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सं. 26]	नई दिल्ली, जुलाई 5—जुलाई 11, 2026, शनिवार/ आषाढ 14—आषाढ 20, 1948
No. 26]	NEW DELHI, JULY 5—JULY 11, 2026, SATURDAY/ ASHADHA 14—ASHADHA 20, 1948

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

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

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

विदेश मंत्रालय
(सी.पी.वी. विभाग)

नई दिल्ली, 02 जुलाई, 2026

का.आ. 1369.—राजनयिक और कौंसुलीय अधिकारी (शपथ एवं फीस) के अधिनियम, 1948 की धारा 2 के खंड (क) के अनुसरण में वैधानिक आदेश।

एतद् द्वारा, केंद्र सरकार, जुलाई 02, 2026 से कांसुलर सेवाएं के निर्वहन करने के लिए भारतीय मिशनों/पोस्टों में सहायक कांसुलर अधिकारियों के रूप में इस मंत्रालय के निम्नलिखित अधिकारियों की नियुक्ति करता है:

क्रम सं.	अधिकारी का नाम और पद	मिशन / पोस्ट जिसमें सहायक कांसुलर अधिकारी के रूप में नियुक्त किया गया है
1	श्री प्रशान्त कुमार तिवारी, सहायक अनुभाग अधिकारी	भारत के उच्चायोग, नैरोबी
2	श्री विक्रान्त, सहायक अनुभाग अधिकारी	भारत के दूतावास, काहिरा

[फा. सं. टी.4330/01/2026(10)]

तरुण कुमार, अवर सचिव (सीपीवी-II)

MINISTRY OF EXTERNAL AFFAIRS
(CPV Division)

New Delhi, the 2nd July, 2026

S.O. 1369.—Statutory Order in pursuance of clause (a) of the Section 2 of the Diplomatic and Consular Officers (Oaths and fees) Act, 1948 (41 of 1048), the Central Government hereby appoints the below mentioned officials of this Ministry, as Assistant Consular Officers in Indian Missions/Posts abroad, to perform Consular services with effect from July 02 , 2026:

S. No.	Name & Rank of the Officer	Mission/Post wherein appointed as Assistant Consular Officer
1	Mr. Prashant Kumar Tiwari, Assistant Section Officer	High Commission of India, Nairobi
2	Mr. Vikrant, Assistant Section Officer	Embassy of India, Cairo

[F. No. T.4330/01/2026 (10)]

TARUN KUMAR, Under Secy.(CPV-II)

स्वास्थ्य और परिवार कल्याण मंत्रालय

(दंत चिकित्सा शिक्षा अनुभाग)

नई दिल्ली, 17 फरवरी, 2026

का.आ. 1370.—केन्द्रीय सरकार, दंत चिकित्सक अधिनियम, 1948 (1948 का 16) की धारा 10 की उपधारा (2) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, भारतीय दंत चिकित्सा परिषद से परामर्श के पश्चात्, उक्त अधिनियम की अनुसूची के भाग-I में एतद्वारा निम्नलिखित संशोधन करती है, अर्थात् :-

अखिल भारतीय आयुर्विज्ञान संस्थान, बठिंडा द्वारा अखिल भारतीय आयुर्विज्ञान संस्थान, बठिंडा के एमडीएस छात्रों को प्रदान की गई दंत चिकित्सा डिग्री की मान्यता से संबंधित दंत चिकित्सक अधिनियम, 1948 (1948 का 16) की अनुसूची के भाग- I, में क्रम संख्या 158 के पश्चात् निम्नलिखित क्रम संख्या और प्रविष्टियां अंतःस्थापित की जाएंगी, अर्थात्:

159. अखिल भारतीय आयुर्विज्ञान संस्थान, बठिंडा	प्रोस्थोडोंटिक्स एण्ड क्राउन एंड ब्रिज (1 सीट के साथ, यदि 31.01.2025 को या उसके बाद प्रदान की जाती है)	एमडीएस (प्रोस्थोडोंटिक्स एण्ड क्राउन एंड ब्रिज) अखिल भारतीय आयुर्विज्ञान संस्थान, बठिंडा
	पेरियोडॉन्टोलॉजी (1 सीट के साथ, यदि 31.01.2025 को या उसके बाद प्रदान की जाती है)	एमडीएस (पेरियोडॉन्टोलॉजी) अखिल भारतीय आयुर्विज्ञान संस्थान, बठिंडा

[फा. सं. वी.12025/86/2025-डीई]

अमित कुमार, अवर सचिव

**MINISTRY OF HEALTH AND FAMILY WELFARE
(DENTAL EDUCATION SECTION)**

New Delhi, the 17th February, 2026

S.O. 1370.—In exercise of the powers conferred by sub-section (2) of section 10 of the Dentists Act, 1948 (16 of 1948), the Central Government, after consultation with the Dental Council of India, hereby, makes the following amendments in Part-I of the Schedule to the said Act, namely:

In Part-I of the Schedule of the Dentists Act, 1948 (16 of 1948) after the Serial No. 158, the following serial number and entries pertaining to recognition of Dental Degrees awarded by **All India Institute of Medical Sciences, Bhatinda** in respect of MDS students of **All India Institute of Medical Sciences, Bhatinda** shall be inserted, namely:

159. All India Institute of Medical Sciences, Bhatinda	Prosthodontics and Crown & Bridge (with 1 seat, if granted on or after 31.01.2025)	MDS (Prosthodontics and Crown & Bridge) All India Institute of Medical Sciences, Bhatinda
	Periodontology (with 1 seat, if granted on or after 31.01.2025)	MDS (Periodontology) All India Institute of Medical Sciences, Bhatinda

[F. No. V.12025/86/2025-DE]

AMIT KUMAR, Under Secy.

नई दिल्ली, 19 फरवरी, 2026

का.आ. 1371.— केन्द्रीय सरकार, दंत चिकित्सक अधिनियम, 1948 (1948 का 16) की धारा 10 की उपधारा (2) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, भारतीय दंत चिकित्सा परिषद से परामर्श के पश्चात, उक्त अधिनियम की अनुसूची के भाग-I में एतद्वारा निम्नलिखित संशोधन करती है, अर्थात् :-

महाराष्ट्र आरोग्य विज्ञान विद्यापीठ, नासिक द्वारा एसएमबीटी इंस्टीट्यूट ऑफ डेंटल साइंसेज एंड रिसर्च, नासिक, महाराष्ट्र के एमडीएस छात्रों को प्रदान की गई दंत चिकित्सा डिग्री की मान्यता से संबंधित दंत चिकित्सक अधिनियम, 1948 (1948 का 16) की अनुसूची के भाग-I में क्रम संख्या 60 के सामने कॉलम 2 और 3 की मौजूदा प्रविष्टियों में निम्नलिखित प्रविष्टियां अंतःस्थापित की जाएंगी, अर्थात्:

एसएमबीटी इंस्टीट्यूट ऑफ डेंटल साइंसेज एंड रिसर्च, नासिक, महाराष्ट्र	
प्रोस्थोडॉण्टिक्स एण्ड क्राउन एंड ब्रिज (3 सीटों के साथ, यदि 07.11.2025 को या उसके बाद प्रदान की जाती है)।	एमडीएस (प्रोस्थोडॉण्टिक्स एण्ड क्राउन एंड ब्रिज) महाराष्ट्र आरोग्य विज्ञान विद्यापीठ, नासिक
ऑर्थोडॉण्टिक्स एंड डेंटोफेसियल ऑर्थोपेडिक्स (3 सीटों के साथ, यदि 07.11.2025 को या उसके बाद प्रदान की जाती है)।	एमडीएस (ऑर्थोडॉण्टिक्स एंड डेंटोफेसियल ऑर्थोपेडिक्स) महाराष्ट्र आरोग्य विज्ञान विद्यापीठ, नासिक
पेडियाट्रिक एंड प्रिवेंटिव डेंटिस्ट्री (2 सीटों के साथ, यदि 07.11.2025 को या उसके बाद प्रदान की जाती है)।	एमडीएस (पेडियाट्रिक एंड प्रिवेंटिव डेंटिस्ट्री) महाराष्ट्र आरोग्य विज्ञान विद्यापीठ, नासिक
पेरियोडॉन्टोलॉजी (2 सीटों के साथ, यदि 07.11.2025 को या उसके बाद प्रदान की जाती है)	एमडीएस (पेरियोडॉन्टोलॉजी) महाराष्ट्र आरोग्य विज्ञान विद्यापीठ, नासिक
कंजर्वेटिव डेंटिस्ट्री एंड इंडोडॉण्टिक्स (3 सीटों के साथ, यदि 07.11.2025 को या उसके बाद प्रदान की जाती है)।	एमडीएस (कंजर्वेटिव डेंटिस्ट्री एंड इंडोडॉण्टिक्स) महाराष्ट्र आरोग्य विज्ञान विद्यापीठ, नासिक

[फा. सं. वी.12017/01/2026-डीई]

अमित कुमार, अवर सचिव

New Delhi, the 19th February, 2026

S.O. 1371.—In exercise of the powers conferred by sub-section (2) of section 10 of the Dentists Act, 1948 (16 of 1948), the Central Government, after consultation with the Dental Council of India, hereby, makes the following amendments in Part-I of the Schedule to the said Act, namely:-

In the existing entries of column 2 & 3 against Serial No. 60, in Part-I of the Schedule to the Dentists Act, 1948 (16 of 1948) pertaining to recognition of Dental Degrees awarded by **Maharashtra University of Health Sciences, Nashik** in respect of MDS students of **SMBT Institute of Dental Sciences and Research, Nashik, Maharashtra** the following entries shall be inserted, namely:

SMBT Institute of Dental Sciences and Research, Nashik, Maharashtra	
Prosthodontics and Crown & Bridge (with 3 seats, if granted on or after 07.11.2025)	MDS (Prosthodontics and Crown & Bridge) Maharashtra University of Health Sciences, Nashik
Orthodontics & Dentofacial Orthopedics (with 3 seats, if granted on or after 07.11.2025)	MDS (Orthodontics & Dentofacial Orthopedics) Maharashtra University of Health Sciences, Nashik
Pediatric and Preventive Dentistry (with 2 seats, if granted on or after 07.11.2025)	MDS (Pediatric and Preventive Dentistry) Maharashtra University of Health Sciences, Nashik
Periodontology (with 2 seats, if granted on or after 07.11.2025)	MDS (Periodontology) Maharashtra University of Health Sciences, Nashik
Conservative Dentistry & Endodontics (with 3 seats, if granted on or after 07.11.2025)	MDS (Conservative Dentistry & Endodontics) Maharashtra University of Health Sciences, Nashik

[F. No. V.12017/01/2026-DE]

AMIT KUMAR, Under Secy.

नई दिल्ली, 19 फरवरी, 2026

का.आ. 1372.—केन्द्रीय सरकार, दंत चिकित्सक अधिनियम, 1948 (1948 का 16) की धारा 10 की उपधारा (2) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, भारतीय दंत चिकित्सा परिषद से परामर्श के पश्चात्, उक्त अधिनियम की अनुसूची के भाग-I में एतद्वारा निम्नलिखित संशोधन करती है, अर्थात् :-

किंग जॉर्ज चिकित्सा विश्वविद्यालय, लखनऊ, उत्तर प्रदेश द्वारा किंग जॉर्ज चिकित्सा विश्वविद्यालय, दंत चिकित्सा विज्ञान संकाय, लखनऊ, उत्तर प्रदेश के एमडीएस छात्रों को प्रदान की गई दंत चिकित्सा डिग्री की मान्यता से संबंधित दंत चिकित्सक अधिनियम, 1948 (1948 का 16) की अनुसूची के भाग- I में क्रम संख्या 82 के सामने कॉलम 2 और 3 की मौजूदा प्रविष्टियों में, निम्नलिखित प्रविष्टियां अंतःस्थापित की जाएगी, अर्थात्:

किंग जॉर्ज चिकित्सा विश्वविद्यालय, दंत चिकित्सा विज्ञान संकाय, लखनऊ, उत्तर प्रदेश	
पब्लिक हेल्थ डेंटिस्ट्री (3 सीटों के साथ, यदि 04.11.2025 को या उसके बाद प्रदान की जाती है)	एमडीएस (पब्लिक हेल्थ डेंटिस्ट्री) किंग जॉर्ज चिकित्सा विश्वविद्यालय, लखनऊ, उत्तर प्रदेश

[फा. सं. वी.12017/01/2026-डीई]

अमित कुमार, अवर सचिव

New Delhi, the 19th February, 2026

S.O. 1372.— In exercise of the powers conferred by sub-section (2) of section 10 of the Dentists Act, 1948 (16 of 1948), the Central Government, after consultation with the Dental Council of India, hereby, makes the following amendments in Part-I of the Schedule to the said Act, namely:-

In the existing entries of column 2 & 3 against Serial No. 82, in Part-I of the Schedule to the Dentists Act, 1948 (16 of 1948) pertaining to recognition of Dental Degrees awarded by **King George's Medical University, Lucknow, Uttar Pradesh** in respect of MDS students of **Faculty of Dental Sciences, King George's Medical University, Lucknow, Uttar Pradesh** the following entries shall be inserted, namely:

Faculty of Dental Sciences, King George's Medical University, Lucknow, Uttar Pradesh	
Public Health Dentistry (with 3 seats, if granted on or after 04.11.2025)	MDS (Public Health Dentistry) King George's Medical University, Lucknow, Uttar Pradesh

[F. No. V.12017/01/2026-DE]

AMIT KUMAR, Under Secy.

नई दिल्ली, 19 फरवरी, 2026

का.आ. 1373.—केन्द्रीय सरकार, दंत चिकित्सक अधिनियम, 1948 (1948 का 16) की धारा 10 की उपधारा (2) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, भारतीय दंत चिकित्सा परिषद से परामर्श के पश्चात्, उक्त अधिनियम की अनुसूची के भाग-I में एतद्वारा निम्नलिखित संशोधन करती है, अर्थात् :-

अटल बिहारी वाजपेयी चिकित्सा विश्वविद्यालय, लखनऊ, उत्तर प्रदेश द्वारा कांति देवी डेंटल कॉलेज, मथुरा, उत्तर प्रदेश के एमडीएस के छात्रों को प्रदान की गई दंत चिकित्सा डिग्री की मान्यता से संबंधित दंत चिकित्सक अधिनियम, 1948 (1948 का 16) की अनुसूची के भाग- I में क्रम संख्या 156 के सामने कॉलम 2 और 3 की मौजूदा प्रविष्टियों में, निम्नलिखित प्रविष्टियां अंतःस्थापित की जाएगी, अर्थात्:

कांति देवी डेंटल कॉलेज, मथुरा, उत्तर प्रदेश	
ओरल एंड मैक्सिलोफेसियल पैथोलॉजी एंड ओरल माइक्रोबायोलॉजी (2 सीटों के साथ, यदि 14.10.2025 को या उसके बाद प्रदान की जाती है।)	एमडीएस (ओरल एंड मैक्सिलोफेसियल पैथोलॉजी एंड ओरल माइक्रोबायोलॉजी) अटल बिहारी वाजपेयी चिकित्सा विश्वविद्यालय, लखनऊ, उत्तर प्रदेश

[फा. सं. वी. 12017/01/2026-डीई]

अमित कुमार, अवर सचिव

New Delhi, the 19th February, 2026

S.O. 1373.—In exercise of the powers conferred by sub-section (2) of section 10 of the Dentists Act, 1948 (16 of 1948), the Central Government, after consultation with the Dental Council of India, hereby, makes the following amendments in Part-I of the Schedule to the said Act, namely:-

In the existing entries of column 2 & 3 against Serial No. 156, in Part-I of the Schedule to the Dentists Act, 1948 (16 of 1948) pertaining to recognition of Dental Degrees awarded by **Atal Bihari Vajpayee Medical University, Lucknow, U.P.** in respect of MDS students of **Kanti Devi Dental College, Mathura, Uttar Pradesh** the following entries shall be inserted, namely:

Kanti Devi Dental College, Mathura, Uttar Pradesh	
Oral & Maxillofacial Pathology and Oral Microbiology (with 2 seats, if granted on or after 14.10.2025)	MDS (Oral & Maxillofacial Pathology and Oral Microbiology) Atal Bihari Vajpayee Medical University, Lucknow, U.P.

[F. No. V.12017/01/2026-DE]

AMIT KUMAR, Under Secy.

नई दिल्ली, 19 फरवरी, 2026

का.आ. 1374.— केन्द्रीय सरकार, दंत चिकित्सक अधिनियम, 1948 (1948 का 16) की धारा 10 की उपधारा (2) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, भारतीय दंत चिकित्सा परिषद से परामर्श के पश्चात्, उक्त अधिनियम की अनुसूची के भाग-1 में एतद्वारा निम्नलिखित संशोधन करती है, अर्थात् :-

हेमवती नंदन बहुगुणा उत्तराखंड चिकित्सा शिक्षा विश्वविद्यालय (एचएनबीयूएमयू), देहरादून द्वारा सीमा डेंटल कॉलेज एंड हॉस्पिटल, देहरादून के एमडीएस के छात्रों को प्रदान की गई दंत चिकित्सा डिग्री की मान्यता से संबंधित दंत चिकित्सक अधिनियम, 1948 (1948 का 16) की अनुसूची के भाग- 1 में क्रम संख्या 157 के सामने कॉलम 2 और 3 की मौजूदा प्रविष्टियों में, निम्नलिखित प्रविष्टियां अंतःस्थापित की जाएगी, अर्थात्:

सीमा डेंटल कॉलेज एंड हॉस्पिटल, देहरादून	
ओरल मेडिसिन एण्ड रेडियोलॉजी (3 सीटों के साथ, यदि 07.10.2025 को या उसके बाद प्रदान की जाती है।)	एमडीएस (ओरल मेडिसिन एण्ड रेडियोलॉजी) हेमवती नंदन बहुगुणा उत्तराखंड चिकित्सा शिक्षा विश्वविद्यालय (एचएनबीयूएमयू), देहरादून

[फा. सं. वी.12017/01/2026-डीई]

अमित कुमार, अवर सचिव

New Delhi, the 19th February, 2026

S.O. 1374.—In exercise of the powers conferred by sub-section (2) of section 10 of the Dentists Act, 1948 (16 of 1948), the Central Government, after consultation with the Dental Council of India, hereby, makes the following amendments in Part-I of the Schedule to the said Act, namely:-

In the existing entries of column 2 & 3 against Serial No. 157, in Part-I of the Schedule to the Dentists Act, 1948 (16 of 1948) pertaining to recognition of Dental Degrees awarded by **Hemwati Nandan Bahuguna Uttarakhand Medical Education University (HNBUMU), Dehradun** in respect of MDS students of **Seema Dental College & Hospital, Dehradun** the following entries shall be inserted, namely:

Seema Dental College & Hospital, Dehradun	
Oral Medicine & Radiology (with 3 seats, if granted on or after 07.10.2025)	MDS (Oral Medicine & Radiology) Hemwati Nandan Bahuguna Uttarakhand Medical Education University (HNBUMU), Dehradun

[F. No. V.12017/01/2026-DE]

AMIT KUMAR, Under Secy.

नई दिल्ली, 05 मार्च, 2026

का.आ. 1375.—दंत चिकित्सक अधिनियम, 1948 (1948 का 16) की धारा 10 की उपधारा (2) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्र सरकार, भारतीय दंत चिकित्सा परिषद के परामर्श के पश्चात्, एतद्वारा उक्त अधिनियम की अनुसूची के भाग-I में निम्नलिखित संशोधन करती है, अर्थात् :-

अखिल भारतीय आयुर्विज्ञान संस्थान, कल्याणी के एमडीएस छात्रों के संबंध में अखिल भारतीय आयुर्विज्ञान संस्थान, कल्याणी द्वारा प्रदान की गई दंत चिकित्सा डिग्री की मान्यता से संबंधित दंत चिकित्सक अधिनियम, 1948 (1948 का 16) की अनुसूची के भाग-I में क्रम संख्या 159 के पश्चात् निम्नलिखित क्रम संख्या और प्रविष्टियों में, निम्नलिखित प्रविष्टियां अंतःस्थापित की जाएगी, अर्थात्:

160. अखिल भारतीय आयुर्विज्ञान संस्थान, कल्याणी	कंजर्वेटिव डेंटिस्ट्री और एंडोडॉन्टिक्स (2 सीटों के साथ, यदि 31.12.2025 को या उसके बाद प्रदान की जाती है)	एमडीएस (कंजर्वेटिव डेंटिस्ट्री एंड एंडोडॉन्टिक्स) अखिल भारतीय आयुर्विज्ञान संस्थान, कल्याणी
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[फा. सं. वी.12025/31/2026-डीई]

अमित कुमार, अवर सचिव

New Delhi, the 5th March, 2026

S.O. 1375.— In exercise of the powers conferred by sub-section (2) of section 10 of the Dentists Act, 1948 (16 of 1948), the Central Government, hereby, makes the following amendments in Part-I of the Schedule to the said Act, namely:-

In Part-I of the Schedule to the Dentists Act, 1948 (16 of 1948) after the serial No.159, the following serial number and entries pertaining to recognition of Dental Degrees awarded by **All India Institute of Medical Sciences, Kalyani** in respect of MDS students of **All India Institute of Medical Sciences, Kalyani**, the following entries shall be inserted, namely:

160. All India Institute of Medical Sciences, Kalyani	<i>Conservative Dentistry & Endodontics</i> (with 2 seats if granted on or after 31.12.2025)	MDS (<i>Conservative Dentistry & Endodontics</i>) All India Institute of Medical Sciences, Kalyani
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[F. No. V.12025/31/2026-DE]

AMIT KUMAR, Under Secy.

नई दिल्ली, 05 मार्च, 2026

का.आ. 1376.—दंत चिकित्सक अधिनियम, 1948 (1948 का 16) की धारा 10 की उपधारा (2) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केंद्र सरकार, भारतीय दंत परिषद के परामर्श के पश्चात्, उक्त अधिनियम की अनुसूची के भाग-I में निम्नलिखित संशोधन करती है, अर्थात्:-

सी.के.एस. तेजा इंस्टीट्यूट ऑफ डेंटल साइंस एंड रिसर्च, तिरुपति के एमडीएस छात्रों के संबंध में डॉ. एन.टी.आर. स्वास्थ्य विज्ञान विश्वविद्यालय, विजयवाड़ा द्वारा प्रदान की गई दंत डिग्री की मान्यता से संबंधित दंत चिकित्सक अधिनियम, 1948 (1948 का 16) की अनुसूची के भाग- I में क्रम संख्या 50 के सामने कॉलम 2 और 3 की मौजूदा प्रविष्टियों में, निम्नलिखित प्रविष्टियां अंतःस्थापित की जाएगी, अर्थात्:

सी.के.एस. तेजा इंस्टीट्यूट ऑफ डेंटल साइंस एंड रिसर्च, तिरुपति	
बाल चिकित्सा और निवारक दंत चिकित्सा (3 सीटों के साथ, यदि 29.04.2015 को या उसके बाद प्रदान की जाती है)	एमडीएस (बाल चिकित्सा और निवारक दंत चिकित्सा) डॉ. एन.टी.आर. स्वास्थ्य विज्ञान विश्वविद्यालय, विजयवाड़ा
ओरल और मैक्सिलोफेशियल सर्जरी (3 सीटों के साथ, यदि 29.04.2015 को या उसके बाद प्रदान की जाती है)	एमडीएस (ओरल और मैक्सिलोफेशियल सर्जरी) डॉ. एन.टी.आर. स्वास्थ्य विज्ञान विश्वविद्यालय, विजयवाड़ा

*सी.के.एस. तेजा इंस्टीट्यूट ऑफ डेंटल साइंस एंड रिसर्च, तिरुपति के संबंध में अधिसूचना संख्या वी.12017/30/2009-डीई दिनांक 23.10.2015 को इस अधिसूचना के जारी होने की तारीख से सभी उद्देश्यों के लिए शून्य और अमान्य माना जाएगा।

[फा. सं. वी.12017/30/2009-डीई(पीटी)]

अमित कुमार, अवर सचिव

New Delhi, the 5th March, 2026

S.O. 1376.—In exercise of the powers conferred by sub-section (2) of section 10 of the Dentists Act, 1948 (16 of 1948), the Central Government, after consultation with the Dental Council of India, hereby, makes the following amendments in Part-I of the Schedule to the said Act, namely:-

In the existing entries of column 2 & 3 against Serial No. 50, in Part-I of the Schedule to the Dentists Act, 1948 (16 of 1948) pertaining to recognition of Dental Degrees awarded by **Dr. N.T.R. University of Health Sciences, Vijaywada** in respect of MDS students of **C.K.S Teja Institute of Dental Science & Research, Tirupati** the following entries shall be inserted, namely:

C.K.S Teja Institute of Dental Science & Research, Tirupati	
Peadodontics and Preventive Dentistry (with 3 seats, if granted on or after 29.04.2015)	MDS (Peadodontics and Preventive Dentistry) Dr. N.T.R University of Health Sciences, Vijayawada
Oral & Maxillofacial Surgery (with 3 seats, if granted on or after 29.04.2015)	MDS (Oral & Maxillofacial Surgery) Dr. N.T.R University of Health Sciences, Vijayawada

*Notification No. V.12017/30/2009-DE dated 23.10.2015 in respect of C.K.S Teja Institute of Dental Science & Research, Tirupati may be considered null and void for all purposes from the date of issue of this notification.

[F. No. V.12017/30/2009-DE(PT)]

AMIT KUMAR, Under Secy.

नई दिल्ली, 16 मार्च, 2026

का.आ. 1377.—केन्द्रीय सरकार, दंत चिकित्सक अधिनियम, 1948 (1948 का 16) की धारा 10 की उपधारा (2) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, भारतीय दंत चिकित्सा परिषद से परामर्श के पश्चात, उक्त अधिनियम की अनुसूची के भाग-I में एतद्वारा निम्नलिखित संशोधन करती है, अर्थात् :-

ज्ञान सागर डेंटल कॉलेज और अस्पताल, पटियाला (पंजाब) के बीडीएस छात्रों के संबंध में बाबा फरीद यूनिवर्सिटी ऑफ हेल्थ साइंसेज, फरीदकोट (पंजाब) द्वारा प्रदान की गई दंत डिग्री की मान्यता से संबंधित दंत चिकित्सक अधिनियम, 1948 (1948 का 16) की अनुसूची के भाग-I में क्रम संख्या 53 के सामने कॉलम 2 और 3 की मौजूदा प्रविष्टियों में निम्नलिखित प्रविष्टियां अंतःस्थापित की जाएंगी, नामतः

ज्ञान सागर डेंटल कॉलेज और अस्पताल, पटियाला (पंजाब)	
बैचलर ऑफ डेंटल सर्जरी (13.12.2025 को या उसके बाद स्वीकृत 100 सीटों के साथ)	बीडीएस, बाबा फरीद यूनिवर्सिटी ऑफ हेल्थ साइंसेज, फरीदकोट (पंजाब)

[फा. सं. वी.12017/06/2026-डीई]

अमित कुमार, अवर सचिव

New Delhi, the 16th March, 2026

S.O. 1377.—In exercise of the powers conferred by sub-section (2) of section 10 of the Dentists Act, 1948 (16 of 1948), the Central Government, after consultation with the Dental Council of India, hereby, makes the following amendments in Part-I of the Schedule to the said Act, namely:-

In the existing entries of column 2 & 3 against Serial No. 53, in Part-I of the Schedule to the Dentists Act, 1948 (16 of 1948) pertaining to recognition of Dental Degrees awarded by **Baba Farid University of Health Sciences, Faridkot (Punjab)** in respect of BDS students of **Gian Sagar Dental College & Hospital, Patiala (Punjab)** the following entries shall be inserted, namely:

Gian Sagar Dental College & Hospital, Patiala (Punjab)	
Bachelor of Dental Surgery (With 100 seats if granted on or after 13.12.2025)	BDS Baba Farid University of Health Sciences, Faridkot (Punjab)

[F. No. V.12017/06/2026-DE]

AMIT KUMAR, Under Secy.

नई दिल्ली, 16 मार्च, 2026

का.आ. 1378.—केन्द्रीय सरकार, दंत चिकित्सक अधिनियम, 1948 (1948 का 16) की धारा 10 की उपधारा (2) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, भारतीय दंत चिकित्सा परिषद से परामर्श के पश्चात्, उक्त अधिनियम की अनुसूची के भाग-I में एतद्वारा निम्नलिखित संशोधन करती है, अर्थात् :-

सीमा डेंटल कॉलेज एवं हॉस्पिटल, ऋषिकेश (उत्तराखंड) के बीडीएस छात्रों के संबंध में एचएनबी उत्तराखंड चिकित्सा शिक्षा विश्वविद्यालय, देहरादून (उत्तराखंड) द्वारा प्रदान की गई दंत डिग्री की मान्यता से संबंधित दंत चिकित्सक अधिनियम, 1948 (1948 का 16) की अनुसूची के भाग-I में क्रम संख्या 157 के सामने कॉलम 2 और 3 की मौजूदा प्रविष्टियों में निम्नलिखित प्रविष्टियां अंतःस्थापित की जाएंगी, नामतः

सीमा डेंटल कॉलेज एवं हॉस्पिटल, ऋषिकेश (उत्तराखंड)	
बैचलर ऑफ डेंटल सर्जरी (15.10.2025 को या उसके बाद स्वीकृत 100 सीटों के साथ)	बीडीएस, एचएनबी उत्तराखंड चिकित्सा शिक्षा विश्वविद्यालय, देहरादून (उत्तराखंड)

[फा. सं. वी.12017/06/2026-डीई]

अमित कुमार, अवर सचिव

New Delhi, the 16th March, 2026

S.O. 1378.—In exercise of the powers conferred by sub-section (2) of section 10 of the Dentists Act, 1948 (16 of 1948), the Central Government, after consultation with the Dental Council of India, hereby, makes the following amendments in Part-I of the Schedule to the said Act, namely:-

In the existing entries of column 2 & 3 against Serial No.157, in Part-I of the Schedule to the Dentists Act, 1948 (16 of 1948) pertaining to recognition of Dental Degrees awarded by **HNB Uttarakhand Medical Education University, Dehradun** in respect of BDS students of **Seema Dental College & Hospital, Rishikesh (Uttarakhand)** the following entries shall be inserted, namely:

Seema Dental College & Hospital, Rishikesh (Uttarakhand)	
Bachelor of Dental Surgery (With 100 seats if granted on or after 15.10.2025)	BDS HNB Uttarakhand Medical Education University, Dehradun

[F. No. V.12017/06/2026-DE]

AMIT KUMAR, Under Secy.

