cannot be casually disregarded when workers have served for extended periods in roles resembling those of permanent employees. Long-standing assignments under the Employer's direct supervision belie any notion that these were mere short-term casual engagements.

14. The Respondent Employer places reliance on Umadevi (supra) to contend that daily-wage or temporary employees cannot claim permanent absorption in the absence of statutory rules providing such absorption. However, as frequently reiterated, Uma Devi itself distinguishes between appointments that are “illegal” and those that are “irregular,” the latter being eligible for regularization if they meet certain conditions. More importantly, Uma Devi cannot serve as a shield to justify exploitative engagements persisting for years without the Employer undertaking legitimate recruitment. Given the record which shows no true contractor based arrangement and a consistent need for permanent horticultural staff the alleged asserted ban on fresh recruitment, though real, cannot justify indefinite daily-wage status or continued unfair practices.

15. It is manifest that the Appellant Workmen continuously rendered their services over several years, sometimes spanning more than a decade. Even if certain muster rolls were not produced in full, the Employer's failure to furnish such records—despite directions to do so—allows an adverse inference under well-established labour jurisprudence. Indian labour law strongly disfavors perpetual daily-wage or contractual engagements in circumstances where the work is permanent in nature. Morally and legally, workers who fulfil ongoing municipal requirements year after year cannot be dismissed summarily as dispensable, particularly in the absence of a genuine contractor agreement. At this juncture, it would be appropriate to recall the broader critique of indefinite “temporary” employment practices as done by a recent judgement of this court in Jaggio v. Union of India

16. The High Court did acknowledge the Employer's inability to justify these abrupt terminations. Consequently, it ordered re-engagement on daily wages with some measure of parity in minimum pay. Regrettably, this only perpetuated precariousness: the Appellant Workmen were left in a marginally improved yet still uncertain status. While the High Court recognized the importance of their work and hinted at eventual regularization, it failed to afford them continuity of service or meaningful back wages commensurate with the degree of statutory violation evident on record.

17. In light of these considerations, the Employer's discontinuation of the Appellant Workmen stands in violation of the most basic labour law principles. Once it is established that their services were terminated without adhering to Sections 6E and 6N of the U.P. Industrial Disputes Act, 1947, and that they were engaged in essential, perennial duties, these workers cannot be relegated to perpetual uncertainty. While concerns of municipal budget and compliance with recruitment rules merit consideration, such concerns do not absolve the Employer of statutory obligations or negate equitable entitlements. Indeed, bureaucratic limitations cannot trump the legitimate rights of workmen who have served continuously in de facto regular roles for an extended period. 18. The impugned order of the High Court, to the extent they confine the Appellant Workmen to future daily-wage engagement without continuity or meaningful back wages, is hereby set aside with the following directions:-

I. The discontinuation of the Appellant Workmen's services, effected without compliance with Section 6E and Section 6N of the U.P. Industrial Disputes Act, 1947, is declared illegal. All orders or communications terminating their services are quashed. In consequence, the Appellant Workmen shall be treated as continuing in service from thereof their termination, for all purposes, including seniority and continuity in service.

II. The Respondent Employer shall reinstate the Appellant Workmen in their respective posts (or posts akin to the duties they previously performed) within four weeks from the date of this judgment. Their entire period of absence (from the date of termination until actual reinstatement) shall be counted for continuity of service and all consequential benefits, such as seniority and eligibility for promotions, if any.

III. Considering the length of service, the Appellant Workmen shall be entitled to 50% of the back wages from the date of their discontinuation until their actual reinstatement. The Respondent Employer shall clear the aforesaid dues within three months from the date of their reinstatement.

IV. The Respondent Employer is directed to initiate a fair and transparent process for regularizing the Appellant Workmen within six months from the date of reinstatement, duly considering the fact that they have performed perennial municipal duties akin to permanent posts. In assessing regularization, the Employer shall not impose educational or procedural criteria retroactively if such requirements were never applied to the Appellant Workmen or to similarly situated regular employees in the past. To the extent that sanctioned vacancies for such duties exist or are required, the Respondent Employer shall expedite all necessary administrative processes to ensure these longtime employees are not indefinitely retained on daily wages contrary to statutory and equitable norms.”

The following observations of Hon ble Supreme Court in the case of **Dharam Singh V.s. State of U.P. SLP No. 8558/2018** are being reproduced as follows –

“ Furthermore, it must be clarified that the reliance placed by the High Court on Umadevi (Supra) to non suit the appellants is misplaced. Unlike Umadevi (Supra), the challenge before us is not an invitation to bypass the constitutional scheme of public employment. It is a challenge to the State’s arbitrary refusals to sanction posts despite the employer’s own acknowledgement of need and decades of continuous reliance on the very workforce. On the other hand, Umadevi (Supra) draws a distinction between illegal appointments and irregular engagements and does not endorse the perpetuation of precarious employment where the work itself is permanent and the State has failed, for years, to put its house in order. Recent decisions of this Court in *Jaggo v. Union of India*⁴ and in *Shripal & Another v. Nagar Nigam, Ghaziabad*⁵ have emphatically cautioned that Umadevi (Supra) cannot be deployed as a shield to justify exploitation through long-term “ad hocism”, the use of outsourcing as a proxy, or the denial of basic 4 2024 SCC OnLine SC 3826. 5 2025 SCC OnLine SC 221. Civil Appeal No. 8558 of 2018 9 parity where identical duties are exacted over extended periods. The principles articulated therein apply with full force to the present case. The relevant paras from *Shripal (supra)* have been reproduced hereunder:

“14. The Respondent Employer places reliance on Umadevi (supra)² to contend that daily-wage or temporary employees cannot claim permanent absorption in the absence of statutory rules providing such absorption. However, as frequently reiterated, Uma Devi itself distinguishes between appointments that are “illegal” and those that are “irregular,” the latter being eligible for regularization if they meet certain conditions. More importantly, Uma Devi cannot serve as a shield to justify exploitative engagements persisting for years without the Employer undertaking legitimate recruitment. Given the record which shows no true contractor-based arrangement and a consistent need for permanent horticultural staff the alleged asserted ban on fresh recruitment, though real, cannot justify indefinite daily-wage status or continued unfair practices.

15. It is manifest that the Appellant Workmen continuously rendered their services over several Civil Appeal No. 8558 of 2018 10 years, sometimes spanning more than a decade. Even if certain muster rolls were not produced in full, the Employer’s failure to furnish such records despite directions to do so-allows an adverse inference under well-established labour jurisprudence. Indian labour law strongly disfavors perpetual daily-wage or contractual engagements in circumstances where the work is permanent in nature. Morally and legally, workers who fulfil ongoing municipal requirements year after year cannot be dismissed summarily as dispensable, particularly in the absence of a genuine contractor agreement. At this juncture, it would be appropriate to recall the broader critique of indefinite “temporary” employment practices as done by a recent judgment of this court in in *Jaggo v. Union of India*³ in the following paragraphs:

“22. The pervasive misuse of temporary employment contracts, as exemplified in this case, reflects a broader systemic issue that adversely affects workers’ rights and job security. In the private sector, the rise of the gig economy has led to an increase in precarious employment arrangements, often Civil Appeal No. 8558 of 2018 11 characterized by lack of benefits, job security, and fair treatment. Such practices have been criticized for exploiting workers and undermining labour standards. Government institutions, entrusted with upholding the principles of fairness and justice, bear an even greater responsibility to avoid such exploitative employment practices. When public sector entities engage in misuse of temporary contracts, it not only mirrors the detrimental trends observed in the gig economy but also sets a concerning precedent that can erode public trust in governmental operations.

25. It is a disconcerting reality that temporary employees, particularly in government institutions, often face multifaceted forms of exploitation. While the foundational purpose of temporary contracts may

have been to address short-term or seasonal needs, they have increasingly become a mechanism to evade long-term obligations owed to employees. These practices manifest in several ways: Civil Appeal No. 8558 of 2018 12 • *Misuse of “Temporary” Labels:* Employees engaged for work that is essential, recurring, and integral to the functioning of an institution are often labelled as “temporary” or “contractual,” even when their roles mirror those of regular employees. Such misclassification deprives workers of the dignity, security, and benefits that regular employees are entitled to, despite performing identical tasks.

- *Arbitrary Termination:* Temporary employees are frequently dismissed without cause or notice, as seen in the present case. This practice undermines the principles of natural justice and subjects workers to a state of constant insecurity, regardless of the quality or duration of their service.

- *Lack of Career Progression:* Temporary employees often find themselves excluded from opportunities for skill development, promotions, or incremental pay raises. They remain stagnant in their roles, creating a systemic disparity between Civil Appeal No. 8558 of 2018 13 them and their regular counterparts, despite their contributions being equally significant.

- *Using Outsourcing as a Shield:* Institutions increasingly resort to outsourcing roles performed by temporary employees, effectively replacing one set of exploited workers with another. This practice not only perpetuates exploitation but also demonstrates a deliberate effort to bypass the obligation to offer regular employment.

- *Denial of Basic Rights and Benefits:* Temporary employees are often denied fundamental benefits such as pension, provident fund, health insurance, and paid leave, even when their tenure spans decades. This lack of social security subjects them and their families to undue hardship, especially in cases of illness, retirement, or unforeseen circumstances.”

As we have observed in both *Jaggo (Supra)* and *Shripal (Supra)*, outsourcing cannot become a convenient shield to perpetuate precariousness and to sidestep fair engagement practices where the work is inherently perennial. The Commission’s further contention that the appellants are not “full-time” employees but continue only by virtue of interim orders also does not advance their case. That interim Civil Appeal No. 8558 of 2018 15 protection was granted precisely because of the long history of engagement and the pendency of the challenge to the State’s refusals. It neither creates rights that did not exist nor erases entitlements that may arise upon a proper adjudication of the legality of those refusals.