नई दिल्ली, 16 मार्च, 2026

का.आ. 1379.—केन्द्रीय सरकार, दंत चिकित्सक अधिनियम, 1948 (1948 का 16) की धारा 10 की उपधारा (2) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, भारतीय दंत चिकित्सा परिषद से परामर्श के पश्चात्, उक्त अधिनियम की अनुसूची के भाग-I में एतद्वारा निम्नलिखित संशोधन करती है, अर्थात् :-

अटल बिहारी वाजपेयी मेडिकल यूनिवर्सिटी, लखनऊ, उत्तर प्रदेश द्वारा सरस्वती डेंटल कॉलेज, लखनऊ, उत्तर प्रदेश के एमडीएस छात्रों को प्रदान की गई दंत चिकित्सा डिग्री की मान्यता से संबंधित दंत चिकित्सक अधिनियम, 1948 (1948 का 16) की अनुसूची के भाग-I में क्रम संख्या 156 के सामने कॉलम 2 और 3 की मौजूदा प्रविष्टियों में निम्नलिखित प्रविष्टियां अंतःस्थापित की जाएंगी, अर्थात्:

सरस्वती डेंटल कॉलेज, लखनऊ, उत्तर प्रदेश	
ओरल एंड मैक्सिलोफेसियल पैथोलॉजी एंड ओरल माइक्रोबायोलॉजी (2 सीटों के साथ, यदि 31.10.2025 को या उसके बाद प्रदान की जाती है)।	एमडीएस (ओरल एंड मैक्सिलोफेसियल पैथोलॉजी एंड ओरल माइक्रोबायोलॉजी) अटल बिहारी वाजपेयी मेडिकल यूनिवर्सिटी, लखनऊ, उत्तर प्रदेश

[फा. सं. वी.12017/01/2026-डीई(पीटी.2)]

अमित कुमार, अवर सचिव

New Delhi, the 16th March, 2026

S.O. 1379.—In exercise of the powers conferred by sub-section (2) of section 10 of the Dentists Act, 1948 (16 of 1948), the Central Government, after consultation with the Dental Council of India, hereby, makes the following amendments in Part-I of the Schedule to the said Act, namely:-

In the existing entries of column 2 & 3 against Serial No. 156, in Part-I of the Schedule to the Dentists Act, 1948 (16 of 1948) pertaining to recognition of Dental Degrees awarded by **Atal Bihari Vajpayee Medical University, Lucknow, U.P.** in respect of MDS students of **Saraswati Dental College, Lucknow, Uttar Pradesh** the following entries shall be inserted, namely:

Saraswati Dental College, Lucknow, Uttar Pradesh	
Oral & Maxillofacial Pathology and Oral Microbiology (with 2 seats, if granted on or after 31.10.2025)	MDS (Oral & Maxillofacial Pathology and Oral Microbiology) Atal Bihari Vajpayee Medical University, Lucknow, U.P.

[F. No. V.12017/01/2026-DE(PT.2)]

AMIT KUMAR, Under Secy.

नई दिल्ली, 16 मार्च, 2026

का.आ. 1380.—केन्द्रीय सरकार, दंत चिकित्सक अधिनियम, 1948 (1948 का 16) की धारा 10 की उपधारा (2) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, भारतीय दंत चिकित्सा परिषद से परामर्श के पश्चात्, उक्त अधिनियम की अनुसूची के भाग-I में एतद्वारा निम्नलिखित संशोधन करती है, अर्थात् :-

राजीव गांधी स्वास्थ्य विज्ञान विश्वविद्यालय, बेंगलुरु, कर्नाटक द्वारा सुब्बैया इंस्टीट्यूट ऑफ डेंटल साइंसेज, शिमोगा, कर्नाटक के एमडीएस छात्रों को प्रदान की गई दंत चिकित्सा डिग्री की मान्यता से संबंधित दंत चिकित्सक अधिनियम, 1948 (1948 का 16) की अनुसूची के भाग- I में क्रम संख्या 49 के सामने कॉलम 2 और 3 की मौजूदा प्रविष्टियों में निम्नलिखित प्रविष्टियां अंतःस्थापित की जाएंगी, अर्थात्:

सुब्बैया इंस्टीट्यूट ऑफ डेंटल साइंसेज, शिमोगा, कर्नाटक	
कंजर्वेटिव डेंटिस्ट्री एंड इंडोडॉन्टिक्स (3 सीटों के साथ, यदि 18.11.2025 को या उसके बाद प्रदान की जाती है)।	एमडीएस (कंजर्वेटिव डेंटिस्ट्री एंड इंडोडॉन्टिक्स) राजीव गांधी स्वास्थ्य विज्ञान विश्वविद्यालय, बेंगलुरु, कर्नाटक
ओरल और मैक्सिलोफेशियल सर्जरी (3 सीटों के साथ, यदि 15.11.2025 को या उसके बाद प्रदान की जाती है)।	एमडीएस (ओरल और मैक्सिलोफेशियल सर्जरी) राजीव गांधी स्वास्थ्य विज्ञान विश्वविद्यालय, बेंगलुरु, कर्नाटक
ऑर्थोडॉन्टिक्स और डेंटोफेशियल ऑर्थोपेडिक्स (3 सीटों के साथ, यदि 15.11.2025 को या उसके बाद प्रदान की जाती है)।	एमडीएस (ऑर्थोडॉन्टिक्स और डेंटोफेशियल ऑर्थोपेडिक्स) राजीव गांधी स्वास्थ्य विज्ञान विश्वविद्यालय, बेंगलुरु, कर्नाटक
बाल चिकित्सा एवं निवारक दंत चिकित्सा (3 सीटों के साथ, यदि 15.11.2025 को या उसके बाद प्रदान की जाती है)।	एमडीएस (बाल चिकित्सा एवं निवारक दंत चिकित्सा) राजीव गांधी स्वास्थ्य विज्ञान विश्वविद्यालय, बेंगलुरु, कर्नाटक
प्रोस्थोडोन्टिक्स और क्राउन एवं ब्रिज (2 सीटों के साथ, यदि 18.11.2025 को या उसके बाद प्रदान की जाती है)।	एमडीएस (प्रोस्थोडोन्टिक्स और क्राउन एवं ब्रिज) राजीव गांधी स्वास्थ्य विज्ञान विश्वविद्यालय, बेंगलुरु, कर्नाटक

[फा. सं. वी.12017/01/2026-डीई(पीटी.2)]

अमित कुमार, अवर सचिव

New Delhi, the 16th March, 2026

S.O. 1380.—In exercise of the powers conferred by sub-section (2) of section 10 of the Dentists Act, 1948 (16 of 1948), the Central Government, after consultation with the Dental Council of India, hereby, makes the following amendments in Part-I of the Schedule to the said Act, namely:-

In the existing entries of column 2 & 3 against Serial No. 49, in Part-I of the Schedule to the Dentists Act, 1948 (16 of 1948) pertaining to recognition of Dental Degrees awarded by **Rajiv Gandhi University of Health Sciences, Bengaluru, Karnataka** in respect of MDS students of **Subbaiah Institute of Dental Sciences, Shimoga, Karnataka** the following entries shall be inserted, namely:

Subbaiah Institute of Dental Sciences, Shimoga, Karnataka	
Conservative Dentistry & Endodontics (with 3 seats, if granted on or after 18.11.2025)	MDS (Conservative Dentistry & Endodontics) Rajiv Gandhi University of Health Sciences, Bengaluru, Karnataka
Oral and Maxillofacial Surgery (with 3 seats, if granted on or after 15.11.2025)	MDS (Oral and Maxillofacial Surgery) Rajiv Gandhi University of Health Sciences, Bengaluru, Karnataka
Orthodontics and Dentofacial Orthopedics (with 3 seats, if granted on or after 15.11.2025)	MDS (Orthodontics and Dentofacial Orthopedics) Rajiv Gandhi University of Health Sciences, Bengaluru, Karnataka
Pediatric and Preventive Dentistry (with 3 seats, if granted on or after 15.11.2025)	MDS (Pediatric and Preventive Dentistry) Rajiv Gandhi University of Health Sciences, Bengaluru, Karnataka
Prosthodontics and Crown & Bridge (with 2 seats, if granted on or after 18.11.2025)	MDS (Prosthodontics and Crown & Bridge) Rajiv Gandhi University of Health Sciences, Bengaluru, Karnataka

[F. No. V.12017/01/2026-DE(PT.2)]

AMIT KUMAR, Under Secy.

नई दिल्ली, 16 मार्च, 2026

का.आ. 1381.—केन्द्रीय सरकार, दंत चिकित्सक अधिनियम, 1948 (1948 का 16) की धारा 10 की उपधारा (2) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, भारतीय दंत चिकित्सा परिषद से परामर्श के पश्चात्, उक्त अधिनियम की अनुसूची के भाग-I में एतद्वारा निम्नलिखित संशोधन करती है, अर्थात् :-

सांकलचंद पटेल विश्वविद्यालय, विसनगर, गुजरात द्वारा नरसिंहभाई पटेल डेंटल कॉलेज एंड हॉस्पिटल, विसनगर, गुजरात के एमडीएस छात्रों को प्रदान की गई दंत चिकित्सा डिग्री की मान्यता से संबंधित दंत चिकित्सक अधिनियम, 1948 (1948 का 16) की अनुसूची के भाग- I में क्रम संख्या 140 के सामने कॉलम 2 और 3 की मौजूदा प्रविष्टियों में निम्नलिखित प्रविष्टियां अंतःस्थापित की जाएंगी, अर्थात्:

नरसिंहभाई पटेल डेंटल कॉलेज एंड हॉस्पिटल, विसनगर, गुजरात	
ओरल एंड मैक्सिलोफेसियल पैथोलॉजी एंड ओरल माइक्रोबायोलॉजी (3 सीटों के साथ, यदि 02.12.2025 को या उसके बाद प्रदान की जाती है)।	एमडीएस (ओरल एंड मैक्सिलोफेसियल पैथोलॉजी एंड ओरल माइक्रोबायोलॉजी) सांकलचंद पटेल विश्वविद्यालय, विसनगर, गुजरात

[फा. सं. वी.12017/01/2026-डीई(पीटी.2)]

अमित कुमार, अवर सचिव

New Delhi, the 16th March, 2026

S.O. 1381.—In exercise of the powers conferred by sub-section (2) of section 10 of the Dentists Act, 1948 (16 of 1948), the Central Government, after consultation with the Dental Council of India, hereby, makes the following amendments in Part-I of the Schedule to the said Act, namely:-

In the existing entries of column 2 & 3 against Serial No. 140, in Part-I of the Schedule to the Dentists Act, 1948 (16 of 1948) pertaining to recognition of Dental Degrees awarded by **Sankalchand Patel University, Visnagar, Gujarat** in respect of MDS students of **Narsinhbhai Patel Dental College & Hospital, Visnagar, Gujarat** the following entries shall be inserted, namely:

Narsinhbhai Patel Dental College & Hospital, Visnagar, Gujarat	
Oral & Maxillofacial Pathology and Oral Microbiology (with 3 seats, if granted on or after 02.12.2025)	MDS (Oral & Maxillofacial Pathology and Oral Microbiology) Sankalchand Patel University, Visnagar, Gujarat

[F. No. V.12017/01/2026-DE(PT.2)]

AMIT KUMAR, Under Secy.

नई दिल्ली, 16 मार्च, 2026

का.आ. 1382.—दंत चिकित्सक अधिनियम, 1948 (1948 का 16) की धारा 10 की उपधारा (2) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्र सरकार, भारतीय दंत चिकित्सा परिषद के परामर्श के पश्चात्, एतद्वारा उक्त अधिनियम की अनुसूची के भाग-I में निम्नलिखित संशोधन करती है, अर्थात् :-

मनुभाई पटेल डेंटल कॉलेज एवं अस्पताल, वडोदरा, गुजरात के एमडीएस छात्रों के संबंध में श्री गोविंद गुरु विश्वविद्यालय, गुजरात द्वारा प्रदान की गई दंत चिकित्सा डिग्री की मान्यता से संबंधित दंत चिकित्सक अधिनियम, 1948 (1948 का 16) की अनुसूची के भाग- I में क्रम संख्या 160 के पश्चात् निम्नलिखित क्रम संख्या और प्रविष्टियों में, निम्नलिखित प्रविष्टियां अंतःस्थापित की जाएगी, अर्थात्:

161. श्री गोविंद गुरु विश्वविद्यालय, गुजरात	मनुभाई पटेल डेंटल कॉलेज एवं अस्पताल, वडोदरा, गुजरात	
	कंजर्वेटिव डेंटिस्ट्री और एंडोडेंटिक्स (3 सीटों के साथ, यदि 16.12.2025 को या उसके बाद प्रदान की जाती है)	एमडीएस (कंजर्वेटिव डेंटिस्ट्री एण्ड एंडोडेंटिक्स) श्री गोविंद गुरु विश्वविद्यालय, गुजरात

[फा. सं. वी.12017/01/2026-डीई(पीटी.2)]

अमित कुमार, अवर सचिव

New Delhi, the 16th March, 2026

S.O. 1382.—In exercise of the powers conferred by sub-section (2) of section 10 of the Dentists Act, 1948 (16 of 1948), the Central Government, after consultation with the Dental Council of India, hereby, makes the following amendments in Part-I of the Schedule to the said Act, namely:-

In Part-I of the Schedule to the Dentists Act, 1948 (16 of 1948) after the serial No. 160, in the following serial number and entries pertaining to recognition of Dental Degrees awarded by **Shri Govind Guru University, Gujarat** in respect of MDS students of **Manubhai Patel Dental College & Hospital, Vadodara, Gujarat**, the following entries shall be inserted, namely:

161. Shri Govind Guru University, Gujarat	Manubhai Patel Dental College & Hospital, Vadodara, Gujarat	
	Conservative Dentistry and Endodontics (with 3 seats, if granted on or after 16.12.2025)	MDS (Conservative Dentistry and Endodontics) Shri Govind Guru University, Gujarat

[F. No. V.12017/01/2026-DE(PT.2)]

AMIT KUMAR, Under Secy.

नई दिल्ली, 16 मार्च, 2026

का.आ. 1383.—केन्द्रीय सरकार, दंत चिकित्सक अधिनियम, 1948 (1948 का 16) की धारा 10 की उपधारा (2) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, भारतीय दंत चिकित्सा परिषद से परामर्श के पश्चात्, उक्त अधिनियम की अनुसूची के भाग-I में एतद्वारा निम्नलिखित संशोधन करती है, अर्थात् :-

भाभा विश्वविद्यालय, भोपाल, मध्य प्रदेश द्वारा भाभा कॉलेज ऑफ डेंटल साइंसेज, भोपाल, मध्य प्रदेश के एमडीएस छात्रों को प्रदान की गई दंत चिकित्सा डिग्री की मान्यता से संबंधित दंत चिकित्सक अधिनियम, 1948 (1948 का 16) की अनुसूची के भाग- I में क्रम संख्या 146 के सामने कॉलम 2 और 3 की मौजूदा प्रविष्टियों में निम्नलिखित प्रविष्टियां अंतःस्थापित की जाएंगी, अर्थात्:

भाभा कॉलेज ऑफ डेंटल साइंसेज, भोपाल, मध्य प्रदेश	
बाल चिकित्सा एवं निवारक दंत चिकित्सा (3 सीटों के साथ, यदि 12.12.2025 को या उसके बाद प्रदान की जाती है)।	एमडीएस (बाल चिकित्सा एवं निवारक दंत चिकित्सा) भाभा विश्वविद्यालय, भोपाल, मध्य प्रदेश

[फा. सं. वी.12017/01/2026-डीई(पीटी.2)]

अमित कुमार, अवर सचिव

New Delhi, the 16th March, 2026

S.O. 1383.—In exercise of the powers conferred by sub-section (2) of section 10 of the Dentists Act, 1948 (16 of 1948), the Central Government, after consultation with the Dental Council of India, hereby, makes the following amendments in Part-I of the Schedule to the said Act, namely:-

In the existing entries of column 2 & 3 against Serial No. 146, in Part-I of the Schedule to the Dentists Act, 1948 (16 of 1948) pertaining to recognition of Dental Degrees awarded by **Bhabha University, Bhopal, M.P.** in respect of MDS students of **Bhabha College of Dental Sciences, Bhopal, M.P.** the following entries shall be inserted, namely:

Bhabha College of Dental Sciences, Bhopal, M.P.	
Pediatric and Preventive Dentistry (with 3 seats, if granted on or after 12.12.2025)	MDS (Pediatric and Preventive Dentistry) Bhabha University, Bhopal, M.P.

[F. No. V.12017/01/2026-DE(PT.2)]

AMIT KUMAR, Under Secy.

श्रम एवं रोजगार मंत्रालय

नई दिल्ली, 30 जून, 2026

का.आ. 1384.—औद्योगिक विवाद अधिनियम (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार ओडिशा मिनरल्स डेवलपमेंट कंपनी लिमिटेड के प्रबंधन के संबंध में नियोजकों और ओडिशा मिनरल्स डेवलपमेंट कंपनी कर्मचारी संघ के बीच अनुबंध में निर्दिष्ट केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, भुवनेश्वर, पंचाट (रिफरेंस नं.- 49/2022) को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 30.06.2026 को प्राप्त हुआ था।

[सं. एल-29011/49/2022-आईआर(एम)]

सलोनी, उप निदेशक

MINISTRY OF LABOUR AND EMPLOYMENT

New Delhi, the 30th June, 2026

S.O. 1384.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (**Reference No. 49/2022**) of the **Central Government Industrial Tribunal cum Labour Court, Bhubaneswar** as shown in the Annexure, in the Industrial dispute between the employers in relation to **Orissa Minerals Development Company Ltd. and Orissa Minerals Development Company Karmachari Sangha** which was received along with soft copy of the award by the Central Government on 30.06.2026.

[No. L-29011/49/2022-(IR-M)]

SALONI, Dy. Director

ANNEXURE**CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT,
BHUBANESWAR**

Present:

Sri Dinesh Kumar Singh,
Presiding Officer, C.G.I.T.-cum-Labour Court,
Bhubaneswar.

INDUSTRIAL DISPUTE CASE NO. 49/2022**Date of Passing Order – 4th February, 2026**Between :-

The Business Head,
Orissa Minerals Development Co. Ltd.,
Thakurani, Keonjhar (Odisha)-758035.

... 1st Party-Management.

And

The General Secretary,
OMDC Karmachari Sangha,
At-Thakurani, Po-Barbil, Keonjhar (Odisha)-758035.

... 2nd Party-Union.

Appearances:

None. ... For the 1st Party-Management.None. ... For the 2nd Party-Union.**ORDER**

In the present case, a reference was received from the Under Secretary to the Government of India, Ministry of Labour & Employment, New Delhi vide order No. L-29011/49/2022 (IR(M), dated 05.12.2022 under clause (d) of sub-section (1) and sub-section (2A) of Section 10 of the Industrial Disputes Act, 1947 for adjudication of a dispute, under the following schedule: -

“Whether the demand raised by OMDC Karmachari Sangha, Thakurani, Keonjhar against the management of Orissa Minerals Development Co. Ltd., Keonjhar over the issue of discrepancy in wage/EL/CL among workers of mines and Head office for same post and same work is proper, legal and justified? If yes, what relief the workmen are entitled to?”

2. In the reference order, the Under Secretary to Government of India, Ministry of Labour & Employment, New Delhi commanded the parties raising the dispute to file statement of claim, complete with relevant documents, list of reliance and witnesses with this Tribunal within 15 days of receipt of the reference order and to forward a copy of such statement of claim to each of the Managements involved in the dispute.

3. Despite directions so given, no statement of claim is received from the 2nd Party-Union.

4. On receipt of the above reference, notice was sent to the 2nd Party-Union on dated 03.04.2023 and 04.08.2025 for appearance and for filing of statement of claim. Neither the postal article sent to the 2nd Party-Union, referred to above, was received back nor was it observed by the Tribunal that postal services remained unserved in the period, referred to above. Therefore, every presumption lies in favour of the fact that the above notices were served upon the 2nd Party-Union. Despite service of the notice, the 2nd Party-Union opted to abstain away from the proceedings. No claim statement was filed on its behalf. Thus, it is clear that the 2nd Party-Union is not interested in adjudication of the reference on merits.

5. Since the 2nd Party-Union has neither filed statement of claim nor has led any evidence so as to prove its case against the Management, it is presumed that there is no claim of workman against the Management.

6. In view of such, no claim Order is passed by this Tribunal.

7. Let this order be sent to the appropriate Government, as required under Section 17 of the Industrial Disputes Act, 1947, for publication.

Dictated & Corrected by me.

DINESH KUMAR SINGH, Presiding Officer

नई दिल्ली, 30 जून, 2026

का.आ. 1385.—औद्योगिक विवाद अधिनियम (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार मेसर्स जेके सिस्टम्स एंड सर्विसेज; एस्टेट मैनेजमेंट यूनिट के प्रबंधन के संबद्ध नियोजकों और श्री निर्मल्य पुष्टि के बीच अनुबंध में निर्दिष्ट केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, भुवनेश्वर, पंचाट (रिफरेन्स नं.- 24/2023) को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 30.06.2026 को प्राप्त हुआ था।

[सं. जेड-16025/04/2026-आईआर(एम)-78]

सलोनी, उप निदेशक

New Delhi, the 30th June, 2026

S.O. 1385.— In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Reference No. 24/2023) of the **Central Government Industrial Tribunal cum Labour Court, Bhubaneswar** as shown in the Annexure, in the Industrial dispute between the employers in relation to **M/S JK SyStems and Services; Estate Management Unit** and **Shri Nirmalya Pusti** which was received along with soft copy of the award by the Central Government on 30.06.2026.

[No. Z-16025/04/2026-(IR-M)-78]

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. 24/2023

Date of Passing Order—4th February, 2026

Between :-

1- M/S JK SyStems and Services, At/Po- Barabati, Mandal Street, Balasore-756003.

2- The Estate Manager, Estate Management Unit (EMU), Chandipur, Balasore-756025.

... 1st Party-Managements.

And

1- Shri Nirmalya Pusti, At; Gobardhanpur, Po- Hatasahi, Balasore, Odisha.

...2nd Party-Workman.

Appearances:

None. ... For the 1st Party-Managements.

None. ... For the 2nd Party-Workman.

ORDER

In the present case, a reference was received from the Deputy Chief Labour Commissioner (central), Bhubaneswar. vide order no. 8(20)2020-BIV, dated 10.04.2023 under clause (d) of sub-section (1) and sub-section (2A) of Section 10 of the Industrial Disputes Act, 1947 for adjudication of a dispute, under the following schedule: -

“Whether the alleged termination of the workman Shri Nirmalya Pusti is legal and/or justified? If not what relief, he is entitled to?”

2. In the reference order, the Deputy Chief Labour Commissioner (central), Bhubaneswar. commanded the parties raising the dispute to file statement of claim, complete with relevant documents, list of reliance and witnesses with this Tribunal within 15 days of receipt of the reference order and to forward a copy of such statement of claim to each of the Managements involved in the dispute.

3. Despite directions so given, no statement of claim is received from the 2nd party-Workman.

4. On receipt of the above reference, notice was sent to the 2nd Party-Workman on dated 01.06.2023 and 04.08.2025 for appearance and for filing of statement of claim. Neither the postal article sent to the 2nd Party-Workman, referred to above, was received back nor was it observed by the Tribunal that postal services remained unserved in the period, referred to above. Therefore, every presumption lies in favour of the fact that the above notices were served upon the 2nd Party-Workman. Despite service of the notice, the 2nd Party-Workman opted to abstain away from the proceedings. No claim statement was filed on its behalf. Thus, it is clear that the 2nd Party-Workman is not interested in adjudication of the reference on merits.

5. Since the 2nd Party-Workman has neither filed statement of claim nor has led any evidence so as to prove its case against the Managements, it is presumed that there is no claim of workman against the Managements.

6. In view of such, no claim Order is passed by this Tribunal.

7. Let this order be sent to the appropriate Government, as required under Section 17 of the Industrial Disputes Act, 1947, for publication.

Dictated & Corrected by me.

DINESH KUMAR SINGH, Presiding Officer

नई दिल्ली, 30 जून, 2026

का.आ. 1386.—औद्योगिक विवाद अधिनियम (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार मेसर्स शकुंतला एंटरप्राइजेज के प्रबंधन के संबद्ध नियोजकों और श्री भगवान नायक के बीच अनुबंध में निर्दिष्ट केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, भुवनेश्वर, पंचाट (रिफरेन्स नं.- 65/2023) को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 30.06.2026 को प्राप्त हुआ था।

[सं. जेड-16025/04/2026-आईआर(एम)-79]

सलोनी, उप निदेशक

New Delhi, the 30th June, 2026

S.O. 1386.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (**Reference No. 65/2023**) of the **Central Government Industrial Tribunal cum Labour Court, Bhubaneswar** as shown in the Annexure, in the Industrial dispute between the employers in relation to **M/S Sakuntala Enterprise** and **Shri Bhagban Nayak** which was received along with soft copy of the award by the Central Government on 30.06.2026.

[No. Z-16025/04/2026-(IR-M)-79]

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. 65/2023

Date of Passing Order – 4th February, 2026

Between:

The Proprietor, M/s. Sakuntala Enterprise,
At. Matha Sahi, P.O. Motigarh,
Dist. Balasore. ... 1st Party-Management.
AND

Sri Bhagban Nayak,
S/o. Bidhar Nayak,
At. Raigaon P.O. Kahalia,
P.S. Nilagiri, Dist. Balasore. ... 2nd Party-Workman.

Appearances:

None. ... For the 1st Party-Management.
 None. ... For the 2nd Party-Workman.

ORDER

In the present case, a reference was received from the office of the Deputy Chief Labour Commissioner (Central), Bhubaneswar vide order No. 8(61)/2023-B.II dated 1st September, 2023 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 termination of Shri Bhagaban Nayak without notice and without any terminal benefits is legal, fair & justified? If no, what relief he is entitled to?”

2. In the reference order, the Deputy chief Labour Commissioner (Central), Bhubaneswar commanded the parties raising the dispute to file statement of claim, complete with relevant documents, list of reliance and witnesses with this Tribunal within 15 days of receipt of the reference order and to forward a copy of such statement of claim to each one of the opposite parties involved in the dispute.

3. As per the direction in the schedule of reference the 2nd Party-workman had appeared and filed statement of claim on 01.10.2024 and he has made a prayer his reinstatement in his service with full back wages and other consequential benefits.

4. After filing of the statement of claim before this Tribunal, notice was issued to the Management for appearance but both the Management and the 2nd party-workman remained absent.

As the 2nd Party-workman was not present before the Tribunal after 26.11.2024 and the case was adjourned to 19.02.2025, 23.04.2025, 07.07.2025, 15.09.2025, 19.11.2025 and 27.01.2026 giving reasonable opportunities for his appearance and to proceed with the case, but he opted to abstain away from the proceedings.

5. Since the 2nd Party-workman has neither turned up nor has taken any steps before the Tribunal on different dates it is presumed that the 2nd Party-workman has lost interest in this case.

6. In view of such, no claim Order is passed by this Tribunal.

7. Let this order be sent to the appropriate Government, as required under Section 17 of the Industrial Disputes Act, 1947, for publication.

8. Record is consigned to the record room.

Dictated & Corrected by me.

DINESH KUMAR SINGH, Presiding Officer

नई दिल्ली, 30 जून, 2026

का.आ. 1387.—औद्योगिक विवाद अधिनियम (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार मेसर्स शकुंतला एंटरप्राइजेज के प्रबंधन के संबद्ध नियोजकों और श्री अनंत बारिक के बीच अनुबंध में निर्दिष्ट केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, भुवनेश्वर, पंचाट (रिफरेन्स नं.- 66/2023) को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 30.06.2026 को प्राप्त हुआ था।

[सं. जेड-16025/04/2026-आईआर(एम)-80]

सलोनी, उप निदेशक

New Delhi, the 30th June, 2026

S.O. 1387.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (**Reference No. 66/2023**) of the **Central Government Industrial Tribunal cum Labour Court, Bhubaneswar** as shown in the Annexure, in the Industrial dispute between the employers in relation to **M/S Sakuntala Enterprise** and **Shri Ananta Barik** which was received along with soft copy of the award by the Central Government on 30.06.2026.

[No. Z-16025/04/2026-(IR-M)-80]

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. 66/2023

Date of Passing Order – 4th February, 2026

Between:

The Proprietor, M/s. Sakuntala Enterprise,
At. Matha Sahi, P.O. Motigarh,
Dist. Balasore. ... 1st Party-Management.

(And)

Sri Ananta Barik,
S/o. Late Jagannath Barik,
At. Ladukeswarpur, P.O. Udaypur,
... 2nd Party-Workman.

Appearances:

None. ... For the 1st Party-Management.

None. ... For the 2nd Party-Workman.

ORDER

In the present case, a reference was received from the office of the Deputy Chief Labour Commissioner (Central), Bhubaneswar vide order No. 8(61)/2023-B.II dated 1st September, 2023 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 termination of Shri Ananta Barik without notice and without any terminal benefits is legal, fair & justified? If no, what relief he is entitled to?”

2. In the reference order, the Deputy chief Labour Commissioner (Central), Bhubaneswar commanded the parties raising the dispute to file statement of claim, complete with relevant documents, list of reliance and witnesses with this Tribunal within 15 days of receipt of the reference order and to forward a copy of such statement of claim to each one of the opposite parties involved in the dispute.

3. As per the direction in the schedule of reference the 2nd Party-workman had appeared and filed statement of claim on 01.10.2024 and he has made a prayer his reinstatement in his service with full back wages and other consequential benefits.

4. After filing of the statement of claim before this Tribunal, notice was issued to the Management for appearance but both the Management and the 2nd party-workman remained absent

As the 2nd Party-workman was not present before the Tribunal after 26.11.2024 and the case was adjourned to 19.02.2025, 23.04.2025, 07.07.2025, 15.09.2025, 19.11.2025 and 27.01.2026 giving reasonable opportunities for his appearance and to proceed with the case, but he opted to abstain away from the proceedings.

5. Since the 2nd Party-workman has neither turned up nor has taken any steps before the Tribunal on different dates it is presumed that the 2nd Party-workman has lost interest in this case.

6. In view of such, no claim Order is passed by this Tribunal.

7. Let this order be sent to the appropriate Government, as required under Section 17 of the Industrial Disputes Act, 1947, for publication.

8. Record is consigned to the record room.

Dictated & Corrected by me.

DINESH KUMAR SINGH, Presiding Officer

नई दिल्ली, 30 जून, 2026

का.आ. 1388.—औद्योगिक विवाद अधिनियम (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार मेसर्स अर्चना एंटरप्राइज के प्रबंधन के संबद्ध नियोजकों और श्रीमती तनुश्री खिलार के बीच अनुबंध में निर्दिष्ट केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, भुवनेश्वर, पंचाट (रिफरेन्स नं.- 67/2023) को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 30.06.2026 को प्राप्त हुआ था।

[सं. जेड-16025/04/2026-आईआर(एम)-80]

सलोनी, उप निदेशक

New Delhi, the 30th June, 2026

S.O. 1388.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (**Reference No. 67/2023**) of the **Central Government Industrial Tribunal cum Labour Court, Bhubaneswar** as shown in the Annexure, in the Industrial dispute between the employers in relation to **M/S Archana Enterprise** and **Smt. Tanushree Khilar** which was received along with soft copy of the award by the Central Government on 30.06.2026.

[No. Z-16025/04/2026-(IR-M)-80]

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. 67/2023**Date of Passing Order – 4th Febraury 2026**

Between:

The Proprietor, M/s. Archana Enterprise
Chandipur, Dist. Balasore. ... 1st Party-Management.

AND

Smt. Tanushree Khilar,
W/o. Sridhar Khila, At. Sonapur,
P.O. Chandipur, Dist. Balasore. ... 2nd Party-Work Woman.

Appearances:

None. ... For the 1st Party-Managements.
None. ... For the 2nd Party-Work Woman.

ORDER

In the present case, a reference was received from the office of the Deputy Chief Labour Commissioner (Central), Bhubaneswar vide order No. 8(54)/2023-B.II dated 1st September, 2023 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 termination of Smt. Tanushree Khilar without notice and without any terminal benefits is legal, fair & justified? If no, what relief he is entitled to?”

2. In the reference order, the Deputy chief Labour Commissioner (Central), Bhubaneswar commanded the parties raising the dispute to file statement of claim, complete with relevant documents, list of reliance and witnesses with this Tribunal within 15 days of receipt of the reference order and to forward a copy of such statement of claim to each one of the opposite parties involved in the dispute.

3. As per the direction in the schedule of reference the 2nd Party-work woman had appeared and filed statement of claim on 01.10.2024 and he has made a prayer his reinstatement in his service with full back wages and other consequential benefits.

4. After filing of the statement of claim before this Tribunal, notice was issued to the Management for appearance but both the Management and the 2nd party-work woman remained absent.

As the 2nd Party-work woman was not present before the Tribunal after 26.11.2024 and the case was adjourned to 19.02.2025, 23.04.2025, 07.07.2025, 15.09.2025, 19.11.2025 and 27.01.2026 giving reasonable opportunities for his appearance and to proceed with the case, but he opted to abstain away from the proceedings.

5. Since the 2nd Party-work woman has neither turned up nor has taken any steps before the Tribunal on different dates it is presumed that the 2nd Party-workman has lost interest in this case.

6. In view of such, no claim Order is passed by this Tribunal.

7. Let this order be sent to the appropriate Government, as required under Section 17 of the Industrial Disputes Act, 1947, for publication.

8. Record is consigned to the record room.

Dictated & Corrected by me.

DINESH KUMAR SINGH, Presiding Officer

नई दिल्ली, 30 जून, 2026

का.आ. 1389.—औद्योगिक विवाद अधिनियम (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार मेसर्स सकुंतला एंटरप्राइज के प्रबंधन के संबद्ध नियोजकों और श्री भास्कर बारिक के बीच अनुबंध में निर्दिष्ट केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, भुवनेश्वर, पंचाट (रिफरेन्स नं.- 69/2023) को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 30.06.2026 को प्राप्त हुआ था।

[सं. जेड-16025/04/2026-आईआर(एम)-82]

सलोनी, उप निदेशक

New Delhi, the 30th June, 2026

S.O. 1389.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Reference No. 69/2023) of the **Central Government Industrial Tribunal cum Labour Court, Bhubaneswar** as shown in the Annexure, in the Industrial dispute between the employers in relation to **M/S Sakuntala Enterprise** and **Sri Bhaskar Barik** which was received along with soft copy of the award by the Central Government on 30.06.2026.

[No. Z-16025/04/2026-(IR-M)-82]

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. 69/2023

Date of Passing Order – 4th February, 2026

Between:

The Proprietor, M/s. Sakuntala Enterprise,
At. Matha Sahi, P.O. Motigarh,
Dist. Balasore. ... 1st Party-Management.

AND

Sri Bhaskar Barik
S/o. Late Jagannath Barik,
At. Ladukeswarpur, P.O. Udaypur,
Dist. Nayagarh, Pin – 752 069 ... 2nd Party-Workman.

Appearances:

None. ... For the 1st Party-Management.
None. ... For the 2nd Party-Workman.

ORDER

In the present case, a reference was received from the office of the Deputy Chief Labour Commissioner (Central), Bhubaneswar vide order No. 8(53)/2023-B.II dated 1st September, 2023 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 termination of Shri Bhaskar Barik without notice and without any terminal benefits is legal, fair & justified? If no, what relief he is entitled to?”

2. In the reference order, the Deputy chief Labour Commissioner (Central), Bhubaneswar commanded the parties raising the dispute to file statement of claim, complete with relevant documents, list of reliance and witnesses with this Tribunal within 15 days of receipt of the reference order and to forward a copy of such statement of claim to each one of the opposite parties involved in the dispute.

3. As per the direction in the schedule of reference the 2nd Party-workman had appeared and filed statement of claim on 01.10.2024 and he has made a prayer his reinstatement in his service with full back wages and other consequential benefits.

4. After filing of the statement of claim before this Tribunal, notice was issued to the Management for appearance but both the Management and the 2nd party-workman remained absent.

As the 2nd Party-workman was not present before the Tribunal after 26.11.2024 and the case was adjourned to 19.02.2025, 23.04.2025, 07.07.2025, 15.09.2025, 19.11.2025 and 27.01.2026 giving reasonable opportunities for his appearance and to proceed with the case, but he opted to abstain away from the proceedings.

5. Since the 2nd Party-workman has neither turned up nor has taken any steps before the Tribunal on different dates it is presumed that the 2nd Party-workman has lost interest in this case.

6. In view of such, no claim Order is passed by this Tribunal.

7. Let this order be sent to the appropriate Government, as required under Section 17 of the Industrial Disputes Act, 1947, for publication.

8. Record is consigned to the record room.

Dictated & Corrected by me.

DINESH KUMAR SINGH, Presiding Officer

नई दिल्ली, 30 जून, 2026

का.आ. 1390.—औद्योगिक विवाद अधिनियम (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार बोकारो स्टील प्लांट के प्रबंधन के संबद्ध नियोजकों और उसके कर्मचारी के बीच अनुबंध में निर्दिष्ट केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय-1, धनबाद, पंचाट (रिफरेन्स न.- 37/2012) को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 30.06.2026 को प्राप्त हुआ था।

[सं. एल-29011/7/2012-आईआर(एम)]

सलोनी, उप निदेशक

New Delhi, the 30th June, 2026

S.O. 1390.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (**Reference No. 37/2012**) 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 **Bokaro Steel Plant** and **Their Workmen** which was received along with soft copy of the award by the Central Government on 30.06.2026.

[No. L-29011/7/2012-(IR-M)]

SALONI, Dy. Director

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO.1, DHANBAD

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

Reference Case No. 37/2012

Parties:

Employers in relation to the management of Ferro Scrap Nigam Ltd.,

Bokaro Steel Plant, Bokaro Steel City, Bokaro

AND

Their Workmen

Present: **Shri Sachindra Kumar Pandey**

Presiding Officer

Appearances:

For the Employers :-Sri S.N. Ghosh, Ld. Advocate

For the workmen :-Sri K.K. Mishra, Ld. Advocate

State : Jharkhand.

Industry:-Steel

Dated 04/05/2026

AWARD

In exercise of powers conferred under clause (d) of sub-section (1) and sub –section (2A) of Section 10 of the Industrial Disputes Act, 1947 (14 of 1947) Government Of India through the Ministry of Labour, vide its Order No.L-29011/7/2012-IR(M) dated 04/06/2012 has been pleased to refer the following dispute between the employer i.e. management of Ferro Scrap Nigam Ltd., Bokaro Steel Plant, Bokaro Steel City, Bokaro and their workman through General Secretary, Jharkhand KrantikariMazdoor Union, Bokaro Steel City, Bokaro for adjudication by this Tribunal:

SCHEDULE

“Whether the action of the management of Ferro Scrap Nigam Limited, Bokaro as Principal Employer in not facilitating the payment of wages to the contract workers engaged in regular maintenance jobs of the company through contractor at the rate of minimum of scale of Group-D regular khalasi working in the company is legal and justified? What relief the concerned workmen are entitled to?”

List of workmen
फेरो स्क्रेप निगम लिमिटेड
(प्रदिप इंटरप्राइजेज)

क्र.सं.	नाम	पिता का नाम	पदनाम	जन्म तिथि	कार्य की अवधि	पता		पी०एफ० कोड नं०	शैक्षणिक योग्यता	मूल्य वेतन रू०	कार्य की प्रकृति
						स्थायी	वर्तमान				
01	अरविन्द कंडुलना	अम्बरूस कंडुलना	यु.एस.डब्लु	18.07.1986	06.05.2011	ग्राम-जयपुर, पो.- जयपुर, थाना-रानियां, जिला-खूंटी, झारखंड	सेक्टर 9सी, क्वा न. 1391, बी रोड, बोकारो स्टील सिटी, बोकारो झारखंड		मैट्रिक	4160	मेन्टेनेन्स - मशीन वर्क, एच एम मशीन, डम्पर, पोकलेन, क्रेन, डोजर, लोडर, टायर, रिपेयरिंग, कार्य उत्पादन से जुड़ा हुआ है।
02	नरेंद्र प्रसाद	श्री सुखदेव राम	यु.एस.डब्लु	25.02.1980	06.05.2011	ग्राम-रामाबांध, पो.- औरंगाबाद, थाना- औरंगाबाद, जिला- औरंगाबाद, (बिहार)	सेक्टर 8/डी, क्वा न. 3215, बोकारो स्टील सिटी, बोकारो झारखंड		स्नातक	4160	
03	सरोज कुमार	श्री जगलाल राम	यु.एस.डब्लु	15.08.1986	06.05.2011	ग्राम-इसाही, थाना-आयर, पोस्ट-बमनियां, जिला- भोजपुर, पिन-802156 बिहार	सेक्टर 9/सी, मकान संख्या -685, स्ट्रीट 22, बोकारो स्टील सिटी, बोकारो, झारखंड, पिन-827009		नन मैट्रिक	4160	
04	राकेश कुमार	अंतर्दामी प्रसाद सिंह	यु.एस.डब्लु	02.05.1978	03.07.2011	रामचुआ, थाना-शम्भुगंज, जिला- बांका बिहार	सेक्टर 11 डी क्वा न.-1184 जिला- बोकारो झारखंड		मैट्रिक	4160	

05	अमरजीत कुमार	श्री विश्वनाथ प्रसाद	यु.एस.डब्लु	05.11.1982	31.06.2011 से 31.03.2012 तक	ग्रामपो.- बरीशवन थाना- शाहपुर, जिला-भोजपुर बिहार	मोहन पान दुकान, (आजाद नगर), पो.- सिवनडीह, थाना- माराफारी जिला- बोकारो झारखंड		नन मैट्रिक	4160	मेन्टेनेन्स - मशीन वर्क, एच एम मशीन, डम्पर, पोकलेन,
06	शिवमुरत प्रसाद	श्री मुरलीधर प्रसाद	यु.एस.डब्लु	04.01.1975	31.06.2011 से 31.03.2012 तक	ग्राम-केकड़ा, पो.-पुपुरा, जिला-कैमुर भभुआ, बिहार	सेक्टर-12/सी ब्ला नं.- 4061 जिला-बोकारो झारखंड।		इन्टर	4160	क्रेन, डोजर, लोडर, टायर, रिपेयरिंग, कार्य
07	विजय कुमार वर्मा	स्व. डी. पी. वर्मा	यु.एस.डब्लु	04.03.1980	31.07.2011 से 31.03.2012 तक	ग्राम-मुजफरपुर, पो.-मीट, जिला-मुजफरपुर, बिहार	सेक्टर-2, बोकारो स्टील सिटी, बोकारो, झारखंड		इन्टर	4160	उत्पादन से जुड़ा हुआ है।
08	शाह आलम खान	मो. शहीद आलम खान	यु.एस.डब्लु	20.02.1980	31.07.2011 से 31.03.2012 तक	ग्राम-आलमगंज मिल्लत कॉलोनी, थाना-गायघाट, जिला-पटना बिहार	मोहन पान दुकान, (आजाद नगर), पो.- सिवनडीह, थाना- माराफारी जिला- बोकारो झारखंड		आठवाँ पास	4160	
09	उमेश कुमार	स्व. राम बचन राम	यु.एस.डब्लु	15.01.1982	31.07.2011 से 31.03.2012 तक	ग्राम-कुजी, पो.-सियावक, थाना-बाघेला, जिला- रोहतास, बिहार	मोहन पान दुकान, (आजाद नगर), पो.- सिवनडीह, थाना- माराफारी जिला- बोकारो झारखंड		नन मैट्रिक	4160	
10	राम गोलाम राय	श्री रामधारी राय	यु.एस.डब्लु	06.01.1973	15.06.2011 से 31.03.2012 तक	ग्राम+पो.-कल्याणपुर, भाया- दलसराय, जिला-समस्तीपुर बांका, बिहार	सेक्टर-4, क्वाटर नं.- 2-146, स्ट्रीट-7 जिला-बोकारो झारखंड		इन्टर	4160	

11	मुकुंद साह	अनन्त राम	यु.एस.डब्लु	12.08.1986	15.06.2011 से 31.03.2012 तक	ग्राम-पोरीडील, थाना-किंजर रोड, जिला-जहानाबाद, अरवल, बिहार	सेक्टर-4 बी गुमला कॉलोनी नियर ऑफ डीसी ऑफिस, जिला-बोकारो, झारखंड		मैट्रिक	4160	मेन्टेनेन्स - मशीन वर्क, एच एम मशीन, डम्पर, पोकलेन, क्रेन, डोजर, लोडर, टायर, रिपेयरिंग, कार्य उत्पादन से जुड़ा हुआ है।
12	अवधेश कुमार रजक	स्व. रामचन्द्र रजक	यु.एस.डब्लु	03.01.1977	18.06.2011 से 31.03.2012 तक	ग्राम-सोलागीडह, चास, थाना-चास जिला बोकारो	ग्राम-सोलागीडह, चास, थाना-चास जिला बोकारो		बी.ए. पास	4160	
13	सुमेन्द्र प्रसाद	श्री हरि लाल राम	यु.एस.डब्लु	08.08.1988	04.06.2011 से 31.03.2012 तक	ग्राम-दबरिया, पो.+थाना-सुरजपुरा, जिला-रोहतास, बिहार	सेक्टर-9 डी, स्ट्रीट-37, क्वा नं. 964, जिला-बोकारो झारखंड		इन्टर	4160	
14	राजेश कुमार सिंह	स्व. मोलेश्वर प्रसाद सिंह	यु.एस.डब्लु	08.08.1988	01.07.2011 से 31.03.2012 तक	ग्राम-बिसमपुर, पो.-बोमका, जिला-बांका बिहार	सेक्टर-11 डी क्वा. नं.-1184, जिला-बोकारो, झारखंड		इन्टर	4160	
15	गौरीलाल ओहदार	अनुपन ओहदार	यु.एस.डब्लु	14.03.1980	01.06.2011 से 31.03.2012 तक	ग्राम+पो.-बालीडीह, थाना-बालीडीह, जिला-बोकारो	ग्राम+पो.-बालीडीह, थाना-बालीडीह, जिला-बोकारो		मैट्रिक	4160	
16	बिनोद रजक	श्री रोहनी रजक	यु.एस.डब्लु	04.05.1985	01.06.2011 से 31.03.2012 तक	ग्राम+पो.-बालीडीह, थाना-बालीडीह, जिला-बोकारो	ग्राम+पो.-बालीडीह, थाना-बालीडीह, जिला-बोकारो		मैट्रिक	4160	
17	गौतम शर्मा	स्व. पशुपति शर्मा	यु.एस.डब्लु	03.04.1990	01.06.2011 से 31.03.2012 तक	ग्राम-चमशोबाद, पो.-खमारबेन्दी, थाना-चास मुसफ़ील, बोकारो झारखंड	ग्राम-चमशोबाद, पो.-खमारबेन्दी, थाना-चास मुसफ़ील, बोकारो झारखंड		आठवाँ पास	4160	

18	विकास कु. मह्था	श्री योगेश्वर मह्था	यु.एस.डब्लु	12.12.1936	24.04.2011 से 31.03.2012 तक	ग्राम-चमशोबाद, पो.- खमारबेन्दी, थाना-चास मुसफ़ील, बोकारो झारखंड	बियांडा बाजार, बालीडीह, पानी टंकी, पी.एच.सी.पी. कॉलोनी, जिला- बोकारो, झारखंड		नन मैट्रिक	4160	
19	मनोज कु. मह्था	श्री योगेश्वर मह्था	यु.एस.डब्लु	05.11.1988	24.04.2011 से 31.03.2012 तक	ग्राम-चमशोबाद, पो.- खमारबेन्दी, थाना-चास मुसफ़ील, बोकारो झारखंड	बियांडा बाजार, बालीडीह, पानी टंकी, पी.एच.सी.पी. कॉलोनी, जिला- बोकारो, झारखंड		नन मैट्रिक	4160	
20	करमु राय	स्व. कानु राय	यु.एस.डब्लु	31.07.1981	24.04.2011 से 31.03.2012 तक	ग्राम-चमशोबाद, पो.- खमारबेन्दी, थाना-चास मुसफ़ील, बोकारो झारखंड	बियांडा बाजार, बालीडीह, पानी टंकी, पी.एच.सी.पी. कॉलोनी, जिला- बोकारो, झारखंड		नन मैट्रिक	4160	

2 The case of the workmen as per the written statement filed on their behalf is that the management have engaged so many workmen on contract basis but are taking the job of maintenance of machine work, H.M. Machine, Dumper, Crane, Dozer, Loader, Tyre repairing and other jobs related to the production of the company. While many regular workmen had retired the management has filled up those posts through the contractor and taking the work of regular nature of maintenance and production. The contract workers side by side work with them i.e. the regular workmen or to say, regular works are being taken from the contractor workers also. Though the contractor workers have been appointed by the contractor but the attendance of the contract workers are being taken by the officers of the management. The contractor does not take the attendance. The supervision of the work and helping the contract workers in doing the work is done by the officers of the management in all the three shifts. Similarly the control of attendance and leave etc. are done by the officers of the management. The contractor in the whole month never comes to see their workers as to what work they are doing. Moreover, the contractor has no knowledge of the technical knowhow the essential work of the machine as stated above. The gate passes to the contractor workers are issued by the management. The conciliation failed due to stubborn attitude of the management accepting this case and not accepting the demand of the union for paying the wages to the contractor workers engaged in regular maintenance of job of the company at the rate of minimum scale of Group-D regular khalasi. The contractor workers have been interposed in this case. They produce ultimate result for the establishment and contract is mere ruse/camouflage so as to deprive the workers of the benefit thereunder. On 15.09.2011, Junior Manager (P&A) of the company vide its no. FBK/2298/2011 issued a notice that the principal employer will pay those contractor workers who have worked with the contractor M/s. Manish Enterprises and they were directed to collect full and final settlement from the principal employer and accordingly 22 workers named in the notice have been paid full and final payment. The management of FSNL are principal employer for the contractors as such the contractors are bound to pay the wages to the contract workers engaged in regular maintenance job of the company through the contractor as given to the Group-D regular khalasi and those whose services have been terminated by the management after giving full and final settlement without meeting the provisions of law should be taken back by the management in service and at last it was prayed to answer the reference in favour of the union and direct the management to implement the law which have been violated by them.

3. On the other hand the case of the management as per the written statement filed in his behalf is that the order of reference is bad in law. The said order appears to have been issued by the appropriate government on the basis of the industrial dispute purported to have been raised by the Jharkhand Krantikari Mazdoor Union vide their letter dated 14.03.2011 whereas the union does not have the locus standi to raise an industrial dispute in this case. Before raising the industrial dispute the union did not raise any demand before the management and it was only after the issuance of notice by the Conciliation Officer, the management came to know about the same. The union representing the Contract Labour has given a wrong and misleading account of the nature of the works performed by the contract labour working under the contractors engaged by the management and the demand for payment of wages to them at the rate of wages payable in the regular khalasi also misconceived. In course of conciliation proceedings the management did bring to the notice of the Conciliation Officer all relevant records and information indicating that there was no merit in the alleged dispute raised by the union. There has been no employer-employee relationship between the management and the concerned workmen and therefore the question of there being any industrial dispute between them does not arise. In the text of the reference the management of Ferro Scrap Nigam Ltd., Bokaro has been mentioned as the principal employer when as a matter of fact, the management has itself only been a contractor in relation to the establishment of Steel Authority of India Ltd., Bokaro Steel Plant at Bokaro Steel City and so the order of reference stands vitiated. The management company undertakes to execute the works of collecting and processing of Iron and Steel scraps as also the works of loading and transporting of the said materials to the designated places by dumpers and tippers under various Steel Plants contrary to the public and private sectors as per the Agreements entered with them. The management has also been executing such works for SAIL, Bokaro Steel Plant, Bokaro under terms and conditions of the Agreement entered with them from time to time and for that purpose license under the provisions of the Contract Labour (R&A) Act, 1970 is obtained from the Licensing Officer. The last such Agreement for execution of the works of aforesaid nature entered with SAIL, Bokaro Steel Plant was for a period of 3 years from 01.10.2008 to 30.09.2011. Thereafter the management has been asked to continue the work beyond 30.09.2011 till the finalization of the new agreement vide letter dated 28.09.2011. For the

execution of the said work the management deploys sufficient number of regular employees as also equipment. However maintenance and cleaning of the equipment and machineries, dismantling of tyres of dumpers and other vehicles for repair as and when required. While the deployment of contract labour by the sub-contractor engaged by the management remains exclusively in their domain, the management of Ferro Scrap Nigam Ltd. as per the guideline issued by the Principal Employer i.e. SAIL, Bokaro Steel Plant as also in accordance with the provision of Minimum Wages Act, 1948. It is pertinent to mention here that as the management has been engaged in execution of the contract works, the said works cannot be said to be perennial in nature. So far as the sub-contractors engaged by the management in relation to the execution of the contract by the management is concerned, it is pointed out that they execute the works as and when required for which it would not be expedient to employ whole time/regular workmen. The contract labour do not perform the same or similar work as performed by the regular workmen of the management and as such the question of making payment to the contract labour engaged by the sub-contractor at the minimum scale of regular khalasi does not arise. It is further stated that there has been no regular employee under the management company on the post of khalasi in Group-D as wrongly alleged or in any view of the matter that reference order is not sustainable in law. In the present case the management of Ferro Scrap Nigam Ltd. is not the principal employer and the contract labour are not entitled to the same wages and benefits that are payable to the regular employees and at last it was prayed to reject the reference.

4. A separate rejoinder dated 03.06.2013 has also been filed on behalf of the union to the W/S of the management in which all the grounds and the stands taken by the management has been denied and it has been submitted that the reference is valid and lawful and deserves adjudication by this Tribunal in favour of the workmen.

5. A separate rejoinder has also been filed on behalf of the management to the W/S of the workmen dated 03.06.2013 in which the stands taken by the workmen previously in the statement of claim has been denied and disputed and the stand taken by the management in the W/S has been repeated.

6. **Issue**

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

“Whether the action of the management of Ferro Scrap Nigam Limited, Bokaro as Principal Employer in not facilitating the payment of wages to the contract workers engaged in regular maintenance jobs of the company through contractor at the rate of minimum of scale of Group-D regular khalasi working in the company is legal and justified and what relief the concerned workmen are entitled to?”

7. In support of his case the union has examined WW-1 Ramjee Singh.

8. The union has submitted the following documentary evidence:

Exhibit W-1 – Photo Copy of Notice dated 15.09.2011

Exhibit W-2 Series – Original Copy of Log Book dated 16.10.2012 for A and B Shift.

Exhibit W-2/1 Series – Copy of Log Book dated 13.09.2013 etc.

Exhibit W-3 – Letter dated 14.03.2011 of the Union Joint Secretary written to the Regional Labour Commissioner (Central), Dhanbad

Exhibit W-4 – Letter of DGM dated 03/24.08.2011.

Exhibit W-5 – Certified Standing Order of FSNL.

Exhibit W-6 Series – Letter dated 16.12.2013 of the AGM.

9. In support of its case the management has examined MW-1 Lalit Ranjan Purohit.

10. The management has also submitted the following documentary evidence:

Exhibit M-1 – Copy of document showing nature of work performed by the employees of FSNL

Exhibit M-2 Series – Copy of Muster Roll for the month of September 2010

Exhibit M-3 Series – Copy of Muster Roll for the month May 2012 to March 2013

Exhibit M-4 – Details of jobs involved in the maintenance of FSNL Equipment.

Exhibit M-5 – List of Contract Labour

Exhibit M-6 Series – Muster Roll of Contract Labour

Exhibit M-7 Series – Purchase Work Order

Exhibit M-8 and M-8/1 – Photo copies of notices

Exhibit M-9 and M-9/1 – License issue letter

Exhibit M-10, M-10/1 and M-10/2- Agreement Letter dated 22.01.2010, 27.02.2013, 13.03.2013 and 18.11.14

Exhibit M-11 Series – Purchase Work Orders

Exhibit M-12 Series – Photo Copy of IOC dated 21.07.2005

Exhibit M-13 Series – Photo Copy of Circular dated 16.11.2011

Exhibit M-14 Series – Muster Roll relating to the Contract Labour deployed by M/s. Pradip Enterprises Construction.

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

12. The Ld. Counsel on behalf of the workmen has submitted that the management has engaged the workmen on contract basis and have deployed them and taking the job of maintenance of machine work, H.M. Machine, Dumper, Crane, Dozer, Loader, Tyre repairing and other jobs related to the production of the company who are doing the work regularly at par with the regular workmen and they are working under the direct control and supervision of the management though appointed by the contractor but the management is not making them payment equal to that of the minimum pay scale of Group-D regular khalasi and prayed to allow the case of the workmen and pass award in their favour.

13. On the other hand the Ld. Counsel of the management has submitted that the concerned workmen are the contractor employees and there is no relationship of employer and employee between the management as well as the workmen. The Dumpers, Tippers that are being run in the Bokaro Steel Plant require maintenance from time to time which are done by the trained and skilled technician of the company and some other maintenance work regarding the cleanliness of the machine, dismantling dumper and tippers tyres and after repairing the work of installing them are given to the contractors which are done by them through the unskilled labourers/contractor employees. The concerned workmen have been appointed by the contractors and the nature of the work of the regular employees as well as that of the contract employees are different and there is no post of khalasi in Group-D nor anyone is working on that post and therefore the demand of the contractors workmen are not justified and prayed to reject the reference as they are entitled to the minimum wages that are given to the contractor employees by the management.