14. The learned Single Judge of the High Court also declined relief on the footing that the petitioners had not specifically assailed the subsequent decision dated 25.11.2003. However, that view overlooks that the writ petition squarely challenged the 11.11.1999 refusal as the High Court itself directed a fresh decision during pendency, and the later rejection was placed on record by the respondents. In such circumstances, we believe that the High Court was obliged to examine the legality of the State’s stance in refusing sanction, whether in 1999 or upon reconsideration in 2003, rather than dispose of the matter on a mere technicality. The Division Bench of the High Court compounded the error by affirming the dismissal without engaging with the principal challenge or the intervening material. The approach of both the Courts, in reducing the dispute to a mechanical enquiry about “rules” and “vacancy” while ignoring the core question of arbitrariness in the Civil Appeal No. 8558 of 2018 16 State’s refusal to sanction posts despite perennial need and long service, cannot be sustained.

15. Therefore, in view of the foregoing observations, the impugned order of the High Court cannot be sustained. The State’s refusals dated 11.11.1999 and 25.11.2003, in so far as they concern the Commission’s proposals for sanction/creation of Class-III/Class-IV posts to address perennial ministerial/attendant work, are held unsustainable and stand quashed.

16. The appeal must, accordingly, be allowed.

17. Before concluding, we think it necessary to recall that the State (here referring to both the Union and the State governments) is not a mere market participant but a constitutional employer. It cannot balance budgets on the backs of those who perform the most basic and recurring public functions. Where work recurs day after day and year after year, the establishment must reflect that reality in its sanctioned strength and engagement practices. The long-term extraction of regular labour under temporary labels corrodes confidence in public administration and offends the promise of equal protection. Financial stringency certainly has a place in public policy, but it Civil Appeal No. 8558 of 2018 17 is not a talisman that overrides fairness, reason and the duty to organise work on lawful lines.

18. Moreover, it must necessarily be noted that “ad-hocism” thrives where administration is opaque. The State Departments must keep and produce accurate establishment registers, muster rolls and outsourcing arrangements, and they must explain, with evidence, why they prefer precarious engagement over sanctioned posts where the work is perennial. If “constraint” is invoked, the record should show what alternatives were considered, why similarly placed workers were treated differently, and how the chosen course aligns with Articles 14, 16 and 21 of the Constitution of India. Sensitivity to the human consequences of prolonged insecurity is not sentimentality. It is a constitutional discipline that should inform every decision affecting those who keep public offices running.

19. Having regard to the long, undisputed service of the appellants, the admitted perennial nature of their duties, and the material indicating vacancies and comparator regularisations, we issue the following directions:

i. **Regularization and creation of Supernumerary posts:** All appellants shall stand regularized with effect Civil Appeal No. 8558 of 2018 18 from 24.04.2002, the date on which the High Court directed a fresh recommendation by the Commission and a fresh decision by the State on sanctioning posts for the appellants. For this purpose, the State and the successor establishment (U.P. Education Services Selection Commission) shall create supernumerary posts in the corresponding cadres, Class-III (Driver or equivalent) and Class-IV (Peon/Attendant/Guard or equivalent) without any caveats or preconditions. On regularization, each appellant shall be placed at not less than the minimum of the regular pay-scale for the post, with protection of last-drawn wages if higher and the appellants shall be entitled to the subsequent increments in the pay scale as per the pay grade. For seniority and promotion, service shall count from the date of regularization as given above.

ii. **Financial consequences and arrears:** Each appellant shall be paid as arrears the full difference between (a) the pay and admissible allowances at the minimum of the regular pay-level for the post from time to time, and (b) the amounts actually paid, for the period from 24.04.2002 until the date of regularization /retirement/death, as the case may be. Amounts already paid under previous interim directions shall be Civil Appeal No. 8558 of 2018 19 so adjusted. The net arrears shall be released within three months and if in default, the unpaid amount shall carry compound interest at 6% per annum from the date of default until payment.

iii. **Retired appellants:** Any appellant who has already retired shall be granted regularization with effect from 24.04.2002 until the date of superannuation for pay fixation, arrears under clause (ii), and recalculation of pension, gratuity and other terminal dues. The revised pension and terminal dues shall be paid within three months of this Judgement.

iv. **Deceased appellants:** In the case of Appellant No. 5 and any other appellant who has died during pendency, his/her legal representatives on record shall be paid the arrears under clause (ii) up to the date of death, together with all terminal/retiral dues recalculated consistently with clause (i), within three months of this Judgement. v. **Compliance affidavit:** The Principal Secretary, Higher Education Department, Government of Uttar Pradesh, or the Secretary of the U.P. Education Services Selection Commission or the prevalent competent authority, shall file an affidavit of compliance before this Court within four months of this Judgement. Civil Appeal No. 8558 of 2018 20 20. We have framed these directions comprehensively because, case after case, orders of this Court in such matters have been met with fresh technicalities, rolling “reconsiderations,” and administrative drift which further prolongs the insecurity for those who have already laboured for years on daily wages. Therefore, we have learned that Justice in such cases cannot rest on simplistic directions, but it demands imposition of clear duties, fixed timelines, and verifiable compliance. As a constitutional employer, the State is held to a higher standard and therefore it must organise its perennial workers on a sanctioned footing, create a budget for lawful engagement, and implement judicial directions in letter and spirit. Delay to follow these obligations is not mere negligence but rather it is a conscious method of denial that erodes livelihoods and dignity for these workers. The operative scheme we have set here comprising of creation of supernumerary posts, full regularization, subsequent financial benefits, and a sworn affidavit of compliance, is therefore a pathway designed to convert rights into outcomes and to reaffirm that fairness in engagement and transparency in administration are not matters of Civil Appeal No. 8558 of 2018 21 grace, but obligations under Articles 14, 16 and 21 of the Constitution of India.