14. Now as regards the oral evidence on behalf of the workmen, WW-1 Ramjee Singh has deposed that since July 2003 he was working as U.S.W. under the contractor Manish Enterprises in the Ferro Scrap Nigam Ltd. as contract employee. He was deployed at the Crusher Unit of Ferro Scrap Nigam Ltd. He has also got driving license for H.M.V. and despite working on the post of the U.S.W, the management was taking the work of Dumper Driver from him and besides that he also worked in the maintenance work of Dumper, Crane, Dozer, Loader and Tyre repairing. The work that was being done by the contractor employees was of perennial nature and this witness as well as other contract workers were equally working with the permanent employees of the company and their work were also supervised and inspected by the officers of the company but when the contract labourers demanded Grade-D wages

equally to the permanent employee, he was removed from the job on 31st March 2011. His name is also listed on Serial No. 5 of the notice dated 15.09.2011 for full and final payment but he was not given the same. In cross-examination he has admitted that the Scrap Ltd. collect the scrap from the plant, process it and supplies to the BSL and outside but he cannot show any paper of the same. The FSL has its own employees and machineries. FSL was a contractor of BSL previously whose name was Manish Enterprises and its work ended on 31.03.2011 and they were terminated and no final settlement was made.

15. As regards the documentary evidence **Exhibit W-1** is the notice dated 15.09.2011 for full and final payment to the 22 contractors employee issued by the Senior Manager (P&R). **Exhibit W-2 Series** contains 4 pages and it is Log Book for A and B Shift dated 16.10.2012 which is related to the maintenance work. **Exhibit W-2/1 Series** is also the copy of Log Book from different dates. **Exhibit W-3** is the Letter dated 14.03.2011 written by the Joint Secretary of JKMU to the Regional Labour Commissioner (Central), Dhanbad by which the industrial dispute has been raised. **Exhibit W-4** is the letter dated 03/24.08.2011 written by the DGM to the Regional Labour Commissioner (Central) Dhanbad by which it has been stated that all the allegations leveled by the JKMU against the management is totally baseless and wrong as tender is invited and all the contractors employees of the Ferro Scrap Nigam Ltd. are provided the minimum wages and other legal allowances and amenities by the contractors and all the contractors employees are deployed in temporary nature of work and after the period of the contract is over, the dues are ensured to be paid and for the above reasons he has expressed his inability to re-deploy the contract workers and prayed to reject the industrial dispute. **Exhibit W-5** is the Works Standing Orders of the Ferro Scrap Nigam Ltd. employees and **Exhibit W-6 Series** is the letter dated 16.12.2013 which is regarding the request for renewal of the license made by the Asstt. General Manager, Ferro Scrap Nigam Ltd.

16. Now as regards the evidence of the management, MW-1 Lalit Ranjan Purohit who was posted as Incharge/Management of Ferro Scrap Nigam Ltd. has deposed that the management company which is government of India undertaking, undertakes to execute the work of collecting and processing the Iron and Steel scraps as also the work of loading and transporting of the said materials to the designated places by dumpers and tippers under various steel plants. The management has been executing such works for SAIL Bokaro Steel Plant on the terms and conditions of the agreements entered with them from time to time. Two such agreements dated 22.01.10 and 27.02.13 were entered into. For execution of the said agreements the management company runs several dumpers and tipper in the Bokaro Steel Plant which require maintenance and repairing from time to time that are done by the trained and skilled technician of the company and some other maintenance work such as the cleanliness of the machine, dismantling dumper and tippers tyres and after repairing, the work of installing them are given to the contractors which are done by the contractor through the unskilled labourers. He has also submitted photocopies of work orders dated 29.05.10 and 26.05.11 and dated 6.06.12, 22.04.13 and 14.02.14 to the contractors M/s Manish Enterprises and M/s Pradeep Enterprises construction and M/s. Bhola Construction. The nature of the work of the regular employees of the management as well as that of the contract employees are different and there is no post of khalasi in Group-D nor anyone is working on that post. The appointment of the contractors labour, supervision of their work, marking attendance and payment of wages have been their own responsibility. The management company's sub contractors pay the minimum wages as prescribed by the government, to their labourers. In cross-examination he has stated that they entered into agreement for 3 years for taking of work of BSL. They also take manpower from the sub-contractor and the work of the manpower is checked by them. After taking permission from the BSL they take the manpower from the sub-contractor.

17. Now as regards the documentary evidence, **Exhibit M-1 Series** are the statement showing the categories of the workmen as well as the nature of work performed by employee of FSNL that contains 18 types of different nature of workmen. **Exhibit M-2 Series** are the Muster Roll of September 2010 in relation to the contract labour engaged by the sub-contractor M/s. Manish Enterprises that contains the names of the labourers. **Exhibit M-3 Series** are the copy of Muster Roll for the month of May 2012 to March 2013 of the contractors workmen engaged by the sub-contractor M/s. Bhola Construction which contains challans as well as the statement of the EPF and ESI deduction. **Exhibit M-4** is the list of detailed nature of job done by the regular employees of FSNL vis-à-vis contractor employees. It has categorized the periodic maintenance of Engine Transmission, Final Drive, Greasing etc. related to

maintenance of FSNL Equipments, Replacement of Failed Sub Assemblies, Minor Repair, Repairing of Dump Body etc. **Exhibit M-5** is the list of contract labourers filed by the JKMU, Final Settlement made by Manish Enterprises, Pradeep Enterprises, Bhola Construction etc. **Exhibit M-6 Series** are the list of Muster Roll. **Exhibit M-7 Series** are the photo copies of the Purchase work order by contractor Bhola construction dated 14.02.2014 for supply to the FSNL. **Exhibit M-8 and M-8/1** are the photo copies of notices dated 3rd August and 9th December 2011 issued by the RLC (C), Dhanbad to the DGM Ferro Scrap Nigam Limited for attending the discussion relating to the Industrial Dispute. **Exhibit M-9 Series** are the photo copies of 3 license issued by the Licensing Officer u/s 12(1) of the Contract Labour (R & A) Act, 1970 granted to the M/s. F.S.N.L, Bokaro Steel City. **Exhibit M-10** is the Photo copy of Agreement dated 22.01.2010 entered into between the Steel Authority of India Ltd., Bokaro Steel City as first party and FSNL as the second party which also contains the General Provisions regarding the supply of store services and facilities etc. from 1st October 2008 to 30.09.2011 and may continue at provisional last working rates with the permission of ED(W), BSL till finalization of new agreement. It also contains Schedule-I which has elaborately mentioned regarding the work done by the concerned contractor workers as well as Schedule-II which is related to the service charge escalation. **Exhibit M-10/1** is the agreement dated 27.02.2013 and its period of agreement is from 1st October 2011 to 31.03.2013 and rest of the terms and conditions are just the same. **Exhibit M-10/2 is agreement letter** dated 13.03.13. **Exhibit M-10/3** is the agreement dated 18/11/2014 between the same parties for the period 01.04.2013 to 31.03.2016 and all the other terms and conditions are just the same. **Exhibit M-11 Series** are the photo copies of purchase work order dated 06.06.2012, 22.04.2013 issued to the M/s. Bhola Construction and to work orders dated 29.05.2010 and 26.05.2011 to the M/s. Manish Enterprises and Pradeep Enterprises. **Exhibit M-12 Series** are the confidential letter dated 21.07.2005 issued by M.K. Bundela CPM (P/W)-CLC to the Assistant General Manager In-charge contract cell regarding revision of rates of wages and allowances for contract workers. **Exhibit M-13 Series** are the photo copies of Circular dated 16.11.2011 and 02.11.2012 issued by SAIL regarding range of wage per day and amount of VDA per day. **Exhibit M-14 Series** are the copies of Muster Roll related to the contract labour deployed by M/s. Pradeep Enterprises Construction from May 2011 to November 2011 as well as photo copies of attendance sheet of the same.

18. Admittedly the concerned workmen are the contractor workmen as is also evident from the oral evidence of WW1, MW 1 as well as Ext. M-2, M-3, M-6 and M-14 (copies of muster roll) as also the schedule of the Reference order.

Exhibit M-10, M-10/1 and M 10/3 which are the copies of Agreement dated 22.01.2010, 27.02.13 and 18.11.14 make it clear that agreement is entered into between Steel Authority of India Ltd., Bokaro Steel Plant as the first party and FSNL as the second party for the different periods and the agreement also mentions that the second party shall perform the work of handling and processing of Steel Skull/Scrap and loading the same into the second party's dumpers/tippers and transport to SMS etc. These agreements are for limited periods mentioned therein but these are quite genuine agreements/contracts and work orders have been awarded accordingly.

The evidence on record further establishes that the FSNL gave work orders (Ext. M-7 and M-11 series) to the sub contractors namely M/s Manish enterprises, M/s Pradeep enterprises construction and M/s Bhola construction to execute the work order and thereafter these sub- contractors engaged these concerned contract workers for execution of work ie processing and handling of iron and steel scraps etc.

Now the issue is whether the concerned contractor workers engaged in regular maintenance job of the company through contractor are entitled to the wages at the rate of minimum of scale of Group D regular khalasi working in the company or not?

In this regard the Hon'ble Supreme Court in a recent case reported as 2026 Live Law (SC)38 (Municipal Council, Nandyal vs K. Jayaram & ors) have been pleased to hold that if a contract is genuine, employees engaged through the contractor can not claim equal wages or parity in service benefits with regular employees even if they perform work of a permanent or perennial nature or have rendered long service because there is no direct employer employee relationship with the Principal employer and granting parity in pay to the contract workers would endorse an arbitrary and non

transparent recruitment process undermining public employment rules. If the contract is genuine contract employees are entitled to minimum wages and other statutory benefits as mandated by law.

19. Thus on the basis of above discussions of facts, circumstances and evidence available on record this Tribunal comes to the conclusion that the action of the management of Ferro Scrap Nigam Limited, Bokaro as Principal Employer in not facilitating the payment of wages to the contract workers engaged in regular maintenance jobs of the company through contractor at the rate of minimum of scale of Group-D regular khalasi working in the company is quite legal fully justified and the concerned workmen are not entitled to the wages at the rate of minimum scale of Group-D working in the company. 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, 30 जून, 2026

का.आ. 1391.—औद्योगिक विवाद अधिनियम (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार एडेलवाइस टोकियो लाइफ इंश्योरेंस कंपनी लिमिटेड के प्रबंधन के संबद्ध नियोजकों और श्री पंकज शर्मा के बीच अनुबंध में निर्दिष्ट केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय-2, नई दिल्ली, पंचाट (रिफरेन्स न.- 50/2023) को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 30.06.2026 को प्राप्त हुआ था।

[सं. जेड-16025/04/2026-आईआर(एम)-88]

सलोनी, उप निदेशक

New Delhi, the 30th June, 2026

S.O. 1391.—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-2, New Delhi** as shown in the Annexure, in the Industrial dispute between the employers in relation to **Edelweiss Tokio Life Insurance Co. Ltd.** and **Shri Pankaj Sharma** which was received along with soft copy of the award by the Central Government on 30.06.2026.

[No. Z-16025/04/2026-(IR-M)-88]

SALONI, Dy. Director

ANNEXURE

BEFORE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL – CUM – LABOUR COURT-II, NEW DELHI

I.D. NO. 50/2023

Sh. Pankaj Sharma, S/o Sh. Ghanshyam Sharma,

R/o House No. 69, Near Ambedkar Chaupal, Dheerapur,

Nirankari Colony, New Delhi-110009.

VERSUS

Edelweiss Tokio Life Insurance Co. Ltd.,

M-97, B1 & B2, 07th Floor, Himalaya House,

23, K.G. Marg, New Delhi-110001.

ORDER/AWARD**19.05.2026**

1. This order shall dispose of the two applications filed by the management: one under section 151 of the CPC, seeking recall of the ex-parte order dated 27.02.2024, and the other application under order II Rule 2 of CPC, seeking dismissal of the present claim.

2. Before proceeding further, it is important to mention here that workman has triggered the process of filing the claim after taking recourse to the conciliation proceedings, wherein the matter could not be resolved. Consequently, Sh. Santosh Kumar, Assistant Commissioner (C), Delhi-II, submitted a failure report at the insistence of the claimant, who want to discontinue the conciliation process. Notice to the management was issued on 25.04.2023, Sh. C.P Malviya, Chief Manager appeared on behalf of the management. Thereafter, despite opportunities, the management failed to appear and he was proceeded ex-parte vide order dated 27.02.2024. Ex-parte evidence was filed. Workman evidence was closed on 16.07.2024. In between Legal Aid Counsel of the claimant had filed the application for filing additional affidavit of the claimant. Considering the fact that the management had appeared only once through its Chief Manager, this Tribunal thought fit to issue the notice to the management. Pursuant to the said notice, Advocate Sh. Ronakjeet Singh appeared on behalf of the management on 30.04.2025. He was given the copy of the claim statement. On the next date of hearing, the above said applications were filed by the management.

3. In the aforesaid circumstances, both applications are being taken up for disposal, as the claimant has filed replies thereto and arguments have been heard on both the applications. Claimants has filed the reply to the first application, stating that application is not maintainable and deserves to be rejected at the threshold, as management has not given any reason for their non-appearance. In para no. 5, claimant admitted to have filed the two applications by invoking two different jurisdictions: one is under section 33C (2) of the **Industrial Disputes Act, 1947 (hereinafter referred to as “the Act”)** and the present proceedings under section 2A of the Act.

4. Considering the fact that the claimant has filed two application, one has been filed under section 33C (2) of the Act before the State Labour Court for calculation of their unpaid wages and the other has been filed under section 2A of the Act before this Tribunal seeking reinstatement with full back wages, application for setting aside of the ex-parte order 27.02.2024 deserves to be allowed, firstly, because the respondent has put his appearance only once and it is the Tribunal who had issued notice to appear upon filing of the application of the claimant for placing on record the additional affidavit. Secondly, it is also possible that the management was under confusion due to the pendency of two cases arising out of the same cause of action. Accordingly, the application under section 151 of CPC is allowed. The ex-parte order dated 27.02.2024 is hereby **recalled and set-aside**.

5. Now, I take up the another application filed by the management under order II rule 2 of the Code of Civil Procedure, 1908, whereby he has made prayer that the claim be dismissed, because the claimant had not included whole of the claim which he is entitled to make in respect to the same cause of action. He has stated that the claimant has filed another industrial dispute on 22.10.2022 vide **LCA No. 1184/2022, titled Pankaj Sharma vs. Edelweiss Tokio Life Insurance Co. before the Court of Sh. Joginder Prakash Nahar, Presiding Officer, Labour Court, Central Delhi** on the similar cause of action in respect of present dispute. As such, he submitted that the claim be dismissed.

6. Claimant has filed the reply to the above said application. He had stated that, present application is not maintainable and deserves to be rejected at the threshold. He submitted that there are two separate causes of actions, which are not at all related with each other. He submitted that he has challenged illegal termination before this Tribunal and has also challenged non-payment of salary as per the terms of contract before Ld. POLC-IX, thus having a separate cause of action. According to him, Section 33C of the Act is concerned with the financial recovery or benefit due from the employer, while the present claim is filed under section 2A of the Act.

7. I have gone through the record of this case. Before proceeding further order II Rule 2 of the CPC is required to be reproduced herein:

Order II Rule 2 of the CPC, 1908-**2. Suit to include the whole claim.-**

1. *Every suit shall include the whole of the claim which the plaintiff is entitled to make in respect of the cause of action; but a plaintiff may relinquish any portion of his claim in order to bring the suit within the jurisdiction of any Court.*
2. *Relinquishment of part of claim.-Where a plaintiff omits to sue in respect of, or intentionally relinquishes, any portion of his claim he shall not afterwards sue in respect of the portion of his claim he shall not afterwards sue in respect of this portion so omitted or relinquished.*
3. *Omission to sue for one of several reliefs.-A person entitled to more than one relief in respect of the same cause of action may sue for all or any of such reliefs; but if he omits, except with the leave of the Court, to sue for all such reliefs, he shall not afterwards sue for any relief so omitted.*

Explanation.-For the purposes of this rule an obligation and a collateral security for its performance and successive claims arising under the same obligation shall be deemed respectively to constitute but one cause of action.

8. It is also important to go through the Ex. WW1/3, which the claimant has exhibited this document at the time of ex-parte argument. He had made prayer about short salary as well as reinstatement.

9. It appears that workman has split his case one under section 33C (2) of the Act and the other for 2A of the Act. He had also taken the recourse in two different jurisdictions, one under the State Labour Court, where the appropriate government is the Government of NCT of Delhi and the other before this Tribunal. Two jurisdictions cannot be invoked on the same cause of action. It appears that the workman intentionally filed two different claims in two different jurisdictions knowing very well that he has to file both of these cases, if he wants, to this Tribunal, because the claim against insurance company has come within the domain of the Central Government Industrial Tribunal. Moreover, he has to file the whole of the claim in one go, because the demand notice he has claimed the wages which has been unpaid as well as back wages after termination.

10. Order II rule 2 specifically states that if the claimant has foregone one claim, he cannot take another claim. Even, the law of equity is not within the claimant who has not come with clean hand is not entitled to any relief. Claim of the claimant is hit by Order II rule 2 of the CPC because he has filed the claim under section 33C (2) earlier. Hence, application filed by the management under order II rule 2 of the CPC stands allowed. Consequent thereto, claim of the claimant stands dismissed. Award is passed accordingly. A copy of this award is sent to the appropriate government for notification under section 17 of the I.D. Act. Record of this file is consigned to record room.

ATUL KUMR GARG, Presiding Officer

नई दिल्ली, 30 जून, 2026

का.आ. 1392.—औद्योगिक विवाद अधिनियम (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार एयरपोर्ट अथॉरिटी ऑफ़ इंडिया; दिल्ली इंटरनेशनल एयरपोर्ट प्राइवेट लिमिटेड; मेसर्स निंबस हार्बर फैसिलिटी मैनेजमेंट प्राइवेट लिमिटेड के प्रबंधन के संबद्ध नियोजकों और श्रीमती सीमा, श्रीमती सरोज और श्रीमती सीमा (हिंदुस्तान इंजीनियरिंग एंड जनरल मज़दूर यूनियन के माध्यम से) के बीच अनुबंध में निर्दिष्ट केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय-2, नई दिल्ली, पंचाट (रिफरेंस नं.- 255, 256, 257/2019) को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 30.06.2026 को प्राप्त हुआ था।

[सं. जेड-16025/04/2026-आईआर(एम)-89]

सलोनी, उप निदेशक

New Delhi, the 30th June, 2026

S.O. 1392.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (**Reference No. 255, 256, 257/2019**) of the **Central Government Industrial Tribunal cum Labour Court-2, New Delhi** as shown in the Annexure, in the Industrial dispute between the employers in relation to **Airport Authority of India; Delhi International Airport Pvt. Ltd; M/s Nimbus Harbour Facility Management Pvt. Ltd. and Smt. Seema, Smt. Saroj and Smt. Seema through Hindustan Engineering & General Mazdoor Union** which was received along with soft copy of the award by the Central Government on 30.06.2026.

[No. Z-16025/04/2026-(IR-M)-89]

SALONI, Dy. Director

ANNEXURE

**BEFORE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL – CUM – LABOUR COURT-II,
NEW DELHI**

I.D. NO. 255/2019

Smt. Seema, W/o Sh. Pawan Sharma,

Through- The General Secretary,

Hindustan Engineering & General Mazdoor Union,

Head Office: D-2/24, Sultanpuri, Delhi-110086.

I.D. NO. 256/2019

Smt. Saroj, D/o Sh. Ram Kishan,

Through- The General Secretary,

Hindustan Engineering & General Mazdoor Union,

Head Office: D-2/24, Sultanpuri, Delhi-110086.

I.D. NO. 257/2019

Smt. Seema, W/o Sh. Vijay Singh,

Through- The General Secretary,

Hindustan Engineering & General Mazdoor Union,

Head Office: D-2/24, Sultanpuri, Delhi-110086.

VERSUS

1. Airport Authority of India,

Rajiv Gandhi Bhawan, Safdarjung Airport, New Delhi-110003.

2. The CEO, Delhi International Airport Pvt. Ltd.,

New Uddan Bhawan, Terminal-3, IGI Airport, New Delhi-110037.

3. The Managing Director,

M/s Nimbus Harbour Facility Management Pvt. Ltd.

H-305, Sushant Shopping Arcade, Sushant Lok-01,

Gurgaon-122009.

Item no. 09, 10, & 11

I.D. no. 255/2019, 256/2019 & 257/2019

Dated: 11.05.2026

These are three cases filed by the different workman against the same respondents. Having common respondents and same cause of action, these cases are taken together for purpose of recording the proceedings.

Yesterday, this tribunal had directed the secretary to adjourn the matters en-bloc due to busy schedule. Consequently, these matters were adjourned to 17.08.2026.

However, these files have been taken up at the request of AR for the claimants, Sh. Kailash Jonwal. He submitted that workmen are not in touch with him and requested to pass the no dispute award in these cases.

I have gone through the records of these cases. Before proceeding further, brief facts of these cases are required to be mentioned herein:

Brief facts:

Government of India, Ministry of Labour/ Shram Mantralya has sent the three references in regard to the three workmen dated 18.11.2019 respectively to this tribunal for adjudication. These references have been similarly worded, except their names and their respective dates of termination in the following words:

“Whether the action of the management of M/s Nimbus Harbor Facility Management Service Ltd. (contractor of DIAL) in terminating the services of the workmen namely Smt. Seema W/o Sh. Vijay Singh, w.e.f 26.08.2017, Smt. Seema W/o Sh. Pawan Sharma w.e.f 22.06.2017 & Smt. Saroj D/o Ram Kishan w.e.f 08.03.2017 respectively are just, fair and legal? If not what relief the workmen concerned are entitled to and from which date?”

After receiving the said reference, notices were issued to both the parties. Both parties had appeared. Claimants had filed their claim statement before this tribunal.

Respondent nos. 1 & 2 filed the respective written statements, denying the averments made in the workmen's claim. Respondent no. 3 was proceeded ex-parte vide order dated 18.04.2023. Issues have been framed vide order dated 20.01.2025.

Now, these matters are listed for filing of affidavit of evidence of the workmen. At this stage, **Sh. Kailash Jonwal**, Ld. AR for the claimants submitted that workmen are not in touch with him, and requested that No Dispute Award be according passed in these cases.

In view of the above submission of the AR of the claimants, claims of the claimants stand dismissed. Awards are passed accordingly. A copy of this award is sent to the appropriate government for notification under section under section 17 of the I.D Act, 1947. Records of these files are consigned to record room. A copy of this award is placed in each of the file.

ATUL KUMR GARG, Presiding Officer

नई दिल्ली, 30 जून, 2026

का.आ. 1393.—औद्योगिक विवाद अधिनियम (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार डायल; मेसर्स सेलेबी दिल्ली कार्गो टर्मिनल मैनेजमेंट इंडिया प्राइवेट लिमिटेड; मेसर्स एवन फैसिलिटी मैनेजमेंट सर्विसेज़; मेसर्स यू.डी.एस.कार्गो कॉम्प्लेक्स के प्रबंधन के संबद्ध नियोजकों और एयरपोर्ट एम्प्लॉयीज़ यूनियन के बीच अनुबंध में निर्दिष्ट केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय-2, नई दिल्ली, पंचाट (रिफरेंस नं.- 20/2019) को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 30.06.2026 को प्राप्त हुआ था।

[सं. एल-11011/8/2018-आईआर(एम)]

सलोनी, उप निदेशक

New Delhi, the 30th June, 2026

S.O. 1393.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (**Reference No. 20/2019**) of the **Central Government Industrial Tribunal cum Labour Court-2, New Delhi** as shown in the Annexure, in the Industrial dispute between the employers in relation to **DIAL; M/s CELEBI Delhi Cargo Terminal Mgt. India Pvt. Ltd; M/s Avon Facility Management Services; M/s U.D.S. Cargo Complex and Airport Employees Union** which was received along with soft copy of the award by the Central Government on 30.06.2026.

[No. L-11011/8/2018-(IR-M)]

SALONI, Dy. Director

ANNEXURE

BEFORE CENTRAL GOVERNMENT INDSTRUTRIAL TRIBUNAL – CUM – LABOUR COURT-II, NEW DELHI

I.D. NO. 20/2019

Sh. Hari Om & 24 Ors.

Through- Airport Employees Union, BTR Bhawan,
13-A, Rouse Avenue, New Delhi-110002.

VERSUS

1. The General Manager,
DIAL, New Udaan Bhawan,
Terminal- 3, IGI Airport, New Delhi- 110037.
2. M/s. CELEBI Delhi Cargo Terminal Mgt. India Pvt. Ltd.
Cargo Terminal, IGI Airport, New Delhi- 110037.
3. M/s Avon Facility Management Services,
B1/11th Floor, Mohat Co-Op. Industrial Area,
New Delhi-110044.
4. M/s U.D.S. Cargo Complex,
Sarvnik Bhawan, New Delhi- 110037.

AWARD

23.12.2025

1. 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 and Employment, vide its Order No. **L-11011/8/2018-IR (M) on 10.01.2019** has been pleased to refer the following dispute between the employer that is the Management of **M/s Delhi International Airport Ltd. & Ors. and the workmen** for adjudication by this Tribunal, terms of which are as under:

1. “Whether the demand of Airport Employees Union for reinstatement of the workmen those who terminated by the management no. 4 (M/s U.D.S. Cargo Complex, Sarvnik Bhawan, New Delhi-110037) is just, fair and legal? If not, what relief the workmen concerned are entitled to?”

2. “Whether non-considering of General demands of Airport Employees Union regarding charter of demands of the workmen those who are working with the management no. 4 (M/s U.D.S. Cargo Complex, Sarvnik Bhawan, New Delhi-110037) is just, fair and legal? If not, what relief the workmen concerned are entitled to?”

2. After receiving the said reference, notices were issued to both the parties. All the parties had appeared. Claimants had filed the claim statement before this tribunal.

3. Respondent no. 1, 2 & 3 have filed their respective W.S, stating that claim is liable to be dismissed. Respondent no. 4 has already been proceeded ex-parte vide order dated 13.10.2022.

4. Rejoinder has also been filed by the claimants to the W.S of the managements wherein, they had denied the averments made by the managements and affirmed the averments made in the claim.
5. After completion of pleadings vide order dated 04.12.2024, following issues had been framed:
- As per terms of reference.
 - Relief, if any.
6. Now, this matter is listed for filing of affidavit of evidence of the workmen. Neither the claimants nor their AR has been appearing since long to substantiate their claim.
7. Considering the repeated absence of the claimants, it appears that they are not interested in pursuing the claim. Accordingly, the claim is dismissed for want of prosecution. Award is passed accordingly. A copy of this award is sent to the appropriate government for notification as required under section 17 of the I.D Act, 1947. Record of this file is consigned to record room.

Date : 23.12.2025

ATUL KUMAR GARG, Presiding Officer

नई दिल्ली, 30 जून, 2026

का.आ. 1394.—औद्योगिक विवाद अधिनियम (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार ऑयल एंड नेचुरल गैस कॉर्पोरेशन; ऑयल एंड नेचुरल गैस कॉर्पोरेशन विदेश लिमिटेड; मेसर्स प्रोफेशनल ग्रुप; मेसर्स स्टर्लिंग एंड विल्सन इलेक्ट्रिकल्स (पी) लिमिटेड; मेसर्स वाच डॉग सिक्योरिटी डिटेक्टिव एजेंसी के प्रबंधन के संबद्ध नियोजकों और उसके कर्मचारी के बीच अनुबंध में निर्दिष्ट केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय-2, नई दिल्ली, पंचाट (रिफरेन्स नं.- 10/2003) को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 30.06.2026 को प्राप्त हुआ था।

[सं. एल-30011/81/2002-आईआर(एम)]

सलोनी, उप निदेशक

New Delhi, the 30th June, 2026

S.O. 1394.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (**Reference No. 10/2003**) of the **Central Government Industrial Tribunal cum Labour Court-2, New Delhi** as shown in the Annexure, in the Industrial dispute between the employers in relation to **Oil and Natural Gas Corporation; Oil and Natural Gas Corporation VIDESH LTD; M/s. Professional Group; M/s. Sterling and Wilson Electricals (P) Ltd; M/s Watch Dog Security Detective Agency and Their Workmen** which was received along with soft copy of the award by the Central Government on 30.06.2026.

[No. L-30011/81/2002-(IR-M)]

SALONI, Dy. Director

ANNEXURE**BEFORE CENTRAL GOVT. INDUSTRIAL TRIBUNAL CUM – LABOUR COURT NO. II, NEW DELHI****I.D. No. 10/2003****Sh. Santosh Kumar Sharma and Ors. vs. O.N.G.C.**

S. No.	Name	Father's Name	Address	Current Status
1	Santosh Kumar Sharma	Sh. Hari Nand Sharma	H. No. A-327, Budha Marg, Mandawali, Fazalpur, Delhi-110092	Left
2	Pawan Kumar	Sh. Jagdish Ram Sharma	H. No. 327-A, Budha Marg, Mandawali, Fazalpur, Delhi-110092	Working

3	Laxmi Pati	Sh. Padma Dutt	H. No. 43, East Guru Angad Nagar, Street No. 1, Patparganj, Delhi-110092	Working
4	Rakesh Kumar	Sh. Moti Lal Rajak	T-510/C-82, Baljit Nagar, New Delhi-110008	Working
5	Ravinder Kumar Singh	Sh. Ajmer Singh	Flat No. 69, Pocket C-9, Sector-5, Rohini, Delhi-110085	Left
6	Basant Kumar Rout	Late Sh. Batu Rout	B-1272, Gharoli Dairy Farm, Mayur Vihar Phase-III, Delhi-110096	Working
7	Chandan Singh	Sh. Mohan Singh	S-209, G.K.-II, New Delhi	Retired (30.04.2026)
8	Satish Kumar	Sh. Ram Sarup	S-58, Dashinpuri, Delhi-110062	Left
9	Ram Krishan	Sh. Bali Ram	B-46, Khel Gaon, New Delhi-110049	Deceased (23.09.2011)
10	Harish Kumar	Sh. Shambu Ram	B-44, Khel Gaon, New Delhi-110049	Deceased (27.03.2024)
11	Prakash Chand	Sh. Ani Ram	J-21, Saket, New Delhi	Deceased (23.08.2014)
12	Ramesh Chand	Sh. Ani Ram	K-33, Green Park, New Delhi-110016	Retired (31.10.2025)
13	Karan Singh	Sh. Masi Charan	5/404, Khichripur, Delhi-110092	Working
14	Rajinder Kumar	Sh. Fhakar Chand	10/82, Trilok Puri, Delhi-110092	Deceased
15	Karan Veer	Sh. Kewal Kishan	BT-8, Baljit Nagar, New Delhi-110008	Retired (31.03.2025)
16	Sumeer Singh	Sh. Bhool Singh	101, Todarmal Colony, Nazafgarh, Delhi	Retired (31.10.2019)
17	Harsh Pal	Sh. Vijay Singh	E-48, Sangam Park, Makanpur, Noida (U.P.)	Working
18	Bachitter Singh	Sh. Durga Das	H. No. 871, Sector-2, R.K. Puram, New Delhi	Left
19	Hem Raj	Sh. Inder Ram	C-165, Sector-C, Albat Square, Gole Market, New Delhi-110001	Retired (31.03.2025)
20	Shambu Dyal	Sh. Shyo Lal	C-32-A, Udyan Marg, Gole Market, New Delhi-110001	Retired (28.02.2025)
21	Pan Singh	Sh. Jawahar Singh	56-A, West Vinod Nagar, Gali No.3, Delhi-110092	Deceased (14.07.2021)
22	Rajiv Singh	Sh. Tilak Singh	B-29, Mandakini Apartment, Garhwal Housing, Pitampura, Delhi-110034	Working
23	Gopal Jee	Sh. Muni Lal	Block No. 81-A-1, Railway Colony, Tugalakabad, Badarpur, New Delhi-110044	Retired
24	P.K. Kutti	Sh. P. Karuppan	H-5, Shahpur Jat, New Delhi	Working
25	Dandu Ram Bhatia	Sh. Sheer Singh	M-11, Railway Colony, Vasant Lane, Paharganj, New Delhi-110001	Retired
26	Dev Nath Chaudhary	Sh. Ram Vilas Chaudhary	H. No. 678, Sector-19, Faridabad (Haryana)	Retired (31.05.2022)
27	Babu Lal	Sh. Nand Lal	E-764, Ali Vihar, Badarpur, New Delhi-110044	Working
28	Daya Ram Bhatta	Sh. Om Nath Bhatta	47, Pitampura Village, Pitampura, Delhi-110034	Working

29	Ranvir Singh Rawat	Sh. Nagta Singh Rawat	E-290, MCD Colony, Azadpur, Delhi-110033	Working
30	Venkatesh Narayan Ojha	Sh. Tripti Nath Ojha	Qtr. No. S-61, Pandav Nagar, Mother Dairy, Delhi-110092	Working
31	Sri Ram Giri	Late Sh. Jagnarayan Singh	513, Hind Vihar, Prem Nagar-III, Nangloi, Delhi-110041	Working
32	Murari Lal	Sh. Ram Chand	S-83/57, Begumpur Juggi, Malviya Nagar, New Delhi-110017	Retired (31.03.2023)
33	Chandra Shekhar Azad	Sh. Naterapal Singh Azad	H. No. B-46, Prakash Nagar, Khora Colony, Noida (U.P.)	Retired (30.06.2023)
34	Semrender Singh	Sh. Munna Prasad Singh	270, Block-4, Prakash Nagar, Khora Colony, Noida (U.P.)	Working
35	Phool Singh Meena	Sh. Bhagwan Singh Meena	C-15, Parvana Apartment, Mayur Vihar Phase-II, New Delhi	Deceased (23.02.2017)
36	Sujit Kumar	Late Sh. Basist Tiwari	WZ-549A, Naraina Gaon, New Delhi-110028	Working
37	Prem Pal	Sh. Cheadami Lal	35/489, Trilokpuri, Delhi-110091	Deceased (24.04.2023)
38	Rajesh Kumar	—	H. No. E-44, Okhla Ind. Area, Phase-I, New Delhi	Working
39	Santosh Kumar	Late Sh. Basist Tiwari	WZ-549A, Naraina Gaon, New Delhi-110028	Working
40	Bhim Sen	Sh. Ram Srup	Qtr. No.108, Ward No.2, Mehrauli, New Delhi	Deceased (20.12.2021)
41	Pradeep Kumar	Sh. Raj Pal	H. No. 35/336, Trilokpuri, Delhi	Working
42	Brajesh Kumar	—	H. No. E-624, Inder Puri, JJ Colony, New Delhi	Working
43	Virender-II	Sh. Fool Singh	35/336, Trilokpuri, Delhi-110091	Working
44	Mahesh Kumar	Sh. Bharat Singh	A-112, Kamrudeen Nagar, Nangloi, Delhi	Deceased (26.03.2019)
45	Virender-I	Sh. Ram Charan	E-44, Indrakalyan Vihar, Okhla Phase-I, Delhi	Deceased
46	Inderjeet	Sh. Ram Singh	Block 28/387, Trilokpuri, Delhi-110091	Deceased (22.04.2021)
47	Kamal Kumar	Sh. Prahalad Singh	175, Kamrudeen Nagar, Nangloi, Delhi	Working
48	Dayachand	Sh. Sat Narayan	Gali No.6, Multani Dhanda, Paharganj, New Delhi	Working
49	Rajkumar	Sh. Raj Pal	35/336, Trilokpuri, Delhi-110091	Working
50	Shankar Singh	Sh. Ram Charan	H. No. E-44, Okhla Ind. Area, Phase-I, New Delhi-110002	Deceased (22.04.2019)

...Applicants/Claimants

Versus

1. **Oil and Natural Gas Corporation,**

Having its registered office at Jeevan Bharati Building, Tower 11, 8th Floor, New Delhi-110001.
(Through its Chairman)

2. O.N.G.C. VIDESH LTD.

6th Floor, "Kailash" 26, Kasturba Gandhi Marg, New Delhi-110001. (A subsidiary of O.N.G.C.)
(through its Chairman)

(HEREINAFTER REFERRED TO AS "THE MANAGEMENT")

3. M/s. Professional Group, 4/20, WEA, Karol Bagh, New Delhi. (through its Proprietor)
4. M/s. Sterling and Wilson Electricals (P) Ltd., 202-205, G.K. House, 187-A Sant Nagar, East of Kailash, New Delhi. (through its Proprietor)
5. M/s Watch Dog Security Detective Agency, 112, Skipper Corner, 88, Nehru Place, New Delhi-110019 (through its Proprietor)

(HEREINAFTER REFERRED TO AS "THE CONTRACTORS").

...Managements/respondents

Counsels:

For Applicants/ Claimants:

Sh. Anurag Tiwari, U.K. Sharma and Ms. Urmila Sharma, Ld. AR.

For Management/ Respondent (ONGC):

Sh. Rakesh Sinha, Md. Ghulam Akbar, Sh. Sushant Shekhar, Ms. Suman Lata and Sh. Jeemon Raju K., Ld. ARs.

AWARD

22.05.2026

The Central Government, Ministry of Labour, New Delhi, exercising its power under Section 10(1) of the **Industrial Disputes Act, 1947 (hereinafter referred to as "the Act")**, vide Order No. L-3001/81/2002 [IRM]) dated the January, 2003, expressed its opinion that an Industrial Dispute exists between the employers in relation to the Management of O.N.G.C. and their Workmen. The said dispute was consequently referred to this Central Industrial Tribunal cum Labour Court (hereinafter referred to as "the Tribunal") for adjudication on the following matter, as specified in the Schedule:

"Whether the action of the Management of O.N.G.C., New Delhi in not regularizing the services of 50 Workmen (as per list) from the date of their initial appointment is just, fair and legal? If not, what relief the 50 Workmen are entitled to, and from which date?"

2. Upon receipt of the reference, notices were issued to the concerned parties. Consequently, the **50 Claimants** (Workmen) filed their joint Statement of Claims through their authorized signatories, impleading O.N.G.C. and O.N.G.C.-V.L. as Managements, along with M/s Professional Group, M/s Sterling and Wilson Electrical P. Ltd., and M/s Watch Dog Security Detective Agency as Contractors. The Claimants include Stenographer/Typist (1), Attendants (13), Electricians (2), Security Guards (20), and Sweepers (14). The **Management/ONGC** opposed the claim by filing its detailed Written Statement, denying the claims and the reliefs sought, though it did not specifically oppose the admitted facts regarding ONGC's status, the issuance of the relevant government notification, the filing of the previous writ petitions, or the ratio of the case law referred in the Statement of Claim. The claimants filed a Rejoinder, reiterating the facts mentioned in their Statement of Claim. There was no appearance or written statement filed by the management of ONGC-VL (ONGC Videsh Ltd.), or any of the contractors. Thus, the background of the case depends upon the assertions made by the Claimants and responses and counter-replies made by the management of ONGC (management-1).

3. Though, the claimants had made the contractors M/s. Professional Group, M/s. Sterling and Wilson Electricals (P) Ltd. and M/s Watch Dog Security Detective Agency, as respondent no. 3, 4 and 5, but neither they have appeared nor have they filed their respective written statements. As the relief is sought against management-1 and management-2, who are in fact one institution.

4. During the pendency of the reference, the claimants filed application under Section 33 of the Act, seeking interim relief, which was allowed vide order dated 16.04.2007. The Management/ONGC had

been restrained from terminating or dismissal of the services of the workmen without strict compliance with the statutory provisions and prior approval from this Tribunal.

5. Further procedural developments involved the death of five Claimants (at serial numbers 9, 11, 14, 35, and 45). Their respective Legal Representatives (LRs) were brought on record by order dated 21.05.2018, with the observation that the Management was at liberty to verify and point out the legitimacy of the person entitled to receive any eventual relief. Subsequently, some other workmen also passed away during pendency of the proceedings, and their legal heirs were brought on record.

6. Moreover, an application was filed under Order 1 rule 10 CPC to delete the names of claimants/workmen, who left the employment, accordingly in the order dated 21.05.2018, the names of such workmen mentioned in paragraph 5 of the application were deleted from the array of parties.

7. The controversy is about whether the engagement of the Workmen through contractors is a genuine contractual arrangement or a mere sham and camouflage intended to deprive them of the status of direct employees and the consequential benefits of regularization.

8. The fifty Workmen filed a joint Statement of Claims asserting that they are the direct employees of the Management (ONGC and its subsidiary, ONGC-VL), which is an instrumentality of the State under Article 12 of the Constitution, and that their engagement through the named service providers/contractors is merely a "camouflage," "not genuine," and a "sham" arrangement used with the specific mala fide/ulterior motive to deny them equal wages for equal work, job security, and service benefits.

9. The three Contractors are those entities through whom the Workmen were presently appointed/employed by the Management in their offices and establishments at New Delhi. The Management is knowing well that the jobs being performed by the workmen are of a permanent and perennial nature but they employed the Workmen through different Contractors from time to time with ulterior motive to deprive them of equal wages for equal work, security of job and other service benefits and facilities. The Contractors are, and have always been, only name-lenders with no control, supervision and discipline over the Workmen, their employment and terms and conditions of service. The Workmen have been and are working under the direct control and supervision of the Management.

10. The employment / engagement of these Workmen through the Contractors is only a camouflage, and if the veil is lifted it would come to the fore that there is a direct relationship of employer and employees between the Management and the Workmen. The Contractors have been introduced by the Management to cover up the true nature of master and servant relationship between the Workmen and the Management. The Contractors are acting merely as the agents of the Management. The Workmen are, just for pretence, shown to have been employed as Contract Labourers and at present they were engaged through the above-named Contractors. The Workmen have been continuing to work for the Management over long period (as detail given in the List) but the Contractors were replaced from time to time. The claimants-workmen have always been treated as the employees of the Management for all practical purposes of (i) control, (ii) discipline, (iii) supervision, (iv) sanctioning of leave, (v) overtime allowance, (vi) posting and deployment, etc., though they are just shown to have been engaged through those Contractors to maintain the cover-up of contract employment.

11. The claimants were appointed/employed by the Management through the contractors and the entire arrangement/contract with the contractors employing the workmen is camouflage, not genuine and sham. The workmen are the employees of the Management. Moreover, it is the Management, who pays the salary to the Workmen in its offices/establishments under its discipline, control and supervision. There is a direct master and servant relationship between the Management and the Workmen; as such, they are direct employees of the Management for all intents and purposes. They have been working continuously for several years without any break since their joining, and, some of them have been working since 1983, 1984 and onward; in every case, they have been working for more than 240 days, and doing the jobs of permanent and perennial nature, which satisfies all the requirements of Section 10 of the Contract Labour (Regulation and Abolition) Act, Moreover, the Govt. of India, Ministry of Labour, New Delhi, had already issued Notification dated the 8th September, 1994, u/s 10 (1) of the Act, by prohibiting various kinds of employment of the Contract Labour including the jobs of typists, clerks, steno-typists, stenographers, attendants/helpers/ peons, instrument technicians, etc., in the establishments of the ONCG/Management in the country. A few of such jobs are also being performed by the claimant-workmen for more than 240 days

in the establishment of the Management. Thus, engagement of the Contract Labour by the Management is not only in violation of the notification and law but also it is unfair Labour practice by the Management. The Contractors can-not be recognized in the eyes of law, since the status between the Management and Workmen is camouflage, and sham. The Workmen-claimants, who belong to the prohibited jobs, are, to be treated and declared as the regular employees of the Management. The Workmen in the facts and circumstances, are to be declared to be the direct employees of the Management. The Management ought to have absorbed the Workmen and regularized their services instead of exploiting them by engaging them without break from time to time but through the different Contractors. In addition, over the long years of employment of the claimant-workmen, there is just change of Contractors from time to time but the work, the Workmen and the Management/ONGC are permanently and continuously remained same as hitherto.

12. Further, the claimants-workmen also plead, [which is also especially denied by the Management], that they are being given lesser wages than the regular employees. The Management is also depriving them the other service benefits and facilities of employment. The Workmen, by virtue of their long years of employment, nature of job being done by them that too under the direct control and supervision of ONGC/Management, it entitles them to be treated as the direct and regular employees of the Management. They are also entitled to receive the same wages, benefits and other facilities from the Management as are being received by the regular employees (which are many times more than what is being given to claimant-workmen), who are performing similar work as being done by the claimant-workmen. The Workmen are furnishing a Chart, showing the difference in salary between the two similarly-situated class of employees doing the same work i.e. the regular employees of the Management and the Workmen herein. This Chart also indicates 11 other facilities and perks which are being given to the regular employees but denied to the claimants-workmen. The Management is not treating the workmen as their employees under mala-fide to deprive them of their eligible rights, privileges, service benefits and the same conditions of service alike other regular employees getting from the Management. This is sheer exploitation of the Workmen through the pretend of Contract Labour.

13. The Workmen made various representations/demands to the Management from time to time to regularise them in regular service in its establishment against their existing posts and to look into their legitimate grievances regarding payment of equal wages for equal work but the Management instead of looking into their demands sympathetically, threatened to terminate their services through the Contractors. The Management keeps constantly the sword of Damocles of termination of service hanging over the heads of the Workmen. But there had been demonstrations, industrial unrest in the establishments of the Management because of anti-labour practice by the Management from time to time and those differences and disputes are still existing between the Management and the Workmen; the Management has failed to resolve and settle the disputes between the Management and the Workmen.

14. Thence for want of settlement of dispute or to give any fruitful results, and also in view of the threat of termination of their services, the Workmen filed Civil Writ Petitions No. 1522/1997, 1666/1997 and 4965/1997 in the Hon'ble High Court of Delhi challenging the action of the Management with prayer that the Management be directed to absorb the Workmen in their regular services from the date of their initial appointment and pay them the same / equal wages and salary and all other consequential service benefits as are being given to the regular employees of the Management. The Workmen had been relying upon the Judgement of the Hon'ble Supreme Court of India in AIR India case in all these matters, but now the Hon'ble Supreme Court of India has overruled the Judgement of AIR India in SAIL's matter (reported in 'JT 2001 (7) SC Page 268') wherein the Hon'ble Supreme Court has observed and directed that in a case like this where the contract is sham and not genuine, the Industrial Adjudicator will alone be the appropriate forum for determination of the industrial disputes between the Management and the Workmen, and not by invoking the extra-ordinary powers under Article 226 of the Constitution of India [The ONGC in its written statement states that status of rulings is matter of record as well as the writ petition and orders therein are matter of record subject to their verification].

15. But then Management, after the said Judgement of the Hon'ble Supreme Court of India, started harassing the workmen and acting prejudicially to their interest while threatening to victimize them. There is serious apprehension of the termination of their services by the Management, for which the Management is looking out for an appropriate opportunity. The Management is adopting unfair and anti-labour practice which is creating industrial unrest.

16. However, in view of the recent SAIL's Judgement the only remedy which remained available to the workmen in these matters is to proceed under the Industrial Disputes Act for settlement/adjudication of the industrial disputes for their regularisation and absorption in the services of the management. Further, considering SAIL's matter, on 19.10.2001 the Workmen filed Conciliation proceedings before the learned Assistant Labour Commissioner (Central), New Delhi, for the settlement of their Industrial Disputes with the Management. The Workmen candidly brought to the Notice of the learned Assistant Labour Commissioner that they were appointed/employed by the Management under the contracts which were camouflaged, not genuine but sham. The Workmen, in fact and in law, were the employees of the Management. There was direct master and servant relationship between the Management and the Workmen. The Workmen were the direct employees of the Management for all intents and purposes. They specifically high-lighted that they have already been on the jobs with the Management for long years and placed on record before the learned Assistant Labour Commissioner. The Management was deliberately circumventing the operation of Law of the Land and indulging in anti-labour and unfair trade practices and exploiting the Workmen through sham, camouflaged and not genuine contracts. The Workmen also urged the Assistant Labour Commissioner to prevail upon the Management to settle the matter either through the conciliation proceedings, or through voluntary Arbitration and joint reference as per Section 10A and 10(2) of the Industrial Disputes Act, but the Management did not agree even to this reasonable offer. The conciliation proceedings thus ended in failure owing to the unreasonable attitude of the Management.

17. That the Industrial dispute raised by the Workmen are of issues viz. (i) perennial nature of their jobs; (ii) their several years' of long employment on those jobs in the offices/establishment of the Management; (iii) non-regularization of their services despite working for, far beyond 240 days; (iv) discriminatory treatment meted out to them vis-à-vis other regular employees of the establishment ;(v) non-payment of equal wages for equal work and other service benefits etc.; (vi) sham and camouflaged contracts under which services of the workmen are employed to deprive them of their rightful service benefits.

18. The Workmen are victim of anti-labour practice by the Management, on the aforesaid account, from time to time and the said differences and disputes are still subsisting due to Management's high handedness, being a stronger party, although the workmen have been working with devotion and sincerity for long years continuously without any break on the jobs of permanent and perennial nature. Moreover, to the knowledge of the claimants-workmen, neither the Management are registered under the provisions of the Contract Labour (Regulation and Abolition) Act and Rules, nor the Contractors through whom the Workmen were engaged at different times, including the present ones, were, or are the licensed Contractors under the said Act/Rules and, as such, the employment of the Workmen as Contract Labour by the Management is illegal, being in direct contravention of Act and Rules made thereunder. In any case, the Management needs the services of all the Workmen since the work which is being performed by these Workmen is perennially available from the very inception of their employment in the establishments of the Management. They/workmen fulfill the requisite qualifications under the relevant Recruitment Rules and Regulations of the O.N.G.C.

19. The proceedings have, therefore, been initiated in accordance with law under the Industrial Disputes Act, lest Workmen are thrown out of their jobs on the road by the Management at any opportune time. The Central Government, Ministry of Labour, New Delhi while expressing their opinion that an Industrial Dispute exists between the Management and the Workmen herein, has issued Order No. L-3001/81/2002 [IRM]) dated the 10th January, 2003 and referred the said dispute to the Tribunal for adjudication.

20. The Management is an instrumentality of the State, yet it has failed to act and perform as an ideal employer vis-a-vis the workmen who have rendered, and are rendering their services not only with discipline, dedication and efficiency but also to the entire satisfaction of the Management. There is no other remedy available to the Workmen except to file the Statement of Claims in view of the Judgement of the Hon'ble Supreme Court of India, for settlement and adjudication of the industrial disputes between the Management and the Workmen. But all the relevant original documents and records of this matter are in the possession and control of the Management, they are to be directed to produce before Tribunal for just and fair determination of the dispute. The claimants-workman seek (i) to determine all the issues involved in the matter as detailed in this Statement of Claims ; (ii) to declare that all the Workmen herein are performing the jobs of permanent and perennial nature for several years ; much beyond 240 days; (iii) to lift the veil and pierce through the Labour Contracts to find and see the true nature and existence of

employer-employees relationship between the Management and Workmen herein ;(iv) to direct and order payment of equal pay for equal work and other consequential benefits to the Workmen including their absorption and regularization of service in the establishment of the Management ; and (v) to pass such further appropriate orders, directions and / or observations to the appropriate Government / Authorities and those other concerned.

21. The ONGC denies the case of claimants, as already mentioned in paragraph 3 above. The matrix of the case, as set up in written statement by the ONGC/Management, is that it is Public Sector Enterprise. By way of abundant caution, the Management is registered under the provisions of the Contract Labour (Regulation and Abolition) Act and Rules. The service providers with whom the Workmen were working if at all, at different times, were and are the licensed Contractors under the said Act/Rules. Therefore, the employment of the Workmen by the service provider is legal, under the aforesaid Act and Rules made thereunder.

22. The claimants are on the rolls of M/s Professional Group/M/s Sterling and Wilson Electrical P Ltd/M/s Watch Dog Security Detective Agency, who have agreements with the Management no.1 (ONGC) or with Management no.2 (ONGC-VL) for providing services on principal-to-principal basis. The Management no.2 is a separate legal entity, being independent from Management no.1. The claimants are employees of and working for M/s Professional Group, M/s Sterling and Wilson Electrical P Ltd and M/s Watch Dog Security Detective Agency. Neither the claimants are employees or ex-employees of ONGC or of other Management no.2, thus the reference is not valid as contemplated u/s 2k of the Act, 1947 and claim is not maintainable. The Management is interacting and dealing with service providers on principal-to-principal basis and requirement of the management for providing allied services keep on varying according to the requirements. The persons deployed by the service provider are covered under the EPF and MP Act, 1952 and the ESI Act by the independent agency, who are depositing every month the statutory contributions in their own code number allotted by the government agencies. The service provider is complying with other social security enactments such as the Payment of Gratuity Act, the Payment of Bonus Act, etc. that too without any intervention, direction, control or supervision by Management. Moreover, the service provider is also disbursing the wage, without there being any intervention by the Management. The Management has also no control or power for initiating disciplinary action over the persons deployed by the service provider nor control over the salary or deciding the terms and conditions of the manpower deployed by the service provider except to ensure that the statutory legal requirements are being complied with by the service provider in its letter and spirit. The Management has no concern, role (either directly or indirectly) and relation with the selection, appointment and termination/removal of the manpower deployed by the allied services provider. The continuation of any allied services being provided by the services provider depends exclusively on the existence and continuation of any valid contract arrived at on principal-to-principal basis. The salary being paid by the service provider, are much higher than the minimum wages as decided by the appropriate government from time to time. The service provider is disbursing the salary to their employees / claimants in accordance with law,

23. The said notification issued by the appropriate authority under section 10 of the Act is not sustainable in the eyes of law and reflects total non-application of mind, or in view of the prohibition, the management could not engage or continue the workers through the service providers. Otherwise, the notification has been stayed by the Hon'ble High Court of Andhra Pradesh. The Management/ONGC never engaged any employees through the contractors.

24. The service provider deployed the manpower for providing allied services according to the requirements, which kept on varying from time to time. The claimants are not deemed to be the direct employee of the management The contractors (actually service providers) in such cases have recognition in the law.

25. The appointments in ONGC are made only as per R&P policy and Rules, as applicable, and by following the prescribed procedures including comparative assessment of all competing candidates on the touch stone of eligibility and minimum criteria: age, medical, educational and thereafter fare assessment of comparative merits of all eligible candidates. The claimants cannot try to gain back door entry which is not at all permissible and justifiable.

26. The manpower employed by the service provider are being provided prescribed facilities as per law under various applicable labour laws. The Management has not taken any over-time work from the

claimants. On the contrary the services based on the requirements may vary for duration and claimants are adequately compensated by the service providers.

27. The so-called Chart, purporting to show difference in salary, is of no relevance or advantage to the claimants between the two dissimilarly-situated class of employees not doing the same work (*viz.* the regular employees of the Management/ONGC and the claimant-workmen). The same position prevails with regard to the perquisites referred. The reference made by the Central Government, Ministry of Labour, New Delhi is invalid and illegal and vitiated by non-application of mind and does not reflect the real dispute if at all. The statement of claim is neither valid nor proper since its authors do not possess the proper authorization, the claimants are not entitled for any of relief against the Management.

28. Though no separate issues were formally framed for adjudication in the present case, the terms of reference were treated as the issue for determination. Accordingly, this Tribunal is required to examine whether the action of the Management of O.N.G.C., New Delhi in not regularizing the services of the concerned 50 Workmen from the date of their initial appointment was just, fair and legal, and if not, the nature of relief to which they are entitled and the date from which such relief is to be granted.

29. On behalf of the Claimants/Workmen, **Devnath Chaudhary** led evidence as a witness, who was cross-examined in detail by the Management/ONGC. In support of the claim and case, he tendered the following documents:

- Ex.WW1/1: List of the workmen (workmen No. 1 to 41) indicating their respective service details and particulars.
- Ex.WW-1/2: Photocopy of the Government of India, Ministry of Labour, notification dated 8th September 1994 under Section 10(1) of the Contract Labour (Regulation and Abolition) Act, 1970, prohibiting contract labour for specified jobs including typists, clerks, steno-typists, stenographers, attendants/helpers/peons, instrument technicians, etc., in establishments of the management.
- Ex.WW-1/3: Chart showing difference in salary and service benefits between regular employees of the management and the workmen herein, including 11 other facilities/perks given to regular employees but denied to the workmen.
- Ex.WW-1/4: List of security guards posted by the management (ONGC), including the workmen herein.
- Ex.WW-1/5 (Colly): Shift reports of various workmen maintained by the management.
- Ex.WW-1/6: Copy of gate pass issued by the Security Officer (ONGC) to security guards (workmen herein).
- Ex.WW-1/7 (Colly): Copy of attendance/duty roster/shift report of the years 2003–04, 2004–05, and 2008.
- Ex.WW-1/8 (Colly): Working sheets/papers of the management (ONGC) showing engagement, placement, and requirement of workmen at various points of time.
- Ex.WW-1/9 (Colly): Identification proof/I-cards of various workmen issued by the management (ONGC).
- Ex.WW-1/10 (Colly): Copy of character certificates of workmen issued by the management.
- Ex.WW-1/11: Copy of letter dated 19.2.1998 showing details regarding deposit of ESI/Provident Fund of the workmen.

The workman was cross-examined at length, whereby he admitted:

- The contractors worked under the control of the management of ONGC.
- Their work was not supervised by the supervisor of the contractors.
- His wages, including those of other workmen, were not paid by the contractors.
- His wages used to be paid monthly; the date was not fixed.

- It used to be paid through cheques.
- It is wrong to suggest that ESI was paid through contractors.
- He denied that other workmen didn't authorise him to depose on their behalf.
- He admitted that no test for recruitment was conducted.
- He stated that he started working with the management since 1986.
- He was appointed as an unskilled labourer on a wage of Rs. 500/- per month.
- He stated that he was employed as a Security Guard.
- He stated that no information regarding vacancy was published.
- He denied that he and the other workmen were not working on the allotted posts.

30. On behalf of the Management/ONGC, **Ms. Nirmala Patel, Chief Manager (HR)**, entered the witness box for leading evidence. She was cross-examined in detail by the Claimants' representative. In support of the Management's case, she tendered the following documents:

- **Ex.RW1/1:** Copy of ONGC Recruitment and Promotion Regulations, 1980 (governs all employment matters and recruitment procedures in ONGC).
- **Ex.RW1/2 & Ex.RW1/3:** Certificates of registration of the management under Section 7 of the Contract Labour (Regulation and Abolition) Act, 1970.
- **Ex.RW1/4:** Inter-office memo dated 25.06.2009 regarding publication of Notice Inviting Tenders (NIT) in leading newspapers.
- **Ex.RW1/5:** Copy of Notice Inviting Tender (NIT) published in newspapers.
- **Ex.RW1/6:** Detailed Notice Inviting Tender including description of work, eligibility criteria for bidders, scope of work, and submission timelines.
- **Ex.RW1/7:** Proceedings of the Tender Committee deliberating on bids received in response to the NIT.
- **Ex.RW1/8 to Ex.RW1/12:** Letters of Intent (LOIs) issued to BVG India Ltd. on various dates.
- **Ex.RW1/13 & Ex.RW1/14:** Agreements dated 24.03.1994 and 12.06.1996 executed with the contractor.
- **Ex.RW1/15 to Ex.RW1/18:** Agreements executed with BVG India Ltd., Krystal Integrated Services Pvt. Ltd., Kapshill Services, and Jupiter Hospitality Services Pvt. Ltd.
- **Ex.RW1/19 to Ex.RW1/22:** Certificates of Incorporation of M/s Watchdog Security, M/s Professional Group (two entries), and M/s BVG India Ltd.
- **Ex.RW1/23:** Copies of bills raised by contractors for services rendered under the agreements.
- **Ex.RW1/24:** Typical offer of employment issued by BVG India Ltd. to its employees.
- **Ex.RW1/25 to Ex.RW1/27:** Lists of employees of respective contractors.
- **Ex.RW1/28:** Details of EPF and Pension Scheme contributions made by M/s Professional Group for the period 01.04.2002 to 31.03.2003.
- **Ex.RW1/29 & Ex.RW1/30:** ESIC and EPF challans dated 13.08.2005 for contributions by M/s Watchdog Security.
- **Ex.RW1/31 & Ex.RW1/32:** Receipt and challan for BVG India Ltd.'s contributions to EPF and ESIC.