Perusal of record reveals that admittedly there have been as many as 14 vacancies of Barbers. Four vacancies in General Category and one in Schedule Caste category was advertised for the regular appointment in the year 2015. Case of the Management is that, these workmen were also given opportunity but they did not fulfill the age and qualification criteria. They were not permitted to appear.

There is nothing on record to show as to what whether the qualifications for appointment of Barbers when the applicants workmen in the case in hand were engaged.

This is also established that, no certificate in the course of Barber was ever required or is still required. The list of Barbers produced states that, most of them are at least Class 8th pass. The recruitment process of the Barbers when they were first engaged is also not produced. This is also established that these workmen have the requisite skill of a Barber be put in so many years in this job. In these circumstances, it was incompetent on the part of the Management to grant relaxation with respect to age and qualification of High School as it was mentioned in the recruitment notification of 2015 to give these workmen who had put in so many years as a Barber in service of Regimental Centre, hence it is established that, the Regimental Centre has adopted unfair labour practice in the case in hand as detailed above.

Case of the Management is that only five vacancies were fulfilled because the vacancies were released only for eight Barbers. **It gives rise to the inference that at least 06 vacancies are still available at present with the Management and is held accordingly.**

This is also established that some of the workmen namely workman Motilal has attained the age of superannuation i.e. 60 years during the pendency of this reference. **Hence, keeping all these facts in view and taking them in the light of settled preposition of law as mentioned earlier, it is in the interest of Justice that the Management of Regimental Centre be directed to initiate within a time frame of six months from the date of Award, a transparent and fair recruitment process for the remaining 06 vacant posts of Barbers with them granting relaxation with respect to age and educational qualification for the period they have worked as Barbers except those who have not yet attained the age of superannuation on the date of Award.**

The Barbers who attained the age of superannuation during the pendency of the dispute, are held entitled to a lump sum amount of Rs. 5,00,000/- from the Management of establishment of Brigadier Mahar Regimental Centre, in lieu of all their claims.

Issue No. 4 is answered accordingly.

No other point was pressed.

On the basis of above discussion and findings, Award is passed as follows.

AWARD

Holding that, the Management of Brigadier Regimental Centre, Sagar and Station Staff Officer of the Station Headquarter, Sagar have adopted unfair labour practice by way of taking the services of the Workmen in the cases through Outsourcing Agencies as Contract workers for years and years in spite of the fact there were vacant posts of Barbers with the Management, they are directed to initiate within a time frame of six months from the date of Award, a transparent and fair recruitment process for the remaining 06 vacant posts of Barbers with them granting relaxation with respect to age and educational qualification for the period they have worked as Barbers and have not yet attained the age of superannuation on the date of Award.

The Barbers who attained the age of superannuation during the pendency of the dispute, are held entitled to a lump sum amount of Rs. 5,00,000/- (Rupees Five lacs) from the Management of establishment of Brigadier Mahar Regimental Centre, in lieu of all their claims.

No order as to cost.

DATE:-24/04/2026

P. K. SRIVASTAVA, Presiding officer

नई दिल्ली, 30 जून, 2026

का.आ. 1368.—औद्योगिक विवाद अधिनियम 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार सेंट्रल बैंक ऑफ़ इंडिया के प्रबंधतंत्र, संबद्ध नियोजको और उनके कर्मकारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय कानपुर के पंचाट (14/2010) प्रकाशित करती है।

[सं. एल-12012/91/2009- आई आर (बी-II)]

सलोनी, उप निदेशक

New Delhi, the 30th June, 2026

S.O. 1368.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref.14/2010) of the *Cent.Govt.Indus.Tribunal-cum-Labour Court Kanpur* as shown in the Annexure, in the industrial dispute between the management of Central Bank of India and their workmen.

[No. L-12012/91/2009- IR(B-II)]

SALONI, Dy. Director

ANNEXURE

THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, KANPUR

Present Shri Rajendra Prasad Srivastava, H.J.S. (Retd.)
ID Case No. 14 of 2010

Shri Anil Kumar Sonawani,
RO: 2/283, Adarshnagar,
Shuklaganj, Distt. Unnao, UP.

.....**Workman**

Vs.

The Regional Manager,
Central Bank of India,
Regional Office,
Pandu Nagar,
Kanpur (U.P.)-

.....**Management**

JUDGMENT

(Passed on this 7th day of April, 2026)

As per letter dated 04/02/2010 by the Government of India, Ministry of Labour, New Delhi, the reference has been made to this Tribunal under Section-10 of Industrial Disputes Act, 1947 (in short the 'Act') as per Notification No. L-12012/91/2009-IR (B-II) dt. 04.02.2010. The dispute under reference relates to:

"Whether the action of the management of Central Bank of India, Kanpur in removing Shri Anil Kumar Sonawani w.e.f. 03.06.2007 from the services of the Bank is just & proper? To what relief is the concerned applicant 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:

1. It is submitted that the Respondent Bank—Central Bank of India—is governed solely by the bilateral agreements entered into from time to time between the Management and the Union, as well as by the Shastri Award and the Desai Award.
2. It is submitted that, in accordance with the aforementioned settlements, the banking industry comprises employees falling under the following categories:
 - (a) Permanent
 - (b) Probationer
 - (c) Temporary
 - (d) Part-time
3. It is submitted that the Applicant was appointed to the post of Peon at the Meston Road, Kanpur branch of the Respondent Bank in December 2001. His duties encompassed all tasks typically performed by a Peon—such as arriving on time to unlock the bank premises, cleaning chairs and tables, delivering mail, and moving registers from one place to another—in addition to performing any other tasks assigned to him by the Bank Management. However, his remuneration was lower than the prescribed minimum wage.