- **Ex.RW1/33 & Ex.RW1/34:** EPF and ESIC challans dated 25.02.2010 for Jupiter Hospitality Services Pvt. Ltd.
- **Ex.RW1/35 to Ex.RW1/38:** EPF/ESIC contribution records and declarations by Jupiter Hospitality Services Pvt. Ltd.
- **Ex.RW1/39:** Provident Fund Account Number list (2008–2009) of employees of Krystal Trade Com Pvt. Ltd.
- **Ex.RW1/40 & Ex.RW1/41:** Professional Group registers of employment and remuneration dated 05.12.2013 and 07.01.2004.
- **Ex.RW1/42 & Ex.RW1/43:** Wage sheets of BVG India Ltd. (November 2007) and Jupiter Hospitality Services Pvt. Ltd. (February 2010).
- **Ex.RW1/44:** Letter dated 17.06.2010 from Jupiter Hospitality Services Pvt. Ltd. enclosing list of employees and wage slips.
- **Ex.RW1/45:** Wage slips of Jupiter Hospitality Services Pvt. Ltd. for May 2010.
- **Ex.RW1/46:** Letter dated 25.03.2011 appointing a supervisor at the management's premises by the contractor.

The witness was cross-examined at length, where she admitted that:

- The witness joined ONGC in August 1993 as Assistant Industrial Relations Officer and was promoted to Chief Manager (HR) in 2014. Since November 2010, she has been posted in Delhi at ONGC Energy Centre.
- She previously served in Agartala and Ahmedabad and has filed several writ petitions on behalf of ONGC, including W.P. No. 2210/2003 (Exh. WW1/12).
- Exh. MW1/2 is a photocopy related to contract labour registration; she neither signed nor verified the original and cannot identify its custodian. It was provided by the concerned department.
- She did not personally verify the originals of documents filed with her affidavit (Exh. MW1/A); verification was done by respective departments, usually by section heads or senior officers.
- Most documents bear departmental seals but do not indicate custodianship or requisition by her or ONGC counsel.
- The dispute was referred to the Tribunal on 10.01.2003. Exhibits MW1/15 to MW1/45 pertain to the post-2003 period, during which she was not posted in Delhi and is not a signatory to those documents.
- She is familiar with MM and CC departments but has never worked there. Some exhibits (e.g., MW1/4, MW1/7) contain file numbers; others (MW1/5, MW1/6) do not.
- She cannot identify signatures on Exh. WW1/5 or confirm its issuance from her office.
- She reviewed some documents (e.g., contracts, registration certificates) before filing her affidavit but not all, including Exh. WW1/5 (23 pages).
- She is unaware of procedures for engaging casual/contingent workers before 2004 and did not verify related files.
- Her office submits reports on contractual workers to the Head Office. Currently, ONGC has no casual workers.
- She cannot explain recruitment of Attendant Grade III or Group D employees.
- She cannot identify signatures on a letter by Devnath Chaudhary or confirm any action taken on its endorsements.

- ONGC's Central Office is in Dehradun. No personal files are maintained for contractual workers; contractors submit worker lists.
- She can obtain the 1987 worker list but cannot confirm postings of officers in 1990 or authenticate documents marked A–D.
- Exh. MW1/2 is a 1986 registration certificate under the Contract Labour Act; she is unaware of any prior registration or contractors before 1986. Contractors post-1986 include Jupiter Hospitality, Sub-facility Services, and Watch Dog.
- Exh. MW1/3 (2003) authorized 400+ contract workers for housekeeping; Exh. MW1/2 includes allied, security, and maintenance services but not housekeeping.
- She is unfamiliar with ONGC documents prior to 1986. "Loss prevention" in 2003 includes security.
- No record exists of workers engaged before May 2003. She denies claimants worked since 1980.
- Exh. MW1/13 is a contract document; she cannot confirm the agreed amount or number of workers.
- She cannot name ONGC officers who certified minimum wage payments. No wage scrolls or reimbursement bills are on record.
- Contractor "Prime Security" was blacklisted for non-payment.
- She cannot confirm publication of Exh. MW1/6 (tender document). Contractors did not submit separate wage scrolls but followed minimum wage norms.
- She is unaware of permanent housekeeping staff or whether such services are perennial.
- ONGC has adopted a Fair Wage Policy (date unknown), applicable to contractor employees but not contingent workers.
- Claimants have worked continuously despite contractor changes, but she cannot confirm if they performed the same work for 20 years.
- ONGC works with joint venture OPEL, which has separate management.
- ONGC made payments to workers when contractors defaulted, informing the Labour Commissioner.
- She confirms ONGC filed CW No. 2210/2003.
- She cannot verify authenticity of some documents shown during cross-examination but confirms claimants' documents filed on 14.03.2019 were sent for verification.
- She received no departmental instructions on cheque authenticity.
- Tender publication is handled by MM Department. She relied on departmental verification for documents filed with her affidavit.
- She did not verify newspaper tender publications. Contractors usually submit pay scrolls for payments.
- She cannot confirm attestation details on Exh. MW1/14 and MW1/15 but denies they were unauthenticated or that claimants' documents were accepted without verification.

31. Ld. AR for the Workmen advanced his arguments by asserting that the dispute must be adjudicated in context of long, continuous service and the constitutional principles of natural justice, opposing that the contractual arrangements through independent contractors were merely sham contracts intended only to deprive the Claimants of their rightful status and benefits, submitting that every single workman, has been employed at the ONGC Headquarters in New Delhi for more than 30 years, was performing perennial nature of work, so vital to the organization that the entire headquarters would clearly collapse if their services were removed, thus fulfilling legal requirements of the Integration Test and the

Continuity of Service Test. He submitted that it was undisputed that each workman was employed through various independent contractors, but opposed that the contractors consistently changed over the period of 25 years while the Workmen remained the same, which presents the strongest evidence of the sham nature of the arrangement. Therefore, the workmen's job was both perennial and the workmen were truly integrated into the operations of principal employer, which, he claimed, had not been opposed by ONGC in their submissions or evidence. The Counsel argued that the Management was exercising total supervision and control over the workmen's daily activities, a fact supported by the four fundamental legal tests laid down by the Supreme Court, Supervision and Control Test, Economic Control Test, Integration Test, and Continuity of Service Test, all of which, he submitted, were met by the Claimants through documents brought on record, including attendance registers, service certificates, and deployment orders. A central point of the Workmen's case was the issue of adverse inference under Section 114 of the Evidence Act, arising from the Management's failure to produce original records. The management was asked to produce the originals of the photocopies filed by the workmen, however, the management asserted that the relevant documents had been "stolen from our office," a submission that, should be drawn against the Management. Furthermore, the Ld. Counsel also pointed to the direct evidence of Economic Control, quoting particular documents (Workmen's Document at Page 97) and reading cross-examination of the Management's Witness, Ms. Nirmla Patel, (dated 21.01.2020) which suggesting that ONGC was issuing salary cheques directly to a workman, and not only ensuring compliance as a principal employer, which further demonstrated the contracts as completely sham and the lack of a proper, bonafide contract where the amount payable to the contractor was not even specified. The Counsel opposed the Management's primary defence based on the judgment of Hon'ble Supreme Court of India dated 10.04.2006 in **State of Karnataka vs. Uma Devi and Ors., Civil Appeal Nos. 3595-3612 of 1999**, wherein back door entry into public employment was specifically barred. He submitted that in a recent judgment delivered by the Hon'ble Supreme Court of India In the case **Shripal & Anr. v. Nagar Nigam, Ghaziabad (Civil Appeal No. 8157 of 2024)**, the court explicitly held as under:

The principle of 'equal pay for equal work' cannot be disregarded when workers have performed perennial duties under the direct supervision of the employer... Uma Devi cannot be used as a shield to justify exploitative employment practices that persist for years without legitimate recruitment processes.

32. He further averred that the Hon'ble Supreme Court of India in **State of Karnataka vs. M.L. Kesari (2010) 9 SCC 247**, and in the latest ruling in **Jaggo v. Union of India (2024 INSC 1034)**, has settled the law that it does not apply to appointments that are merely irregular, or where the employee has rendered continuous service of more than 10 years performing perennial duties, which confers a legitimate expectation and a right to regularization. The Counsel argued that procedural formalities or initial temporary status cannot continuously deny fundamental rights accrued through decades of continuous and crucial service, highlighting that the misuse of temporary contracts and the use of outsourcing as a shield to escape long-term obligations, squarely falls within the systemic issues addressed by the Hon'ble Supreme Court. Denial of their demand, simply because the original agreement did not explicitly mention it, would be against principles of fairness and equity. He further pointed out that the Hon'ble Supreme Court, in **Harjinder Singh v. Punjab State Warehousing Corporation (2010) 3 SCC 192**, mandated that in employer-workman disputes, where there is a *prima facie* opinion of continuity of service, the court must "lean in favour of the workman and not adopt a hyper-technical approach," a mandate he requested the Tribunal to follow.

33. On the other hand, the Ld. Counsel for the Management raised the preliminary objection regarding the lack of a valid industrial dispute due to the absence of proper espousal by regular ONGC employees, arguing that the Claimants, not being direct workmen, could not maintain the dispute, and further emphasized on the principle of prohibiting regularization against sanctioned posts without complying with the constitutional recruitment processes (Articles 14 and 16), which would amount to an impermissible back door entry. On the merits, stated that principal-to-principal agreements existed between them and the contractors, and the statutory compliance (EPF, ESI, etc.), used to be carried out independently by the contractors. He argued that the Management's control was only supervisory and restrictive to ensure quality service, and not the deep and pervasive control required to establish a direct master-servant relationship. He opposed the 1994 CLRA Notification, stating that it was legally flawed, indicated non-application of mind, and had been stayed by the Hon'ble High Court of Andhra Pradesh, thus rendering it ineffective. Furthermore, he opposed the workmen's claim of parity, arguing that the

Claimants did not do the same job as regular employees, and hence the principle of 'equal pay for equal work' was not applicable. The Ld. AR for the management further stated that the reference was invalid, that the contracts were genuine, and the claimants were not entitled for regularization under any constitutional or statutory provision.

34. The Ld. Counsel for the Management further stated that the Claimants' entire case rests on a fatal contradiction. It is an admitted position of the Workmen themselves that they were in the direct employment of the contractors and not in the employment of the principal Management (ONGC or ONGC-VL), which legally prevents them from claiming a master-servant relationship with ONGC. The Counsel argued that the workmen's claim that they were employees of the contractors and yet were also the employees of the Management, contradict their own statement. Furthermore, the Management emphasized the complete failure of proof on the most basic element of employment, i.e., payment. There is nothing on record to prove that the salaries of the workmen were ever paid by the management. Instead, the entire payment for the workers during the period of their engagement was made by the contractors. The Claimants have failed to prove even an iota of payment, or any continuous payment for 240 days, made directly by ONGC to the Workmen, which refutes the claim of economic control by the principal employer. Consequently, the Workmen, knowing they were in the direct employment of the contractors and receiving all their wages from them, have no right to claim employment or regularization against ONGC. The Counsel called the Claimants' attempt to seek regularization as an opportunistic and unprincipled action, pointing out that the workers knowingly secured employment, a source to live their life, through the contractors, knowing full well that this route was not the way for direct or indirect recruitment in ONGC, as they worked exclusively under the contractors. The workmen's attempt to backstab the very agency that provided them employment through the contractual system is legally and morally untenable. The Management emphasized that the use of contract labour is a universal scenario, employed not only by Public Sector Undertakings (PSUs) like ONGC but also by private sector companies, various institutions, and even by the Courts themselves, and that working for a fixed term or for many years under a contractor in such a setup, even for over 240 days, does not automatically create a vested right to regularization against the principal employer. The Management asserted that the workmen had failed to produce a single document showing that they were appointed by the management. The Management did not issue wage slips nor did it comply with statutory compliance (EPF, ESI, etc.), which used to be carried out independently by the contractors. The counsel further submitted that they were not involved in the actual hiring decision, stating, "I was told 20 or more people are to be working in my organization... Who these people would be is not to my knowledge," which denotes that the duty of employing and interviewing the claimants rests entirely with the contractor, and the Management is only informed of the workmen when the contractor sends them to the work location; therefore, the Claimants were very much aware from the very beginning that their ID cards, wages, ESI, gratuity, and account details were all being issued and managed by the contractors, and their argument that they were unaware of being a contractor's employee is baseless. The Counsel challenged the Workmen to prove with a single document that any wages for 240 days were paid by the Management on a regular basis, stating that "Not a single document is there on record" in the pleadings or the evidence to substantiate such a claim, and that the Claimants, cannot attempt to take a benefit and point fingers at the Management.

35. The Ld. AR for the Management then proceeded to rebut the documentary evidence relied upon by the Workmen to establish supervision and control. First, regarding the ID cards allegedly issued by ONGC, the Management witness was prepared to show that the very basis of the Claimants' reliance on their documents (WW-1/6) that a gate pass or ID card was issued by ONGC stands defeated, as the document itself contradicts the Claimants' assertion of being an ONGC employee. Second, concerning the Shift Report, {Ex.WW-1/7 (Colly)}, which the Workmen presented as proof of ONGC control, the Management argued that this document is merely a post-service confirmation that certain individuals worked during a specific shift at designated places, not a command or deployment order issued by ONGC; it does not confirm that ONGC directed the work, the document indicated only that the work was completed, and therefore, the Claimants are attempting to manipulate and misinterpret the documents to mislead the Tribunal. Third, with regard to the letter dated 25.01.2008 written by the manager (security) of ONGC to the Station House Officer, Connaught Place, New Delhi, the counsel submitted that it was issued before the celebration of republic day informing the police about presence of persons in their building at Connaught Place, which was part of routine security measures taken just before Republic Day in a highly sensitized and securitized zone like the ONGC premises, requiring the Management to inform authorities

of who would be present on duty. Since the premises belong to ONGC and the obligation for security lies with the Management, they must seek permission from the police based on the list provided by the contractor, and this necessary security measure does not mean that ONGC was trying to say that these guys were working as its employees, nor does it establish supervision and control, stating this is merely an attempt to mislead the Tribunal. Fourth, regarding the letters permitting instruments to be carried out of the office, the Ld. Counsel for the Management clarified that this is a security measure to ensure the instruments being carried out are duly authorized, and is "not a means to say that you were in control of me," but simply a gate pass for the instrument itself, not the person. Finally, the Ld. counsel highlighted another crucial document (Page 57) (dated 09.04.2018, signed by Sh. Sushil Kumar, ED-Chief PMBG), which was labelled as "Database for access control, (contingent/ contractual)," arguing that this title explicitly proves the workers were classified as contractual and contingent, which provides clear documentary evidence against the workmen's claim of regular employment or employee status. In summary, the Management concluded that the Workmen were fully aware they were employed through the contractors, they have provided no evidence of direct payment by ONGC, and that their documentary proof of control is nothing more than mislabelled security and administrative procedures necessary for any principal employer. Therefore, the Ld. Counsel submitted that their contracts were genuine and not sham, and that the claim for regularization is legally and factually untenable.

36. I have heard the arguments, perused the record and evidence examined by both parties in support of their contention.

At the outset, this Tribunal considers it appropriate to deal with the preliminary objection raised by the Management regarding the alleged absence of proper espousal of the industrial dispute. The said objection is found to be devoid of merit. It is an admitted position that the present reference has been made by the Appropriate Government in exercise of its powers under Section 10(1) of the Industrial Disputes Act, 1947, upon forming an opinion as to the existence of an industrial dispute between the parties. The scope of interference with such a reference is limited, and this Court cannot sit in appeal over the satisfaction of the Appropriate Government unless the reference is *ex facie* without jurisdiction. In the present case, the dispute has been raised collectively by as many as 50 workmen, all of whom are similarly situated and directly affected by the action of the Management. The dispute has been pursued through authorized representatives, and therefore, the requirement of espousal stands duly satisfied. The contention of the Management that the dispute ought to have been espoused by regular employees is legally untenable, as espousal by a substantial body of affected workmen themselves is sufficient in law. Accordingly, the objection regarding maintainability is rejected.

37. The management has taken the objection that the workmen themselves admitted that they were employed through contractors therefore, employee-employer relationship has not been established and workmen cannot seek regularization. However, certain guidelines have been enunciated by the Hon'ble Apex court in **Jaggo vs. Union of India**, 2024 SCC OnLine SC 3826 and **Sh. Vinod Kumar & Ors. Vs. Union of India (arising out of SLP (C) Nos.22241-42 of 2016)**. Though, the above said judgments were in reference to the direct contract employees by the Government Establishment, yet the ratio of said judgment is applicable to the case in hand where the management has adopted the unfair labour practice by taking services of the claimants for long years through the contractors. In *Vinod Kumar & Ors. v. Union of India*, it was held that the application of judgment in *Uma Devi* does not fit squarely with the facts at hand, given the specific circumstances under which the appellants were employed and have continued their services.

38. In the said judgment, the Apex court held that long, continuous, and unblemished service cannot be disregarded merely because employees were initially appointed on a contractual or part-time basis, especially where their work is perennial, integral, and indispensable to the organisation. The Court rejected technical objections relating to qualifications or procedural lapses, and held that outsourcing of identical work further demonstrates its necessity. It clarified that *Uma Devi* was not intended to deny regularisation to long-serving employees performing essential functions, but to prevent illegal appointments, and cautioned against its misuse to defeat legitimate claims. The relevant portion in *Jaggo vs. Union of India*, are reproduced herein below:-

"17. As for the argument relating to educational qualifications, we find it untenable in the present context. The nature of duties the appellants performed—cleaning, sweeping, dusting, and gardening—does not inherently mandate formal

educational prerequisites. It would be unjust to rely on educational criteria that were never central to their engagement or the performance of their duties for decades. Moreover, the respondents themselves have, by their conduct, shown that such criteria were not strictly enforced in other cases of regularization. The appellants' long-standing satisfactory performance itself attests to their capability to discharge these functions, making rigid insistence on formal educational requirements an unreasonable hurdle.

19. It is evident from the foregoing that the appellants' roles were not only essential but also indistinguishable from those of regular employees. Their sustained contributions over extended periods, coupled with absence of any adverse record, warrant equitable treatment and regularization of their services. Denial of this benefit, followed by their arbitrary termination, amounts to manifest injustice and must be rectified.

20. It is well established that the decision in Uma Devi (supra) does not intend to penalize employees who have rendered long years of service fulfilling ongoing and necessary functions of the State or its instrumentalities. The said judgment sought to prevent backdoor entries and illegal appointments that circumvent constitutional requirements. However, where appointments were not illegal but possibly "irregular," and where employees had served continuously against the backdrop of sanctioned functions for a considerable period, the need for a fair and humane resolution becomes paramount. Prolonged, continuous, and unblemished service performing tasks inherently required on a regular basis can, over the time, transform what was initially ad-hoc or temporary into a scenario demanding fair regularization. In a recent judgment of this Court in Vinod Kumar v. Union of India⁵, it was held that procedural formalities cannot be used to deny regularization of service to an employee whose appointment was termed "temporary" but has performed the same duties as performed by the regular employee over a considerable period in the capacity of the regular employee. The relevant paras of this judgment have been reproduced below:

"6. The application of the judgment in Uma Devi (supra) by the High Court does not fit squarely with the facts at hand, given the specific circumstances under which the appellants were employed and have continued their service. The reliance on procedural formalities at the outset cannot be used to perpetually deny substantive rights that have accrued over a considerable period through continuous service. Their promotion was based on a specific notification for vacancies and a subsequent circular, followed by a selection process involving written tests and interviews, which distinguishes their case from the appointments through back door entry as discussed in the case of Uma Devi (supra).

7. The judgment in the case Uma Devi (supra) also distinguished between "irregular" and "illegal" appointments underscoring the importance of considering certain appointments even if were not made strictly in accordance with the prescribed Rules and Procedure, cannot be said to have been made illegally if they had followed the procedures of regular appointments such as conduct of written examinations or interviews as in the present case..."

*21. The High Court placed undue emphasis on the initial label of the appellants' engagements and the outsourcing decision taken after their dismissal. **Courts must look beyond the surface labels and consider the realities of employment : continuous, long-term service, indispensable duties, and absence of any mala***

fide or illegalities in their appointments. In that light, refusing regularization simply because their original terms did not explicitly state so, or because an outsourcing policy was belatedly introduced, would be contrary to principles of fairness and equity.

22. The pervasive misuse of temporary employment contracts, as exemplified in this case, reflects a broader systemic issue that adversely affects workers' rights and job security. In the private sector, the rise of the gig economy has led to an increase in precarious employment arrangements, often characterized by lack of benefits, job security, and fair treatment. Such practices have been criticized for exploiting workers and undermining labour standards. Government institutions, entrusted with upholding the principles of fairness and justice, bear an even greater responsibility to avoid such exploitative employment practices. When public sector entities engage in misuse of temporary contracts, it not only mirrors the detrimental trends observed in the gig economy but also sets a concerning precedent that can erode public trust in governmental operations.

24. The landmark judgment of the United State in the case of *Vizcaino v. Microsoft Corporation*² serves as a pertinent example from the private sector, illustrating the consequences of misclassifying employees to circumvent providing benefits. In this case, Microsoft classified certain workers as independent contractors, thereby denying them employee benefits. The U.S. Court of Appeals for the Ninth Circuit determined that these workers were, in fact, common-law employees and were entitled to the same benefits as regular employees. The Court noted that large Corporations have increasingly adopted the practice of hiring temporary employees or independent contractors as a means of avoiding payment of employee benefits, thereby increasing their profits. This judgment underscores the principle that the nature of the work performed, rather than the label assigned to the worker, should determine employment status and the corresponding rights and benefits. It highlights the judiciary's role in rectifying such misclassifications and ensuring that workers receive fair treatment.

25. It is a disconcerting reality that temporary employees, particularly in government institutions, often face multifaceted forms of exploitation. While the foundational purpose of temporary contracts may have been to address short-term or seasonal needs, they have increasingly become a mechanism to evade long-term obligations owed to employees. These practices manifest in several ways:

- **Misuse of “Temporary” Labels:** Employees engaged for work that is essential, recurring, and integral to the functioning of an institution are often labeled as “temporary” or “contractual,” even when their roles mirror those of regular employees. Such misclassification deprives workers of the dignity, security, and benefits that regular employees are entitled to, despite performing identical tasks.
- **Arbitrary Termination:** Temporary employees are frequently dismissed without cause or notice, as seen in the present case. This practice undermines the principles of natural justice and subjects workers to a state of constant insecurity, regardless of the quality or duration of their service.
- **Lack of Career Progression:** Temporary employees often find themselves excluded from opportunities for skill development, promotions, or incremental pay raises. They remain stagnant in their roles, creating a systemic disparity between them and their regular counterparts, despite their contributions being equally significant.
- **Using Outsourcing as a Shield:** Institutions increasingly resort to outsourcing roles performed by temporary employees, effectively replacing one set of exploited workers with another. This practice not only perpetuates exploitation but also

demonstrates a deliberate effort to bypass the obligation to offer regular employment.

• **Denial of Basic Rights and Benefits:** Temporary employees are often denied fundamental benefits such as pension, provident fund, health insurance, and paid leave, even when their tenure spans decades. This lack of social security subjects them and their families to undue hardship, especially in cases of illness, retirement, or unforeseen circumstances.

26. While the judgment in *Uma Devi (supra)* sought to curtail the practice of backdoor entries and ensure appointments adhered to constitutional principles, it is regrettable that its principles are often misinterpreted or misapplied to deny legitimate claims of long-serving employees. This judgment aimed to distinguish between “illegal” and “irregular” appointments. It categorically held that employees in irregular appointments, who were engaged in duly sanctioned posts and had served continuously for more than ten years, should be considered for regularization as a one-time measure. However, the laudable intent of the judgment is being subverted when institutions rely on its dicta to indiscriminately reject the claims of employees, even in cases where their appointments are not illegal, but merely lack adherence to procedural formalities. Government departments often cite the judgment in *Uma Devi (supra)* to argue that no vested right to regularization exists for temporary employees, overlooking the judgment's explicit acknowledgment of cases where regularization is appropriate. This selective application distorts the judgment's spirit and purpose, effectively weaponizing it against employees who have rendered indispensable services over decades.

27. In light of these considerations, in our opinion, it is imperative for government departments to lead by example in providing fair and stable employment. Engaging workers on a temporary basis for extended periods, especially when their roles are integral to the organization's functioning, not only contravenes international labour standards but also exposes the organization to legal challenges and undermines employee morale. By ensuring fair employment practices, government institutions can reduce the burden of unnecessary litigation, promote job security, and uphold the principles of justice and fairness that they are meant to embody. This approach aligns with international standards and sets a positive precedent for the private sector to follow, thereby contributing to the overall betterment of labour practices in the country.”

39. The supreme court reiterating the principles laid down in *Jaggo (supra)* again in the case of ***Shripal v. Nagar Nigam, Ghaziabad***, 2025 SCC OnLine SC 221, held that that employees who have worked continuously and without complaint for long periods in roles that are perennial and essential cannot be arbitrarily terminated or denied regularisation, as such action would be unconstitutional. In such circumstances, the employer cannot rely on technical objections such as absence of a formal selection process, lack of sanctioned posts, or recruitment bans. It further clarifies that *Uma Devi* does not bar regularisation in these cases, particularly where long-standing service reflects a genuine and ongoing need for the work performed. The relevant portion is reproduced herein below: -

“13. 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* 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....”

40. The principal issue which arises for consideration in the present case is whether the engagement of the workmen through contractors is genuine or merely a sham and camouflage devised to deny them the status and benefits of regular employees. Upon a careful appreciation of the pleadings, documentary evidence and the testimony of witnesses, this Tribunal is of the considered opinion that the contract labour arrangement in the present case is not genuine. Documentary evidence (Ex. DW1/10) where A.L. Bhasin (DGM, GEO-1) certifying one of the claimants working with the management at the post of attendant for the last one year and other similar letter issued to Sh. Laxmi Dutt, Sh. Ram Kishan and letter addressed to Sh. Brijesh on 30.12.2017 by Sh. Dinesh Kumar Sarraf, buttresses the fact that the arrangement between the management of ONGC and contractors are not genuine. This fact is also buttressed from the direct payments made to the workmen through cheques by the management of ONGC. The material on record clearly demonstrates that the workmen were working within the premises of the Management and were subject to its direct control and supervision. The attendance records, duty rosters, identity cards, gate passes and shift reports (Ex. WW1/5) placed on record unmistakably establish that the day-to-day functioning of the workmen was regulated by the officials of the Management. The Management witness, on the other hand, has admitted lack of personal knowledge regarding crucial aspects of supervision and engagement and has failed to explain the role of the contractors in any meaningful manner. This clearly indicates that the real and effective control over the workmen was exercised by the Management.

41. Further, the evidence also points towards the existence of economic control with the Management. It has come on record that in certain instances, the Management had directly made payments to the workmen when the contractors defaulted. The Management has failed to produce cogent and reliable evidence to establish that the contractors had independent financial control over the workmen or that the wages were exclusively paid by them in a structured and autonomous manner. The absence of proper wage records and supporting documents further weakens the stand of the Management. An equally significant circumstance is the admitted position that while the contractors were changed from time to time, the workmen continued to work uninterruptedly for several years, in many cases extending over decades. Such continuity of the same set of workmen, despite change of contractors, clearly establishes that the contractors were merely intermediaries or name-lenders and that the arrangement was a device to avoid statutory obligations.

42. The nature of duties performed by the workmen further fortifies this conclusion. The workmen have been engaged in activities such as security services, clerical work, maintenance and other allied functions, all of which are essential and indispensable to the day-to-day functioning of the establishment. These are not intermittent or seasonal activities but are of a continuous and perennial nature. The long duration of service rendered by the workmen, coupled with the nature of duties performed, leaves no manner of doubt that the work is permanent in character. Indeed, the evidence on record clearly establishes

that the services rendered by the workmen are so vital to the functioning of the establishment that their removal would seriously disrupt, if not completely paralyze, the operations of the Management.

43. Applying the well-settled legal tests, this Court finds that both the Integration Test and the Continuity of Service Test stand fully satisfied in the present case. The workmen are fully integrated into the organizational framework of the Management, performing functions which are integral to its operations. Their long and uninterrupted service, notwithstanding the change of contractors, clearly establishes continuity of employment in substance. These factors cumulatively lead to the irresistible conclusion that the relationship between the parties is that of employer and employee, notwithstanding the ostensible contractual arrangement.

44. The workmen have also successfully demonstrated that they have been performing duties similar to those performed by regular employees of the Management, yet they have been paid substantially lesser wages and denied corresponding benefits. The Management has failed to establish any rational basis for such disparity. In these circumstances, the constitutional principle of “equal pay for equal work” is clearly attracted. The denial of parity in wages and service benefits amounts to unfair labour practice and cannot be sustained.

45. Insofar as the question of regularization is concerned, the objection of the Management based on the principle against backdoor entry is misplaced in the facts of the present case. The workmen have not secured employment through any fraudulent or illegal means; rather, they have been continuously engaged for long years under the direct control and supervision of the Management. The contract labour system having been found to be sham, the workmen cannot be denied the benefit of regularization on the ground of procedural irregularities. The long and continuous service rendered by them in perennial and essential activities confers upon them a legitimate right to be treated as regular employees. Denial of such status would amount to perpetuation of unfair labour practice. Consequently, the action of the Management in denying regularization and consequential benefits to the workmen is held to be unjust, unfair and illegal.

Relief

In view of the discussion made herein above, the workmen's services except those who had left the services of the management/respondent, are entitled to be regularized along with all consequential benefits since their initial date of appointment. The workmen who retired during the pendency of the proceedings are also entitled for consequential benefits arising out of their regularization. The workmen who had expired during pendency of this claim petition, are also entitled for regularization, and their legal heirs be given benefits of regularization. The award shall be complied with by the management within two months from the date of notification of this award. Award is passed accordingly. A copy of this award be sent to the appropriate government for notification under section 17 of the I.D Act. The file is consigned to record room.

Dated 22.05.2026

ATUL KUMAR GARG, Presiding Officer

नई दिल्ली, 30 जून, 2026

का.आ. 1395.—औद्योगिक विवाद अधिनियम (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार मेसर्स इंद्रप्रस्थ गैस लिमिटेड के प्रबंधन के संबद्ध नियोजकों और श्री सुमित गोस्वामी के बीच अनुबंध में निर्दिष्ट केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय-2, नई दिल्ली, पंचाट (रिफरेन्स न.- 56/2009) को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 30.06.2026 को प्राप्त हुआ था।

[सं. एल-30012/12/2008-आईआर(एम)]

सलोनी, उप निदेशक

New Delhi, the 30th June, 2026

S.O. 1395.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (**Reference No. 56/2009**) of the **Central Government Industrial Tribunal cum Labour Court-2, New Delhi** as shown in the Annexure, in the Industrial dispute between the employers in relation to **M/s Indraprastha Gas Ltd.** and **Shri Sumit Goswami** which was received along with soft copy of the award by the Central Government on 30.06.2026.

[No. L-30012/12/2008-(IR-M)]

SALONI, Dy. Director

ANNEXURE

BEFORE CENTRAL GOVT. INDUSTRIAL TRIBUNAL CUM – LABOUR COURT NO. II, NEW DELHI

I.D. No. 56/2009

Sh. Sumit Goswami vs. I.G.L.

Sh. Sumit Goswami

C/o IGL CNG Shramik Sangh, 108,
Kishanganj Market, Old Rohtak Road,
Kishanganj,
New Delhi-110001.

...Applicant/Claimant

Versus

M/s Indraprastha Gas Ltd.,

14th & 15th Floor, 29, Dr. Gopal Das bhawan,
Barakhamba Road, Connaught Place,
New Delhi-1.

...Management/respondent

Counsels:

For Applicant/ Claimant:

Sh. B.S. Rawat, Ld. AR.

For Management/ Respondent:

Sh. Anil Bhatt, Ld. AR.

AWARD

19.05.2026

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 and Employment, vide its Order No. L-30012/12/2008-IR(M) dated 16.09.2009, has been pleased to refer the following dispute between Sh. Sumit Goswami and M/s IGL Ltd. for adjudication by this Tribunal in the following terms:

“whether there was any employee and employer relationship between the workman Shri Sumit Goswami, Ex-technician and M/s IGL Ltd., New Delhi? If so, whether the action of the management of M/s IGL, New Delhi in terminating the services of Shri Sumit Goswami, Ex-technician w.e.f. 22.09.2006 is just and legal? To what relief the workman is entitled and from which date?”

On receipt of copy of the reference, the claimant filed his statement of claim. He submitted that he had been in permanent and continuous employment of the management since 01.10.2004, working at the post of Technician under the supervision and control of the management, and drawing a last monthly wage of Rs. 4,742/-. The claimant further submitted that during his tenure, his record was neat, clean, and unblemished. He was entitled to legal benefits as per law and had raised verbal demands in this regard from time to time. Allegedly, this led to annoyance on the part of the management, and on 22.09.2006, his services were terminated without any reason by not assigning him further duty.

He sent a legal notice dated 07.11.2006 to the management, which went unanswered. Thereafter, he approached the Assistant Labour Commissioner, New Delhi, by filing a statement of claim. Though the management appeared in the conciliation proceedings, it filed a false and frivolous reply.

Upon failure of conciliation, the claimant filed the present claim before this Tribunal, praying for reinstatement with full back wages and continuity in service.

In response, the management filed its written statement stating that the claimant is not a 'workman' as defined under Section 2(s) of the Industrial Disputes Act, 1947. According to the management, Sh. Sumeet Goswami was employed with M/s Unitech, a contractor earlier engaged by the management for providing certain services, which engagement ended in 1996. The management claimed to be the principal employer under the Contract Labour (Regulation and Abolition) Act, 1970, and M/s Unitech was one of its contractors who had obtained a valid license under the Act.

The management further contended that the claimant was, at times, deployed by M/s Unitech with the respondent company. It was also submitted that the claimant failed to implead M/s Unitech in the present dispute and approached the Tribunal with unclean hands by suppressing material facts. Hence, the claim is liable to be dismissed with costs.

Rejoinder had been filed by the claimant where he denied the averments made by the management in its written statement and affirmed the averments in his claim statement.

From the pleadings of the parties, the following issues were framed for adjudication:

1. Whether there was any employee-employer relationship between the claimant, Sh. Sumit Goswami, Ex-Technician, and M/s IGL Ltd., New Delhi? If so, its effect?
2. Whether the action of the management of M/s IGL, New Delhi, in terminating the services of Sh. Sumit Goswami, Ex-Technician, w.e.f. 22.09.2006 is just and legal? If so, its effect?
3. To what relief is the workman entitled, and from which date?

In order to prove his case, the claimant examined himself as WW1/1 and reiterated the facts as stated in his claim. He relied upon the following documents:

- A copy of the demand notice dated 07.11.2006 sent by the claimant. (Mark A).
- Postal receipt (Mark B).
- G.I. Removal/Modification form dated 03.11.2004 to 17.10.2005 (Page 01 to 36 (Colly)). (Mark C).

During cross-examination, the claimant admitted:

- He did not place on record any document proving that he was employed by M/s IGL.
- He did not lodge any complaint with the police or any authority regarding non-issuance of an appointment letter.
- He did not make any written complaint to M/s IGL in this regard.
- He denied being employed by M/s Universal Energy Ltd./M/s Unitech, a contractor of IGL.
- He denied receiving wages from M/s Universal Energy Ltd. or M/s Unitech.
- He denied that EPF contributions were made by M/s Unitech and deposited under Account Code No. UP/31102 with the Provident Fund Office at the relevant time.

- He admitted that he did not make any written complaint regarding non-payment of PF or ESI benefits.

On behalf of the management, one witness, Sh. Madhav Raman, was examined. He reiterated the contents of the written statement and relied on the following documents:

- A copy of the registration certificate under Contract Labour (Regulation and Abolition) Act, 1970 (Ex. MW1/1).
- A copy of Form 6A of the EPF scheme 1952 and the Employees' Pension Scheme 1995 for the period of 01.04.2005 to 31.03.2007 (Ex. MW1/2).
- A copy of return of contributions deposited by the Employer of the claimant M/s Unitech under ESIC for period of 01.04.2005 to 30.09.2006 (Ex. MW1/3).

During his cross-examination, he admitted:

- The documents shown and marked as 'C' (colly, containing pages 1 to 36) were photocopies of GIC removal/modification forms bearing the claimant's and customers' signatures.
- That in 2005 and 2006, IGL had an agreement with M/s Unitech; however, no document was produced to substantiate the agreement, except the labour license obtained by the contractor under the CLRA Act.
- The documents he referred to were obtained from the EPF office, Lucknow, and pertained to May 2007, while the claimant's alleged termination was in September 2006.

I have heard the arguments addressed by both parties and perused the records. The Ld. AR for the management has emphasized upon the fact that the workman has failed to produce any document to substantiate his claim that he was employed directly with the management. Rather, it has been contended that M/s. Unitech was a vendor and employer of the claimant, which used to provide certain services and had deployed its employees at the premises of the management. In support of his contention, the management produced a copy of the certificate obtained under the CLRA Act engaging M/s. Unitech as its contractor during the relevant period. The management has also placed a record of a copy of form-6A of the EPF scheme, 1952 and the Employees' Pension Scheme, 1995 for the period from 01.04.2005 to 31.03.2007 concerning the claimant. Further, the management proved on record the returns of contribution deposited under the ESIC by the employer of the claimant i.e., M/s. Unitech under ESIC for the period from 01.04.2005 to 30.09.2006.

The management relied upon the judgments of **Nilgiri Coop. Mkt. Society Ltd. vs. State of Tamil Nadu and Ors.**, MANU/SC/0100/2004 (decided on 05.02.2004), **Shankar Chakravorty vs. Britania Biscuits Co. Ltd.** 1979; **Manager, Reserve Bank of India, Bangalore vs. S.Mani and Ors.** 2005(5) SCC100, **Range Forest Officer vs. S.T. Hadimani** 2002 (3)SCC25, **Kanpur Electricity Supply Co. Ltd. vs. Shamim Mirza**, (2009/1 SCC 20), **Automobile Association Upper India vs. P.O. Labour Court-II and Anr.**, 130(2006) DLT 160, **Bank of Baroda vs. Ghemarabhai Harijibhai Rabari** (2005(10)SCC792); **N.C. John vs. Secretary, Thodupuha Taluk Shop and Commercial Establishment Workers' Union and Ors.** [1973 Lab. I.C. 398], **Babu Ram vs. Govt. of NCT of Delhi and Anr.**, 247 (2018) Delhi Law Times 596., where it was held that the burden of proving the relationship of employee and employer lies entirely upon the claimant/workman. It has been argued that the claimant has failed to discharge the said burden. It was further submitted that even before the conciliation officer, the claimant had admitted that he was employed through M/s. Unitech, yet he failed to implead the said contractor as a party. Accordingly, the management prayed that the claim is liable to be dismissed for non-joinder of necessary parties.

Per contra, the claimant argued that he had been working with the management since 01.10.2004 on the post of Technician at the last drawn salary of Rs. 4,472/- per month and when he demanded legal facilities, his services were terminated on 22.09.2006. The claimant further submitted that the records produced by the ESIC and EPFO authorities are incomplete. It was argued that the record produced by the PF authority pertains to the year 2007, whereas his services had already been terminated in the year 2006; therefore, the plea of the management that he was employed through M/s. Unitech is false and fabricated.

The claimant relied upon the judgment of *Raj Kumar Dixit vs. Vijay Kumar Gauri Shanker*, (Civil appeal no. 4370 of 2015, decided on 12.05.2015) [(2015) 9 Supreme Court Cases 345], wherein the Hon'ble Supreme Court held that where the respondent firm had authorized the appellant/workman through a special power of attorney to undertake work on its behalf, the relationship of employer and employee was established. Relying upon the said judgment, the claimant contended that MW1, in his cross-examination, admitted that in the year 2006 the office of IGL was situated at Gopal Das Bhawan, 14th-15th Floor, 29, Barakhamba Road, Connaught Place, and further admitted having received the notice sent by the claimant through registered post in the year 2006. The claimant also drew attention to the admission of MW1 that upon receipt of technical complaints, employees of IGL used to visit the houses of customers to resolve the problems.

It was further pointed out that MW1 admitted the documents marked as 'C' (pages 01 to 36), consisting photocopies of GI removal/modification forms containing the signatures of the claimant as well as the concerned customers. The claimant further highlighted the admission of MW1 that no document evidencing the award of contract to M/s. Unitech had been filed except the labour licence obtained under the CLRA Act. MW1 also admitted that the documents relied upon by him were records obtained from the EPF Office, Lucknow, pertaining to May, 2007. He further admitted that no document had been filed to establish that during the relevant period the claimant was working under the said contractor.

It is a well-settled principle of law that the onus to prove the relationship of employer and employee rests upon the claimant. His appointment letter, wage slip and the mode of payment are essential ingredients for establishing the relationship. However, it cannot be said that in the absence of these documents, the relationship of employer and employee cannot be established from the material available on record. It can be established by circumstantial evidence, ancillary evidence or secondary evidence.

Here, the MW1 admitted that the document marked as 'C' (pages 01 to 36) consisting photocopies of GI removal/modification form containing the signatures of the claimant as well as the concerned customers. Here, the management has failed to produce any documentary evidence in rebuttal that at the relevant time, it had entered into contract with M/s. Unitech Ltd. for the above said period and the wages bills had been paid to the contractor of the claimant.

The labour license obtained by the CLRA Act has nothing to do with the present matter. Even the record produced by the management from the office of EPFO, Lucknow pertaining to May, 2007 while the claimant alleged that his services were terminated by the management in the year 2006 itself.

Non-production of the contract entered by management with M/s. Unitech Ltd. as alleged of the relevant period has established that the claimant was the employee of the management. Further, non-production of the record coupled with the fact that the management has not called witnesses from M/s. Unitech Ltd. to establish that the claimant was employed by M/s. Unitech Ltd. at the premises of the management, the claimant has, therefore, proved that it was an employee of the management of I.G.L., and the issue no. 1 goes in favour of the claimant and against the management.

Coming to issue no. 2, Section 2(o) defines the term 'retrenchment' while section 25F of the Act has set out the conditions to be complied by an employer before retrenching a workman. Definition of section 2(o) and section 25F of Act are as follows:

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

(a) voluntary retirement of the workman; or

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

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

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

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 2 [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 3 [or such authority as may be specified by the appropriate Government by notification in the Official Gazette].

The said section itself created four exceptions where the termination of services of the claimant does not come within the definition of 'retrenchment'. The section itself creates a bar upon the retrenchment when the services were terminated by way of punishment.

From the pleadings and evidence placed on record, it stands established that the claimant had been working continuously with the management and that his services were terminated on 22.09.2006 by not assigning him any further duty. The management has failed to place on record any material to show that the claimant's services were terminated for any misconduct or under any exception carved out under Section 2(oo) of the Industrial Disputes Act, 1947. The termination of the claimant, therefore, squarely falls within the definition of "retrenchment" as provided under Section 2(oo) of the Act.

If the management intended to retrench the claimant, it was required to comply with the mandatory provisions of Section 25F of the Act by giving one month's prior notice or wages in lieu thereof. Additionally, the management was also required to pay retrenchment compensation equivalent to 15 days' average pay for every completed year of continuous service.

However, there is nothing on record to show that prior to terminating the services of the claimant, the management had complied with the mandatory provisions of Section 25F of the Act by giving one month's notice or wages in lieu of notice and by paying retrenchment compensation to the claimant at the time of termination. Non-compliance of the mandatory conditions prescribed under Section 25F renders the retrenchment illegal and unjustified. Accordingly, the termination of the services of the claimant is held to be illegal and unjustified.

Now, the question that arises is with regard to the relief to which the claimant is entitled to. As a general rule, where termination is declared illegal, the appropriate relief is reinstatement with full back wages. However, it has been held by the Hon'ble Supreme Court of India in **Employers, Management of central P & D Inst. Ltd. vs. Union of India & Another, AIR 2005 Supreme Court 633** that it is not always mandatory to order reinstatement even where the termination is held illegal and compensation can be granted instead by the industrial adjudicator. Similar views were expressed by the Hon'ble High Court of Delhi in **Indian Hydraulic Industries Pvt. Ltd. vs. Kishan Devi and Bhagwati Devi & Ors.**, wherein it was held that even if the termination is found to be illegal, the relief of reinstatement with full back wages need not be granted automatically and the relief may be moulded according to the facts and circumstances of each case, including grant of compensation in lieu of reinstatement and back wages. The same principle has been reiterated by the Hon'ble Supreme Court in **Maharashtra State Road Transport Corporation vs. Mahadeo Krishna Naik (2025 (INSC) 218)**, wherein it was held that reinstatement with full back wages is not an automatic relief and, in appropriate cases, lump sum compensation may be a more suitable relief.

Considering the facts and circumstances of the present case and prolonged litigation faced by the claimant, lump sum compensation of Rs. 5,00,000/- (Rupees Five Lakhs Only) is considered an appropriate relief in lieu of reinstatement. Accordingly, a lump sum compensation of Rs. 5,00,000/- (Rupees Five Lakhs Only) is awarded to the claimant in lieu of reinstatement and back wages. The management is directed to pay the said amount within two months from the date of publication of this Award, failing which the amount shall carry interest @ 8% per annum from the date of Award till its realization.

A copy of this Award be sent to the Appropriate Government for notification under Section 17 of the Industrial Disputes Act, 1947. The file is consigned to the Record Room.

नई दिल्ली, 30 जून, 2026

का.आ. 1396.—औद्योगिक विवाद अधिनियम (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार मेसर्स गल्फ ऑयल कॉर्पोरेशन लिमिटेड के प्रबंधन के संबद्ध नियोजकों और उसके कर्मचारी के बीच अनुबंध में निर्दिष्ट केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय-1, धनबाद, पंचाट (रिफरेन्स नं.- 39/2014) को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 30.06.2026 को प्राप्त हुआ था।

[सं. एल-30011/55/2013-आईआर(एम)]

सलोनी, उप निदेशक

New Delhi, the 30th June, 2026

S.O. 1396.— In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (**Reference No. 39/2014**) 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 Gulf Oil Corp. Ltd.** and **Their Workmen** which was received along with soft copy of the award by the Central Government on 30.06.2026.

[No. L-30011/55/2013-(IR-M)]

SALONI, Dy. Director

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO.1,DHANBAD

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

Reference Case No. 39/2014

Parties:

Employers in relation to the management of M/s. Gulf Oil Corp. Ltd.,
Sundernagar, Singhbhum (E), Jharkhand

AND

Their Workmen

Present: **Shri Sachindra Kumar Pandey**

Presiding Officer

Appearances:

For the Employers :-Sri A.N. Sinha, Ld. Advocate

For the workmen :-Sri K.K. Mishra, Ld. Advocate

State : Jharkhand.

Industry:-Oil & Gas

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-30011/55/2013 (IR(M)) dated 01/04/2014 has been pleased to refer the following dispute between the employer i.e. management of M/s. Gulf Oil Corp. Ltd., Sundernagar, Singhbhum (E), Jharkhand and their workman through General Secretary, Jharkhand Krantikari Mazdoor Union, Jamshedpur-2, Jharkhand for adjudication by this Tribunal:

SCHEDULE

“Whether the action of the management of M/s. Gulf Oil Corp. Ltd. (The contractor) is justified for denying the payment of 3 months notice pay, retrenchment benefit to their workmen? Then what relief the concerned workmen are entitled to?”

2. The case of the workmen as per the statement of claim filed on their behalf is that the contractor's workmen were working since 2005 with the contractor M/s Soumya Mining Pvt. Ltd. who was given contract jobs by Uranium Corporation of India Ltd. and they continued upto January 2010. After the expiry of contract period of M/s Soumya, the contract jobs were awarded to M/s. Gulf Oil Corporation Ltd. and the contractor's workers numbering 300 were engaged in the execution jobs of the contract. The contract workers were engaged since the project activities to the production stage which started during 2006-07 and continued in their employment thereafter as well. Banduhudang Open Cast Mines is one of the units of M/s. Uranium Corporation of India Ltd., (UCIL) where the jobs of the Project stage including operation work were carried out peacefully by the devoted contract workers. During the contract period of M/s. Gulf an agreement was entered into between Gulf and the union JKMU being represented by its President in presence of ALC(C) on 15.09.2010 where under it was decided that the contractor will give the contractor workers the following benefits:-

- (a) Uniform allowance @ Rs. 1000/- per month to the every contract worker.
- (b) Attendance allowance, based on attendance, of Rs. 130/- per month to Rs. 230/- per month to individual contract worker.
- (c) Payment of Fooding Allowance @ Rs. 1200/- per month to the every contract worker.

There had been irregularities in payment of the agreed amount to the workers and for that reason a protest was raised by the union for that departure and a strike notice as per statute was also served for the needful subsequently. To maintain industrial peace including conclusive working atmosphere, an agreement was further entered into between union JKMU and the representative of M/s Gulf in presence of a judicial Magistrate on 30.05.2012. Pursuant to the same the consensus was attained amicably on the following issues:-

M/s Gulf, the contractor will pay Rs. 420/- as an annual increment to individual contract worker which will be effective from April, 2012, Night allowance @ 20/- shall be paid to each worker for his night shift duty which will be paid w.e.f. 1.6.2012, Fooding allowance for May 2012 will be paid minimum Rs. 650/- to all individual worker and accordingly the amount will be admissible and paid whose attendance is preferably good in durance of strike period proportionately, any dispute and differences between the parties shall be solved amicably and strike would be called off and all the contract workers shall co-operate fully in the production and productivity of the contractor's jobs.

The contractor though agree to comply the terms in writing but failed to comply some of the terms in totality and for its enforcement statement of demand was raised by the Union JKMU vide their demand notice dated 29.06.2013 and this notice was issued because the management of M/s. Gulf started retrenching the contract workers undermining the statutory provisions thereto. The union JKMU raised the issues for payment of notice pay admissible as per I.D. Act 1947 to the contractor workers illegally retrenched by the contractor M/s Gulf, payment of retrenchment compensation as admissible as per the aforesaid Act, payment of Bonus @ 17.5 for the financial year 2012-2013 and 2013-2014 over due, payment of Leave Bonus admissible i.e. 30 days per year as per agreement and outstanding for the year 2012-2013, payment of admissible gratuity to the contractor workers who have completed the eligibility period for that, payment of outstanding wages for about 45 days, payment of Food Allowance due @ 1250/- per month to each worker for three months, payment of uniform allowance dues for the year 2011, 2012 and 2013 @ Rs. 1000/- p.a admissible for per contractor worker, payment of annual increment as per agreement to the individual contract worker from 01.04.2013, completion/assistance by the contractor for transfer/withdrawal of Provident Fund, payment of arrear below ground allowance since 2009 to the contractor workers engaged during the period and payment of dues for the year 2012 and 2013 to the workmen in respect of the value of Safety Shoes and Gum Boots. They also agitated about the illegal retrenchment of the contract workers before the contract period especially when the contract period was to expire sometimes in the year 2014. Thereafter a conciliation meeting was arranged with the appropriate authority that is ALC(C) Chaibasa on 14.08.2013 but the conciliation failed due to arrogant attitude of the contractor M/s Gulf. Before conciliation proceedings the management contractor Gulf submitted their rejoinder in respect of demand notice vide their letter dated

10.07.2013 and 22.07.2013 and the union JKMU also favoured their comments/reservations/submissions vide their letter dated 30.07.2013. M/s Gulf is an industrial establishment as such the provisions under chapter V-B are fully applicable. Except the provisions contained under section 25-N no workman employed in any industrial establishment to which chapter V-B is applicable shall be retrenched provided the workman has been given three months notice in writing and if the notice period has expired the workman need to be paid wages for notice period. M/s Gulf violated this provisions and did not care to pay the wages for the notice period for which otherwise the contractor's workers were fully entitled and as such they are entitled for the same. The employer has not obtained any permission from the appropriate authority before retrenchment which is necessary to be obtained by the employer and in the absence of the same the retrenchment is deemed illegal as per Section 25-N(7). As per Section 25(F)(b) it is a condition precedent to retrenchment of the workmen that the compensation equivalent to 15 days average pay for every completed year of continuous service or any part thereof in excess of six months need to be paid for retrenchment which has not been paid by the M/s. Gulf for which the workmen are fully entitled otherwise and at last it was prayed to adjudicate the reference in favour of the workmen.

3. On the other hand the case of the management as per the written statement cum rejoinder filed on his behalf is that the present reference is not maintainable because the Ministry has not enclosed the name, parentage and address of the concerned workmen. The absence of the names of the workmen concerned along with the order of reference is vague and indefinite and not competent for adjudication. The management of M/s Uranium Corporation of India Limited granted a contract for Mining work at Banduhurang site of UCIL. The date of commencement of work was 8th March 2010. The management of Gulf Oil Corporation Limited appointed the workmen concerned against the aforesaid contract work awarded by UCIL. The contract was terminated on 30th November 2012 and thereafter an extension of contract was granted extending the contract for a period of 4 months i.e. upto 31st March 2013. On extension of work order the concerned workmen were given notice of retrenchment vide management notice dated 28.12.2012 for 3 months notice to the concerned and affected workmen. The management already paid retrenchment benefit to all the employees who have completed 240 days continuous service every year. The workmen concerned are not entitled for payment of notice pay for three months. It is relevant to mention that the notice pay is payable only when no notice is given and in that case in lieu of notice, notice pay is payable. Whereas in the instant case the management already issued notice to all the concerned workmen and effected workmen. By way of rejoinder it has been stated that the statement made in Para 1 of the W/S of the union is matter of record. The statement made in Para 2 of the W/S of the union is not relevant. It is relevant to mention that the GOCL awarded contract in the year 2010 and thereafter engage certain workman for execution of the contract awarded to the Gulf Oil Corporation Ltd. by UCIL. The statement made in Para-3, 4 and 5 of the W/S of the union are not relevant. The statement made in Para 6 of the W/S is not correct. The management paid uniform allowance to each and every workman. The union can not make a demand beyond the term of reference and cannot be looked into. The statement made in Para-7, 8 and 9 of the W/S of the union are not relevant for adjudication of the term of reference and these are denied. The statement made in Para 10 of the W/S is not correct. The contract was terminated by UCIL w.e.f. 30.11.2012 and thereafter an extension of contract was granted by UCIL up to 31.03.2013. the management already issued notice of retrenchment to all workmen concerned. The statement made in Sub Para (i) of Para 11 of the W/S is not correct hence denied. The management already given notice to all workmen concerned of more than 3 months before retrenching their service. The statement made in Sub Para (ii) of Para 11 of the W/S is not correct hence denied. The management already paid retrenchment benefit to all workmen who have completed 240 days of continuous service every year. The statement made in Sub Para (iii) of Para 11 is not correct hence denied. The management paid bonus to all its employees. The statement made in Sub Para (iv) of Para 11 of the W/S is not correct hence denied. Every employee has been paid leave encashment for 30 days for the year 2012-2013 and the same on pro-rata basis for the year 2013-14 till the date of retrenchment. The statement made in Sub Para (v) of Para 11 of the W/S is not correct hence denied. The workmen concerned were not eligible for payment of gratuity as per the Act. The statement made in Sub Para (vi) of Para 11 of the W/S is not correct hence denied. The management has deducted any amount from their wages, hence there is nothing outstanding towards the wages. The statement made in Sub Para (vii) of Para 11 of the W/S is not correct hence denied. The statement made in Sub Para (viii) of Para 11 is not correct hence denied. The demand made by the union is false and baseless and beyond the term of reference. The statement made in Sub Para (ix) of the Para 11 of the W/S is not correct hence denied. The contractor labours are guided by the Contract Labour Act and all the workmen concerned

were given benefits as per the said Act. The statement made in Sub Para (x) of Para 11 of the W/S is not correct hence denied. The management has already issued application form to all its employee and maximum numbers of workmen have already withdrawn their Provident Fund accumulation. The statement made in Sub Para (xi) of Para 11 of the W/S is not correct hence denied. The workmen concerned were working in the open cast mine, therefore they were not entitled for underground allowance. The statement made in Sub Para (xii) of Para 11 of the W/S is not correct hence denied. The union is trying to enlarge the scope of term of reference. The statement made in Para 12 of the W/S of the union is not correct hence denied. The contract was terminated by the UCIL w.e.f. 30.11.2012 and thereafter extension was granted for 4 months up to 31st March 2013 and the management after complying the mandatory provisions of I.D. Act terminated the services of the workmen concerned which is legal and justified. The statement made in Para 13, 14 and 15 of the W/S are not relevant in view of term of reference. The statement made in Para 16 of the W/S is not correct. The management has already complied the provision of I.D. Act. The statements made in Para 17 to 21 of the W/S are not correct hence denied. The management has already given notice to all the workmen for more than three months. The management had applied before the Government for permission of retrenchment. The management has already complied with all the provision of the I.D. Act before retrenchment and so it is legal and justified and the management had paid retrenchment compensation to all its employees who have completed 240 days continuous service and at last prayed to reject the reference.

4. Rejoinder to the W/S of the management has also been filed by the workmen in which all the claims and stand taken by the management has been denied.

5. In support of their case the workmen have examined WW-1 Shimal Hansda and WW-2 Oram Manjhi.

6. The workmen have adduced the following documents:-

Exhibit W-1 – Photocopy of the Tripartite meeting dated 19.02.2010

Exhibit W-2 – Minutes of discussion held on 28.06.2010

Exhibit W-3 – Minutes of discussion held on 11.08.2010

Exhibit W-4 – Copy of decision taken on 15.09.2010

Exhibit W-5 – Copy of meeting held on 15.02.2011 with ALC

Exhibit W-6 – Memorandum of Settlement u/s 12(3) of the I.D. Act 1947

Exhibit W-7 – Meeting details of union with the Management of GULF

Exhibit W-8 – Notice dated 28.12.2012, 26.04.2013 and 30.05.2013 of GULF

7. The management has examined MW-1 Anit Kanti Sarkar and MW-2 Utpal Dutta.

8. The management has adduced the following documentary evidence:-

Exhibit M-1 – Photo copies of notice dated 22.01.2013 submitted to the Govt. of India by the Project Manager

Exhibit M-2 – Photo copies of notice dated 26.04.2013 submitted to the Govt. of India by the Project Manager

Exhibit M-3 Series– Photo copies of notice of retrenchment dated 28.12.2012

Exhibit M-4 – Photo copies of public notice dated 01.04.2013 and 29.05.2013

Exhibit M-5 – Photo copies of minutes of discussion of meeting held on 22.12.2012

Exhibit M-6 – Photo copy of letter dated 30.05.2013 issued to the sponsoring union

Exhibit M-7 – Photo copy of office copy of individual notices issued to the workmen on 30.05.2013

Exhibit M-8 – Photo copy of office copy of individual notices issued to the workmen on 28.12.2012

Exhibit M-9 – Photo copies of payment sheet regarding final settlement of workmen

9. Heard both sides perused the materials on record.

10. The Ld. Counsel on behalf of the workmen has submitted that the management of M/s. UCIL was granted contract for mining work at BandhuHurang Site of UCIL commencing from 08th March 2010 and thereafter the management of Gulf Oil Corporation Limited appointed the workmen concerned against the contract work awarded by the UCIL. The contract was terminated on 30th November 2012 and therefore the management gave notice to the workmen u/s 25(F)(c) of the I.D. Act, 1947 and Rule-76 Form "P" of the Industrial Disputes (Central) Rules, 1957 and no notice pay was given to the concerned workmen. As the management is covered under chapter V-B of the Industrial Dispute Act, 1947, the number of workmen being about 300, it was the duty of the management to serve three month notice as per Section 25-N of the I.D. Act and Rules 76-A(1) and Form "P(A)" of the Industrial Rules, 1957 as well as prior permission of the Central Government or appropriate authority must have been obtained but the management has violated the legal provisions and therefore the concerned workmen are entitled for three months notice pay as well as retrenchment benefits that have not been paid by the management to them and prayed to pass award in favour of the workmen.