4. It is submitted that the Respondent Bank is a banking institution registered under the Companies Act, 1956, and is wholly owned by the Government of India—a body often hailed as an "Ideal Employer." However, in matters concerning appointments, the Respondent Bank adopts practices that constitute a blatant violation of the labor laws enacted by the Parliament of India.
5. It is submitted that, after engaging the Applicant to perform the duties of a Peon continuously for a period of six years, the Respondent Bank removed him from service without citing any reason whatsoever. A similar pattern has been observed previously, wherein numerous individuals were removed from service after having worked for periods ranging from six to seven years; notable among them is Mr. Ashok Kumar Tiwari, who was formerly employed at this very branch, along with many others.
6. It is submitted that the services of the Applicant were terminated by the Respondent Bank, effective from June 3, 2007, pursuant to a verbal order issued by the then newly appointed Branch Manager, Mr. A.K. Tandon.
7. It is submitted that the Respondent Bank engages unemployed laborers under the guise of "casual" or "part-time" workers, extracting 10 to 12 hours of work from them daily, while effecting payments solely through vouchers. Such payments are made at rates significantly lower than the standard norms, thereby exploiting the vulnerable circumstances and financial compulsions of these workers.
8. It is submitted that, despite having utilized their services for such an extended duration, these workers are eventually removed from service; furthermore, at the time of such removal, absolutely no labor laws or regulations are adhered to.
9. It is submitted that the aforementioned conduct of the Respondent Bank stands as irrefutable evidence of unfair, illegal, unjust, and mala fide actions, as well as a glaring instance of unfair labor practices.
10. Therefore, it is prayed that the following reliefs be granted through an Award:
 - (a) Declare the order of termination of service, effective from 03.06.2007, as unjustified.
 - (b) Direct reinstatement to duty with continuity of service.
 - (c) Pass an order for the payment of wages and compensation for other financial losses incurred during the period of unemployment.
 - (d) Award the costs of the proceedings.

Respondent side has submitted the written statement with averments which may be summarized as stated below:

1. Shri Anil Kumar Sonwani was engaged by the Central Bank of India Branch office, Meston Road, Kanpur on CONTRACT BASIS on payment of fixed Labour Charges for lifting Water from outside the premises, since the premises of the Bank is on 1st Floor.
2. He was paid Water Charges through payment Vouchers by the Bank.
3. Applicant Shri Anil Kumar Sonwani did not hold any post in the Bank and had never worked against any regular or permanent post in the Bank.
4. Applicant Shri Anil Kumar Sonwani has not filed any documentary proof of particulars in respect, of employment in the Central Bank of India,
5. It is submitted that Shri Anil Kumar Sonwani had neither marked nor signed on any Attendance Register.
6. Shri Anil Kumar Sonwani was never appointed by the Bank on the post of Peon (sub-staff) in regular and permanent Post.
7. The Management had never issued any appointment letter or orders to Shri Anil Kumar Sonwani, therefore termination of his services also do not arise at all.
8. Shri Anil Kumar Sonwani had never worked continuously in the Bank. He had not completed 240 Working days in any Calendar year in the Bank.
9. Bank's Management had neither terminated nor removed the services of Shri Anil Kumar Sonwani with effect from 3-6-2007 as mentioned in the present reference order. Hence, on this ground alone, the present reference order is without jurisdiction, bad in law and not maintainable under the law of industrial jurisprudence.
10. As such, there was never any employer-employee relationship between the applicant Shri Anil Kumar Sonwani and the Management of Central Bank of India.
11. Shri Anil Kumar Sonwani was never governed by the Rules/Regulations of the Central Bank of India.

12. It is however be again submitted that appointment to the Post of Peon on regular basis is made through only Employment Exchange after interview on the basis of suitability eligibility and other qualifying criteria.
Shri Anil Kumar Sonwani was not subjected to such exercise and he has given a misstatement to misguide the Hon'ble Tribunal, Kanpur.
13. The Central Bank of India has got specific in procedures for employment of regular employees for the Written test are taken and the candidates who are successful in the written tests, they are interviewed and after completing the interview, the employees who are offered job are given regular appointment letter.
14. In view of the above, the case of Shri Anil Kumar Sonwani does not deserve any consideration on merits and is liable to be rejected outright.
15. Shri Anil Kumar Sonwani had no lien or right on any regular and permanent Post in the Central Bank of India.
16. The nature of work of lifting Water from outside premises in which Shri Anil Kumar Sonwani was engaged according to the Bank's exigencies is not covered by the Bank Awards and Settlement.
17. The present claims of Shri Anil Kumar Sonwani are not covered by section 25-B, 25-F, 25-G and 25-H of the Industrial Disputes Act, 1947.
18. It is submitted that Shri Anil Kumar Sonwani had never appointed on the post of Peon (sub, staff) in the Central Bank of India, Branch Meston Road, Kanpur as alleged.
19. It is fact that the applicant Shri Anil Kumar Sonwani was simply engaged on Contract basis on the payment of fixed Labour Charges for particular work for lifting Water from outside premises of the Bank, since the premises of the Bank is on the First Floor.
20. The Labour Charges paid to the applicant was more than sufficient looking to the job performed by the applicant. Moreover, the provisions of payment of Minimum wages Act, 1948 are not applicable on the Banking Industry.
21. Sri Anil Kumar Sonwani was never appointed by the Bank on the Post of Peon (sub-staff) in regular and permanent Post.
22. Management had never issued any appointment letter or orders to Shri Anil Kumar Sonwani.
23. He had not completed 240 Working days in any Calendar year in the Bank.
24. Working hours of Shri Anil Kumar Sonwani were not fixed by the Bank and same was dependant on his sweet will for 1 to 2 hours on each day.

After filing of above written statement by opposite party, rejoinder is also filed by applicant. In rejoinder, the applicant denied the averment of the written statement filed by opposite party is stated that:

1. The facts set forth in paragraphs 1, 2, 3, and 4 of the Written Statement submitted by the Defendant are denied, as they are untrue, misleading, and false. The correct facts are that the Plaintiff was appointed on a permanent basis to a vacant post of Peon, and payments were disbursed to him through payment vouchers.
2. The facts set forth in paragraphs 5, 6, 7, and 8 of the Written Statement submitted by the Defendant are denied, as they are based on a misconception and are false. The correct facts are that the Plaintiff remained in the continuous service of the Bank from December 2001 until 03.06.2007, and the payment vouchers are safely preserved with the Bank; the responsibility for producing the same lies with the Bank.

After that applicant filed some documents which is read as under:

1. Bank Voucher dated 05.04.2003.
2. Bank Voucher dated 26.04.2003.
3. Bank Voucher dated 12.07.2003.
4. Bank Voucher dated 02.08.2003.
5. Bank Voucher dated 09.08.2003.
6. Bank Voucher dated 23.08.2003.
7. Bank Voucher dated 06.09.2003.
8. Bank Voucher dated 13.09.2003.

9. Bank Voucher dated 03.10.2003.
10. Bank Voucher dated 11.10.2003.
11. Bank Voucher dated 18.10.2003.
12. Bank Voucher dated 20.12.2003.
13. Bank Voucher dated 27.12.2003.
14. Bank Voucher dated 03.01.2004.
15. Bank Voucher dated 10.01.2004.
16. Bank Voucher dated 31.01.2004.
17. Bank Voucher dated 07.02.2004.
18. Bank Voucher dated 14.01.2004.
19. Bank Voucher dated 21.02.2004.
20. Bank Voucher dated 28.02.2004.
21. Bank Voucher dated 05.03.2004.
22. Bank Voucher dated 13.03.2004.
23. Bank Voucher dated 20.03.2004.
24. Bank Voucher dated 29.01.2005.
25. Bank Voucher dated 22.01.2005.
26. Bank Voucher dated 09.03.2005.
27. Bank Voucher dated 02.04.2005.
28. Bank Voucher dated 08.04.2005.
29. Bank Voucher dated 16.04.2005.
30. Bank Voucher dated 19.04.2005.
31. Bank Voucher dated 30.04.2005.
32. Bank Voucher dated 07.05.2005.
33. Bank Voucher dated 03.12.2005.
34. Bank Voucher dated 10.12.2005.
35. Bank Voucher dated 24.12.2005.
36. Bank Voucher dated 04.02.2006.
37. Bank Voucher dated 06.05.2006.
38. Bank Voucher dated 05.09.2006.
39. Bank Voucher dated 20.09.2006.
40. Bank Voucher dated 08.05.2007.
41. Peon Book Year 2006.
42. Payment Register of Cheque Receipt,
43. Cash Payment Register.

Further applicant filed some documents which is as under:

1. On September 16, 2012, the Respondent Bank, acting through Ravi Trading Company, caused the destruction of records pertaining to the Applicant.
2. On November 28, 2011, the Respondent Bank issued forms for the appointment of former casual employees, which were duly filled out by the Applicant.

3. Regarding the applications submitted for the recruitment of former casual employees—a process in which the Applicant had also submitted an application—by the Respondent Bank.

In rebuttal respondent filed documents which are read as under:

1. Payment voucher dated 04.02.2006 for Rupees 300/- only.
2. Payment voucher dated 11.03.2006 for Rupees 300/- only.
3. Payment voucher dated 15.07.2007 for Rupees 50/- only.

As per reference the main question is whether the action of the management of Central Bank of India, Kanpur in removing Shri Anil Kumar Sonawani w.e.f. 03.06.2007 from the services of the Bank is just & proper? To what relief is the concerned applicant entitled to?"

Applicant said in our claim statement that he was employed in December, 2001 as a Peon. He did all the work of the Bank but the bank paid him less wages. He do continuation six years of work as a Peon, without any reason he removed from services on 03.06.2007.

In the rebuttal opposite party stated in our written statement, the applicant was engaged by Central Bank of India on contract basis on payment of fixed labour charges for lifting water from outside the premises since the premises of Bank is on the first floor. He was paid charges through a payment voucher by the opposite party. The applicant did not hold any post and never worked against any regular and permanent post in the Bank and he was not filed any documentary proof in respect of employment. The applicant had never worked continuously in the Bank, he had not completed 240 working days in calendar year in the Bank.

Against that rejoinder is filed by the applicant and stated that the true fact is that his appointment on the Post of Peon is permanent in the vacant post. He worked from December, 2001 to 03.06.2007 continuously and the voucher was reserved and the rest written statement paras denied.

Now the question arises whether the applicant is an employee as mentioned in his claim statement and his rejoinder, because the applicant said that in our rejoinder in para 1 that he was a permanent employee. Against that opposite party said he was engaged on contract basis on payment of fixed labour charges.

Upon this point oral and documentary evidence of the parties are important. Applicant filed bank voucher by paper number 15 from 1 to 43 which is mentioned above. Again by paper number 20 he filed three documents which are mentioned already above and examined himself after the Bank.

The opposite party filed documentary evidence by paper number 14 which is mentioned above.

As per the question of the employer and workman in the ID Act, there is a workman definition in section 2 (s) is read as under:

"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 [one thousand rupees] per menses 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.

And employer definition is given in section 2 (g) is read as under:

"employer" means-

(i) in relation to an industry carried on by or under the authority of any department of '[the Central Government or a State Government] the authority prescribed in this behalf, or where no authority is prescribed, the head of the department;

(ii) in relation to an industry carried on by or on behalf of a local authority, the chief executive officer of that authority;

As per claim statement and evidence of applicant, applicant said that he worked from December, 2001 till 03.06.2007 and he also stated that he worked continuously for six years. Now, the first oral evidence of an applicant is important.

Applicant said in our chief examination, in para 1 that he was appointed as Peon/Messenger from December, 2001 and he worked for Six years continuously and more than 240 days in every year. In our cross examination, he said that it is incorrect to state that I was employed at the bank's Meston Road branch solely to fetch and carry water. The information recorded on Paper No. 15/13 is accurate, and it bears my signature. It is incorrect to claim that I have not worked at the bank. I was not issued a formal appointment letter for the position of Peon; rather, the vacancy was posted on the notice board, and I secured the position after a fellow Peon facilitated a conversation between me and the Bank Manager. I did not undergo any interview or test for the post of Peon.

I worked at the Meston Road branch from December 2001 to June 2007. Upon examining Document No. 15/42, the witness stated that it is a voucher dated 08.05.2017, bearing my signature. I did not make a photocopy of the voucher myself; rather, the peon stationed there handed me the voucher and told me to get a photocopy made, as it would be useful to me.

The opposite party submitted two vouchers by paper number 14, in these vouchers, the first is dated 04.02.2006 amount is shown three hundred rupees and behind that applicant signature is found. In second voucher dated 11.03.2006 amount is shown three hundred rupees and behind that applicant signature is found. In third voucher dated 15.05.2007 amount is shown Rupees Fifty and behind that applicant signature is found.

Opposite party examined Shri Manoj Kumar Kureel, he supported our written statement in our chief examination. In our cross examination said that I am unaware of the exact number of years and days that the worker, Anil Kumar Sonwani, worked at the bank. The then Branch Manager dismissed him on June 3, 2007. I do not know whether the Court issued any order requisitioning the worker's vouchers; however, no such vouchers have been filed in the Court.

Now, as claim statement, claimant said that he worked for Six year continuously more than 240 days in every year. The provision of section 25 B is important.

Section 25 B of the ID Act said as:

[25-B. Definition of continuous service- For the purpose of this Chapter-

(1) a workmen shall be said to be in continuous service for a period if he is, for that period, in uninterrupted service, including service which may be interrupted on account of sickness or authorised leave or an accident or a strike which is not illegal, or a lock-out or a cessation of work which is not due to any fault on the part of the workman; [25-B. Definition of continuous service

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

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

- (i) one hundred and ninety days in the case of a workman employed below ground in a mine; and*
- (ii) two hundred and forty days, in any other case;*

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

- (i) ninety-five days, in the case of a workman employed below ground in a mine; and*
- (ii) one hundred and twenty days, in any other case.*

As per documentary evidence of the applicant, he filed 43 cash payment vouchers photocopy and some photocopies are not visible. After the perusal of that photocopy, I found that the applicant paid some amount on different dates from 2003 to 2006. This is only documentary evidence is filed by applicant and later on he filed three documents of photocopy First is Ravi Trading Company for disposal of old records for destruction (pulp) of your branch/office premises.

Second is application form for employment.

As mentioned above by me that as per documentary evidence only applicant filed above vouchers sheets photocopy. Bank said as mentioned by me above that the applicant was engaged by the bank on contract basis on payment of fixed labour charges. No as such documents are filed by applicant that shows he worked 240 days in a year continuously for six years.

Now the cross examination of the applicant is important before reaching finding. In cross examination, the applicant said as stated above that paper number 15/13 the contents is right and correct and there is my signature. Paper number 15/13 a voucher of dated 18.10.2003 about Rupees Three hundred and upon that photocopy paper is also mentioned

water charges, bank also said as stated that he was engaged on contract basis. Near about every voucher is mentioned water charges are purchased through/ paid Anil Kumar.

Further, said in his cross examination no appointment letter was given to him hence it is clear there is no appointment letter issued by the opposite party to the applicant for any post. No interview was held for the post of Peon.

I got a photo copy of the above vouchers from Peon and he said kept it, which was useful to you. Opposite party bank, in bank there is a procedure of appointment, first advertisement, then search suitable candidate and interview/test etc. After that an appointment letter was issued to the successful candidates. Hence it is clear that the applicant never faced any interview, he did not have any appointment letter, he did not have any removing from the services order which was issued by the opposite party.

Written arguments are submitted by both parties. In our written argument the applicant said in para as stated above he worked from December, 2001 till 03.06.2007 and quoted in our written argument the cross examination of the opposite party witness in support of our claim statement which is read as under:

“अनिल सोनवानी बैंक में पानी भरने का काम कैजुअल वर्कर के रुप में काम करते थे। मुझे इसकी जानकारी नहीं है। कि वर्कर अनिल सोनवानी इतने वर्ष कितने दिन महीना बैंक में काम किया। तत्कालीन शाखा प्रबंधक ने इनको 03.06.2007 को काम से निकाल दिया। इसने निकालने के पहले कैजुअल लेबर के रुप में भर्ती होने के बाद दिनांक 03.06.2007 तक लगातार काम किया था। मैं, कोई कारण नहीं बता सकता कि इसकी सेवायें क्यों समाप्त की गयी।

मुझे यह जानकारी नहीं है कि न्यायालय द्वारा श्रमिक के वाउचर तलब किये जाने का आदेश हुआ था कि नहीं लेकिन ऐसे कोई वाउचर न्यायालय की फाइल में दाखिल नहीं है। श्रमिक को निकालते समय छंटनी मुआवजा आदि नहीं दिया गया है।”

Now, it is clear from above discussion, that applicant have no any documentary evidence that shows he was employee as stated by him in claim statement, because bank said he was daily wages. In support of our statement bank filed case laws passed by the *Hon'ble High Court in case of Nagar Panchayat Gajraula, Moradabad Vs. Presiding Officer, Labour Court, Rampur and others 2005 (104) FLR 65, in the case of Rajesh Singh Vs. Labour Court, Allahabad and others 2006(111) FLR 89, and in the case of R.M. Yellatti vs. Assistant Executive Engineer 2006 (108) FLR 213.*

From documentary evidence, it is proved that the applicant is worked on contract basis only and as per definition of section 25 B, he never worked 240 Days in calendar year. The opposite party is an undertaking institution of the Government of India, there is a procedure of rule for the appointment of the post of the Peon. The applicant said in our cross examination that he never faced any interview and it is also important that he applied for the post of Peon as documents mentioned above.

Hence, the applicant is not covered by section 25 B and 25 F of the ID Act and no case of termination or retrenchment nor dismissal no removal and not he came in definition of workman as given in definition of workman above.

Applicant is not given any salary proof not given any certificate that he worked more than 240 days in a year.

Burden of proof upon applicant that he established our case as mentioned in his our claim statement, rejoinder and examination in chief. No date was given in December, 2001 when he started work as stated in his claim statement and chief examination in para 1. He said in his rejoinder that his appointment nature was permanent but no any documents are placed before the Tribunal that shows he was the permanent appointment of the Post of Peon. Applicant also have not given any proof of salary or wages said period as stated in the claim statement. There is settled law of daily wages the employee has no right for permanent post as mentioned above by me which is also held by Hon'ble High Court.

Opposite party said that he was engaged on a contract basis on payment of fixed labour charges and also said that he was paid water charges through payment voucher by the bank and that vouchers are also co relates that applicant is paid water charges on different dates and different amounts that vouchers was filled by applicant and in some vouchers is mentioned water charges. As per question of daily wages employee come in the morning and end in the evening of every day. He had no right to get permanent post and cannot be regularized. The deployment of daily wages on contract basis is only for exigency of the work and when there was no work as such employees is dispense with or without any notice, there is no any need to give opportunity for hearing. When the employment of the applicant was on a job required basis and was not for any continuous services required by the board in those conditions applicant cannot claim permanent post.

Since the applicant has failed to establish that he was a "workman" on a regular post or that he completed "continuous service" of 240 days, the protections under Section 25-F of the I.D. Act are not applicable to him. The cessation of his engagement upon completion of the specific task or contract cannot be termed as "illegal retrenchment."

In view of the above, the applicant has failed to prove the existence of a valid employer-employee relationship or the completion of 240 days of service. Therefore, the action of the Management in ceasing the engagement of the applicant is held to be just, proper, and legal.

The claim of the applicant is hereby dismissed. The applicant is not entitled to any relief of reinstatement, back wages, or compensation.

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: 07.04.2026

Rajendra Prasad Srivastava, Presiding Officer