11. On the other hand the Ld. Counsel on behalf of the management has submitted that the workmen were given six months of actual notice i.e. more than the statutory minimum period and therefore they are not entitled to further notice pay. The management has already paid full and final settlement including the retrenchment compensation and benefits to all the eligible employees who have completed 240 days of continuous service. The management had applied for permission to the appropriate government but did not receive the same and therefore as per Section 25N(4) of the I.D. Act, 1947 the permission is deemed to have been granted and so prayed to reject the reference.

12. **Issue**

Whether the action of the management of M/s. Gulf Oil Corp. Ltd. (The Contractor) is justified for denying the payment of 3 months notice pay, retrenchment benefit to their workmen? Then what relief the concerned workmen are entitled to?

13. Now as regard the oral evidence of the workmen in support of their case, WW-1 Shimal Hansda who is also one of the concerned workmen, has deposed that Banduhudang Open Cast Mines is unit of Uranium Corporation of India Limited. Previously the said work was given on contract to the contractor M/s. Soumaya Mining Pvt. Ltd. in May 2005 that continued up to January 2010 and later on after the contract period was over all the workmen started working under M/s. Gulf Oil Corporation Limited since March 2010 that was for 4 years that is upto March 2014 but under a conspiracy by the M/s. Gulf Oil Corporation Ltd. (GOCL) the concerned workmen were illegally retrenched on 30th June 2013 but the concerned workmen were not given retrenchment benefit nor notice pay. Thus the company deliberately violated the provisions of 3 months prior notice of the retrenchment and therefore they are entitled for 3 months notice pay and retrenchment benefit from the M/s. Gulf Oil Corporation Ltd. In cross-examination he has stated that he cannot say if the retrenchment notice was served on the union. He has admitted that the retrenchment compensation was paid to them but not the entire amount.

WW-2 Oram Manjhi is also one of the concerned workmen and he has supported and repeated the facts as stated by WW-1 in his examination in chief. In cross-examination he has stated that it is not a fact that they were noticed for termination and that notice was extended for three terms.

14. Now as regard the documentary evidence adduced on behalf of the workmen, **Exhibit W-1** is the photo copy of Tripartite meeting held on 19.02.2010 under the chairmanship of S.D.O. for employment in Gulf Oil Corporation Ltd., Banduhudang Open Cast Mines with the displaced UCIL Management, GOCL Management and several organizations of Banduhudang village. **Exhibit W-2 and W-3** are the minutes of discussions held on 28.06.2010 and 11.08.2010 respectively between the representative of the contractor and that of the union. **Exhibit W-4** is copy of decision taken on 15.09.2010 in the meeting before the ALC(C) and **Exhibit W-5** is the copy of meeting/proceeding held on 15.02.2011. **Exhibit W-6** is memorandum of settlement arrived at u/s 12(3) of the I.D. Act, 1947 between the management of M/s. GOCL, Contractor of UCIL and their workmen representative through the President/Vice President, J.K.M.U. before the Assistant Labour Commissioner (C), Chaibasa on 21.09.2011 regarding Bonus. **Exhibit W-7** is the proceeding of meetings held on 30.05.2012 on different issues. **Exhibit W-8** is the notice issued by the GOCL Banduhurang Open Cast Mines, Sundernagar, Jamshedpur, Jharkhand to all the workmen/employees on 28.12.2012 informing that their contract with M/s. UCIL for removal of overburden/waste and extraction of Uranium Ore at Banduhurang Open Cast Mines has been terminated w.e.f. 30th November 2012 and so their services will stand terminated with the closure of working hours of 31st March 2013 and they will be paid legal dues

on or before 7th of April 2013. Second copy is notice dated 26.04.2013 from M/s. GOCL to MadanHansda by which it has been informed that their contract with the UCIL that ended on 30.11.2012 that was further extended up to 3 months, ended on 31.03.2013 but the management of UCIL has again extended the same for 2 months that will end on 31.05.2013 and it was further informed that they were given further extension up to 31st March 2013 by the management and after that date their services will stand automatically terminated and thereafter they will be paid their legal dues. Third notice is of 30.05.2013 from M/s. GOCL to Madan Hansda informing that as GOCL could not complete the target timely on its request the UCIL has again extended this period up to 30.06.2013 for completion of the same and it was informed that their services were extended up to 30.06.2013 and after that period their services will be deemed to have automatically ended and they will be paid legal dues.

15. Now as regards the oral evidence of the management MW-1 Anil Kanti Sarkar who is working as Senior Assistant Manager, Purchase at IDL Explosives Ltd. at Rourkela has deposed that he joined GOCL on 1st April 2008 at Barbil and thereafter his services were transferred to Banduhurang Project of UCIL w.e.f. August 2010 and he worked there up to April 2014 and was again transferred to IDL Explosives Ltd. at Rourkela. He has further stated that the management of M/s. UCIL granted a contract in favour of GOCL for open cast mining work at Banduhurang site of UCIL that commenced from 8th March 2010 and it was terminated on 30th November 2012 and thereafter extension was granted for another 4 months that terminated on 31st March 2013. On extension of the work order the concerned workmen were given notice of retrenchment vide notice dated 28.12.2012 for 3 months to the concerned workmen. As the concerned workmen were given notice for 3 months hence they are not entitled to any notice pay. He has submitted the photo copies of notices as well as final settlement payment sheet that were marked Exhibits. In cross-examination he has stated that this case is for the payment of 3 months salary of notice period retrenchment and he has no knowledge about the facts mentioned in the W/S of the management. The employees have been given retrenchment benefits and notice period salary.

MW-2, Utpal Dutta has also corroborated facts stated by MW-1 in his examination- in- chief and in cross-examination he has stated that as per his knowledge all the dues of the workmen have been paid. He has knowledge about the Uranium Mines.

16. Now as regards the documentary evidence adduced from the side of the management, **Exhibit M-1** is the copy of notice dated 22.01.2013 submitted to the Secretary to the Government of India by the Project Manager and on its perusal it transpires that this is notice of retrenchment in Form-P u/s 25 F(c) of the I.D. Act 1947. It further reveals that this retrenchment is being affected by completion of work order issued by M/s. UCIL, though the same has been extended from 30th November 2012 to 31st March 2013 and on extension of the work order the concerned workmen were given notice of the retrenchment vide management notice dated 28.12.2012 for 3 months notice to the concerned and effected workmen as there would be no job hence the retrenchment of concerned workmen are required and the government has been requested to accept this. The second document is Form-P, notice under Rule 76 which is notice of retrenchment to be given by the employer under Section 25F(c) of the I.D. Act, 1947. This has also been sent by the Project Manager to the Secretary Govt. of India dated 22nd January 2013 under I.D. Rules, 1957 mentioning that they informed him that they have decided to retrench 330 workmen w.e.f. 31st March 2013 under clause (c) of Section 25F of I.D. Act, 1947 and the workmen concerned were given 3 months notice in writing on 28th December 2013 as required under clause (a) of Section 25F of I.D. Act inter-alia. Next document is notice dated 28.12.2012 sent by GOCL to all the workmen/employees informing that their contract with M/s. UCIL for removal of overburden/waste and extraction of Uranium Ore at Banduhurang Open Cast Mines has been terminated w.e.f. 30th November 2012 and so their services will stand terminated with the closure of working hours of 31st March 2013 and they will be paid legal dues on or before 7th of April 2013. **Exhibit M-2 Series** is letter dated 26.04.2013 written by the Project Manager to Secretary of Govt. of India, Ministry of Labour. In this notice of retrenchment Form-P it has further been stated that vide his earlier letter dated 22.01.2013 in which Form-P for retrenchment of 330 employees was sent to his office with reasons stated therein, thereafter an extension of contract was granted extending the contract period of 30th November 2012 for 4 months which was to get terminated on 31st March 2013 and so the extension of contract was again granted extending contract for a period 2 months which is due to terminate on 31st May 2013 and on extension of work order for 4 months the concerned workmen were given notice of retrenchment vide management notice dated 28.12.2012 and in continuation another notice was given for extension of 2 months i.e. 5 month notice in totality is being given to the concerned and affected workmen and now as there would be no job, the retrenchment of concerned workmen are required and the same is being

affected thereby and it was requested to accept the same. Another document is Form-P under Rule 76 and on its perusal it transpires that this is another letter written to the Secretary to the Govt. of India dated 26th April 2013 by the Project Manager. On its perusal it is evident that this is form of notice of retrenchment to be given by the employer under clause (c) of Section 25F of I.D. Act, 1947 and thereby they informed him that they have decided to retrench 326 workmen w.e.f. 31st May 2013 for the reasons explained in the Annexure and the concerned workmen were given 5 months notice in writing on 28th December 2012 as required u/s 25F(a) of the Act inter-alia. Another document is notice dated 1st April 2013 given by the Project Manager of M/s. Gulf Oil Corporation Ltd. and on its perusal it is evident that it has been issued to the concerned workmen informing that the contract with the M/s. UCIL was terminated on 30.11.2012 and thereafter they were given further extension of the work which ended on 31.03.2013 but the management of UCIL again extended the work contract for a period of 2 months which will end on 31.05.2013. It has been informed that with the end of working hours on 31.05.2013 their services will stand automatically terminated and their legal dues will also be settled on the close of the working hours. **Exhibit M-3** is notice dated 28.12.2012 issued by the Project Manager of M/s. GOCL informing all the concerned workmen that their work contract with the UCIL ended on 30.11.2012 and their services will end on 31.03.2013 and they were informed that their legal dues will be paid up to 07.04.2013. Another document of this series is repetition of notice already discussed in Exhibit M-1 Series. **Exhibit M-4** is general notice issued by the Project Manager GOCL Management dated 01.04.2013 by which all the concerned employees have been informed that their contract with M/s. UCIL for removal of overburden/waste and extraction of Uranium Ore at Banduhurang Open Cast Mines has been terminated w.e.f. 30th November 2012 and so their services will stand terminated with the closure of working hours of 31st March 2013 and they will be paid legal dues on or before 7th of April 2013. Another document is general notice dated 29.05.2013 issued by the Project Manager regarding information of 3 months extension of their work period that ended on 31.03.2013 and now this has further been extended for 2 months up to 31.05.2013. **Exhibit M-5** is meeting details held on 29.05.2013 between the M/s. GOCL Representative and Sumu Union Representatives. **Exhibit M-6** dated 30.05.13 is also meeting details held on 29.05.2013. **Exhibit M-7** is the repetition of Exhibit M-6 with the difference that the earlier was written to Sumu Union and the present one has been written as individual notices. **Exhibit M-8** is also individual notice that was issued on 28.12.2012. **Exhibit M-9** appears to be the payment sheet of final settlement of 362 workmen that contains different heads of Leave Encashment, Bonus, Uniform.

17. Admittedly the concerned workmen who are about 300 in numbers were retrenched by the management of M/s. GOCL by sending them notice (**Exhibit W-8, Exhibit M-1, Exhibit M-2 and Exhibit M-3 Series**) and on its perusal it is crystal clear that the notices to the concerned employees as well as information to the Secretary Govt. of India of Ministry of Labour, New Delhi was sent under clause (c) of Section 25F of I.D. Act 1947 and Form-P and Rules 76 of Industrial Dispute Rules 1957 whereas admittedly the management is covered under chapter V-B and accordingly the management was under legal obligation by virtue of Section 25 N of I.D. Act, 1947 to send 3 months notice in writing to the concerned workmen indicating the reasons and the notice must have been sent under prescribed Form –“P(A)” under Rules 76-A of the Industrial Dispute Rules 1957 for retrenchment but the management has violated this mandatory provisions and therefore, the notices for retrenchment sent by the management under clause (c) of Section 25F of the I.D. Act, 1947 and Form-P of the I.D. Rules 1957 are illegal making the retrenchment invalid and void ab-initio and so in such circumstances it shall be deemed that the concerned workmen have not been issued any notice prior to their retrenchment which is mandatory and therefore, they are entitled to 3 months notice pay as well as the retrenchment benefit accordingly.

18. Thus on the basis of above discussions of evidence this Tribunal finds and holds that the actions of the management of M/s. GOCL (The Contractor) is not justified for denying the payment of 3 months notice pay and retrenchment benefit to 226 retrenched workmen whose names were submitted before ALC (C) Chaibasa at conciliation stage and the management is directed accordingly to make payment of the same within 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, 30 जून, 2026

का.आ. 1397.—औद्योगिक विवाद अधिनियम (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार ओएनजीसी लिमिटेड के प्रबंधन के संबंधित नियोजकों और ओएनजीसी दिन मज़दूर यूनियन के बीच अनुबंध में निर्दिष्ट केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, गुवाहाटी, पंचाट (रिफरेन्स नं.- 01/2019) को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 30.06.2026 को प्राप्त हुआ था।

[सं. एल-30011/54/2018-आईआर(एम)]

सलोनी, उप निदेशक

New Delhi, the 30th June, 2026

S.O. 1397.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Reference No. 01/2019) of the **Central Government Industrial Tribunal cum Labour Court, Guwahati** as shown in the Annexure, in the Industrial dispute between the employers in relation to **ONGC Ltd.** and **ONGC Din Mazdoor Union** which was received along with soft copy of the award by the Central Government on 30.06.2026.

[No. L-30011/54/2018-(IR-M)]

SALONI, Dy. Director

ANNEXURE

IN THE CENTRAL GOVT. INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT,
GUWAHATI, ASSAM.

Present: Smt. Indira Barman, M.A., LL.B.,
Presiding Officer,
CGIT-cum-Labour Court, Guwahati.

Ref. Case No. 01 of 2019.

PARTIES : The General Secretary, ONGC Din Mazdoor Union, Tripura, Agartala.

.....Workmen/Union.

-vrs-

The Asset Manager, ONGC Ltd., Tripura Asset, Agartala.

.....OP/Management.

REPRESENTATIVES:

For the Workmen/Union : Mr. Gouri Sankar Bhattacharjee, learned Advocate

For the Management. : Ms. Subornalekha Senapati, learned Advocate.

INDUSTRY : ONGC Ltd., Tripura Asset,

STATE : Tripura, Agartala.

Date of Award : **01-06-2026**

AWARD

1. This Industrial Dispute was referred to this Tribunal by the Govt. of India through the Ministry of Labour and Employment vide order No. **L-30011/54/2018-IR (M) dated 07-01-2019** in exercise of the powers conferred under clause (d) of sub-section (1) of sub-section (2A) of section 10 of the Industrial Disputes Act, 1947. The Appropriate government has referred the following two issues for adjudication by this Tribunal:

“(i) Whether the action of the Management of ONGC Tripura Project (Asset) in not regularizing the service of Shri Gopal Ch. Dey & 13 (Thirteen) others (List Contingent Worker enclosed as Annexure-‘A’) out of 38 Nos. of contingent workers in tune with the judgement of Honorable Supreme Court in Civil Appeal No. 3727 of 2015 (ONGC -vrs-Petroleum Coal Labour Union & others) is proper, legal & justified? If not, then to what relief these workers are entitled? What other directions, if any, are necessary in the matter?”

(ii) Whether the action of the management of ONGC Tripura Project (Asset) in not introducing/implementing the principle of equal pay for work in the case of Shri Dey & 13 others (List of Contingent Worker enclosed as Annexure-‘A’) in the light of the judgement of Honourable Supreme Court in Civil Appeal No.213 of 2013 (State of Punjab & ors. -vrs- Jagjit Singh & ors.) since 03.08.2000 (the day a group of 20 Nos. Contingent Workers were regularized out of 38 Nos.) is legal & justified? If not, then to what relief these workers including those who have retired from service/died) are entitled?”

2. After receipt of the order from the appropriate Government, the present Reference Case No. 01 of 2019 was registered on 04-02-2019 and notices were issued to the parties through registered post for filing Claim Statement/ Written Statement, along with documents and list of witnesses.

3. In gist the facts of the case as disclosed in the Written Statement filed by the aggrieved workmen/union is that the ONGC, Tripura Asset (Agartala) engaged 38 contingent workers from 1988-89 in various Grade IV posts including helper, workers, Mali, attendant, drivers possessing valid driving license, crane operator, etc. They are continuously working under the ONGC, Tripura Asset, Agartala for last 28 to 29 years on full time basis. It is stated that initially the claimants were engaged following due process, i.e. the claimants applied for the jobs as contingent workers for Grade IV workers (unskilled) and after following the selection process, they were engaged. In the inception, their engagement was for a limited period, but they are working continuously without break in service and all of them completed 240 days continuous service in the consecutive 12 months and their status became perennial. It is stated that the ONGC, Tripura Asset engaged a good number of contingent unskilled as well as skilled workers following due process from the inception and their engagements were perennial in nature. All the contingent employees who completed 240 days continuous service, continued their job, and the rests who could not complete continuous 240 days in the consecutive 12 months, they were released. Subsequently following due process and as per the regulations (MRPR-80) of the ONGC, they were absorbed to regular posts except the present petitioners. It is further stated in claim statement that during the initial engagement as contingent employees, the present claimants except two were class-VIII standard which was the minimum eligibility criteria for helper/workers for initial engagements in Grade -IV posts.

The claimants in their claim statement also stated that the present 14 claimants are working without break in service continuously for last 28/29 years in the status of contingent workers. Through some facilities such as 30 days annual leave, CPF, yearly bonus, limited medical benefits, overtime allowances

etc. were contributed to them at par with the regular employees but the status of the claimants remained as contingent workers and are getting paltry wages. Therefore, the claimants after completion of continuous 240 days in consecutive 12 months raised their demand to regularize their service as in the meantime many sanctioned post were falling vacant but no fruitful result came forth. It is stated that in the year 1999 on raising demand by the claimants, a bilateral meeting was held on 30-10-1999 with agenda of regularization of 38 contingent workers. In the minutes of the meeting, the contingent workers were asked to increase their qualification of Madhyamik pass, as the creation of the posts has been in process, and it is declared that the recruitment would follow MRPR-80 (Modified Recruitment & Promotion Regulations), 1980. It was also clarified by the management that no educational qualification would be relaxed. The management assured that they would create 20 numbers of posts for absorption of the contingent workers by 2000 and within 2001 all other contingent workers would be absorbed in regular posts. The minutes of the said bilateral meeting were consented by all the members of the Management and the Claimants Union.

The Claimants in their written statement further stated that they were assured by the ONGC, Tripura Asset that they would be absorbed following the MRPR-80 and for that, adequate posts would be created. It was also assured that at first 20 posts would be created by 2000 for absorption of the contingent workers and thereafter all other contingent workers would be absorbed within 2001, subject to acquiring minimum qualification of Madhyamik pass, the required qualification for appointment of Grade IV posts. Prior to that the required qualification was class VIII pass. Accepting the proposal, the following workers succeeded the Madhyamik examination:

Name of Workers & CPF Number	Qualification	Date of passing Madhyamik	Section/ Department
Subhas Debnath, 73953	VIII standard	-	Automobile
Brajendra Debnath, 73954	VIII standard	13.08.2013	Sub-Surface(HMV)
Dilip Deb, 72977	VIII standard	07.06.2013	Logistics (HMV)
Chittaranjan Roy, 73989	VIII standard	-	ED-Cell
Sankar Acharjee, 73979	VIII standard	10.12.2013	Material Management
Bhusahn Debnath, 73980	VIII standard	10.12.2013	Automobile
Sudhir Ranjan Roy, 73990	VIII standard	10.12.2013	Electronics & Telecom
Chitta Ranjan Sarkar, 73983	VIII standard	10.12.2013	Typist
Malin Choudhury, 73985 SC	VIII standard	13.08.2013	Worker
Sadhan Kumar Dey, 73993	VIII standard	07.06.2013	Worker
Gopal Chandra Dey, 73994	VIII standard	13.08.2013	HMV
Khokan Kumar Saha, 73996	10th standard	10.12.2013	Helper
Pramod Nama, 73997, (now Retd) SC	VIII standard	-	Worker
Narayan Ch. Das 78119 SC	VIII standard	-	Worker

It is alleged in the written statement that though in the year 2000, the ONGC Tripura Asset created 20 posts as per their assurance but the management reverting to the previous eligibility criteria (Class VIII standard) for the Grade IV posts, called VIII standered workers for appearing in the interview except the present 14 claimants despite their eligibility though they were eligible for the said posts. Though in the meantime the claimants acquired the higher qualification on the basis of the assurance of the ONGC, Tripura Asset and the posts were created by the Management but the present claimants contingent Workers were not absorbed. Therefore the present claimants approached before the Hon'ble Tripura High Court in W.P. (C) 449 of 2014 challenging deprivation in the regular posts in which the Hon'ble High Court passed order on 06-02-2015 directing to regularise the claimants in case of arising future vacancy in Group-D services of ONGC on priority basis since they already acquired the Madhyamik pass qualification and also working for 25/26 years without break. Despite this direction, the management continued to recruit grade IV workers at regular intervals without considering the claimants. It is stated that the claimants are working for last 28/29 years, as such without creating the posts and continuously depriving the present claimant petitioners from the adequate scale of pay when they were discharging their duties full time basis and at per with the regular employees, the claimants are entitled the equal pay for the same posts in the basic scale at per with the regular employees for the same category. It is further stated that the ONGC, Tripura Asset absorbed nine contingent workers (not the claimants) who were of similar status in the year 2000, but the claimants were not considered and very wilfully the claimants were not called for contesting the interview when the claimants were eligible. Hence prayed to direct the management to absorb the claimants to the regular posts as per fitment to their eligibility and to grant equal pay for equal work from 03-08-2000 (the date when 20 other contingent workers were regularised).

4. Management side contested the case and submitted Written Statement stating that initially 38 contingent workers were engaged in ONGC, Tripura Asset casually, not against any sanctioned posts and their engagement was not based on any selection process recognised by the relevant rules or procedures and since 1988-89, these contingent workers are working. It is stated that a meeting was held on 25.09.1999 between the ONGC Din Mazdoor Union and the then Director (Personnel) pursuant to which, 20 posts were created/sanctioned by ONGC Head Quarters and during the year 2000, out of the above 38 contingent workers, 20 workers were regularized/absorbed in Group 'D' post through an interview held on 03.08.2000. The Management stoutly denied the claimants allegation of not sending call letters to the claimants for the interview held on 03-08-2000. It is stated that out of the remaining 18 contingent workers, 2 (two) workers expired in the year 2006, 1(one) in the year 2010 and another in the year 2016, while 1 (one) retired on 30.11.2017. Presently, there are 13 contingent workers continuing on the rolls of ONGC, Tripura Asset. It is contended by the answering management that the service conditions of contingent workers are governed by the Certified Standing Orders for Contingent Employees of ONGC certified by the Deputy Chief Labour Commissioner (Central), New Delhi, effective from 15-07-1962 and cannot be compared with the service conditions of the regular employees of ONGC, who are governed by the Conduct, Discipline and Appeal Rules. Further, ONGC being a public sector undertaking, follows its own recruitment policies under the Modified Recruitment & Promotion Regulations, 1980 (hereinafter referred to as MRPR, 1980) besides other applicable Acts and there is no provision for any automatic regularisation of contingent workers in ONGC.

It is further stated by the Management in the written statement that according to the said Standing Orders, contingent employees have been classified as hereunder :-

- a) Casual means those contingent employees who have put in attendance upto 179 days in 12 consecutive months.
- b) Temporary means those contingent employees who have been on the rolls of the commission for at least 180 days in any period of 12 consecutive months.

Provided that a temporary workman who has put in at least 240 days of attendance in any period of 12 consecutive months and possesses the minimum qualification prescribed by the commission may be considered for conversion as regular employee whenever the vacancies are filled in and their names are sponsored by the Employment Exchange, etc.

The answering Management further stated that the role, responsibility and accountability of regular employees are entirely different from that of the contingent workers and hence there cannot be any comparison with the service conditions of the regular employees of ONGC. It is stated that a bilateral meeting was held on 25-09-1999 on agenda of regularization of 38 contingent workers between the ONGC Din Mazdoor Union and the Director (Personnel) at Agartala, whereupon the contingent workers were called upon to enhance their educational qualification in their respective area, be at least matriculate for being absorbed since out of the list of the contingent workers submitted by the Union, only 8 workers were having the desired qualification and assured that by 2001 almost all contingent workers were likely to be absorbed in regular posts without any relaxation of educational qualification. It is stated by the answering management that as per assurance given in the meeting on 25-09-1999, 20 numbers of posts were created/sanctioned and in the year 2000, out of the 38 contingent employees 20 employees who met the requisite qualification for the respective posts were recruited in ONGC through a proper recruitment process. It is stated that there is no rule for suo-moto regularization of contingent employees and as per Government direction, ONGC gives open advertisement as and when regular vacancies arise so as to provide equal opportunities to all concerned and all eligible candidates including contingent employees have to apply against the vacant posts, however age relaxation may be granted to contingent employees. Further the Management vehemently denies the contention of the claimants that they were not served call letters and could not attend the interview conducted by the Management in the year 2000 when 20 contingent workers were regularized in 20 posts created in pursuant to the meeting of 25-09-1999. The management vehemently refutes the allegation of willfully abstaining to call the claimants to consider their candidatures for absorption to the created posts. It is submitted that, in reference to the Advertisement No 1/2013, although 3 of the present claimants workmen had the eligibility to apply for the post of Junior Motor Vehicle Driver (HV) and Junior Motor Vehicle Driver (Winch Operation), none of the three opted to apply for the posts, for which ONGC cannot be held responsible. Again, after the Management published advertise No.2/2015 for recruitment of 157 posts in class III & IV category in Tripura Asset in the local newspaper, the contingent workers submitted representation for withdrawal of the said Advertisement and absorption of all contingent workers. These contingent workers even approached the Hon'ble High court of Tripura by preferring a batch of writ petitions challenging the said advertisement vide W.P(C) Nos. 378, 379, 380 381 and 382 of 2015, which were dismissed by the Hon'ble High Court vide judgment and order dated 18.09.2015, holding that these writ petitions are hit by the principles of res judicata in view of the judgment and order dated 06.02.2015 passed in WP(C) No 449/2014. Subsequently inspite of relaxations given to those contingent workmen to apply for the advertised posts, none of them had applied. The management of ONGC created 20 Nos. of posts in which 20 out of the 38 contingent workmen who met the requisite qualification for respective posts were recruited through proper recruitment process in the year 2000. It is denied by the management that the claimants candidature was not considered in spite of their

eligibility for the said posts which is evident from the Master Chart reflecting the names of the claimants along side the other candidates who appeared for the interview on 03.08.2000.

5. The claimants also filed counter statement against written statement of the management stating that the Management suppressed that the present claimants' candidature were not considered on 03-08-2000 and never been called to attend the interview. It is submitted that though many recruitments were done after 2000, but the claimants candidatures were not considered. The ONGC never called the present claimants in the selection process against their candidature, when other similarly situated workers were called in the said process, as such the present claimants were denied to be absorbed in the regular posts. In the subsequent selection process after 2013, the present claimants were also not considered for their regularisation. It is stated that the present claimants holding Grade IV category i.e. the bottom of the ladder, their status cannot be compared with the role and responsibility of other grades. They (Grade IV) cannot have supervisory and controlling power to attach the similar posts under the Management.

6. In support of the pleading, the workmen side adduced evidence of four witnesses on affidavit. The workmen witness No.1 Sri Gopal Chandra Dey did not appear for cross examination and the workmen prayed for expunging the testimony of this witness submitted on affidavit. Hence the evidence on affidavit of workmen witness No.1 is not considered in deciding the questions in dispute.

7. Workmen witness No.2 Sri Khokon Kumar Saha, workmen witness No.3 Sri Sankar Acharjee and workmen witness No.4 Sri Sadhan Kumar Dey deposed in same tune in their evidence on affidavit. Let me, therefore, briefly state what the witnesses said in their evidence on affidavit. Workmen witness (W.W.) No.2 Sri Khokan Kumar Saha in his evidence on affidavit stated that he along with other claimants are working as contingent workers under the ONGC, Tripura Asset, Agartala and they are continuously working for the last 28-29 years without break in service on full time basis, holding the posts and discharging their duties attached to the posts at par with the regular employees. He stated that he was engaged following due process as casual workers for Grade IV unskilled workers and their engagement were for a limited period but the limited period continued without break in service and all the claimants completed 240 days continuous service in consecutive 12 months. He further deposed that in previous days, the respondent management absorbed contingent workers to regular posts who have completed 240 days continuous service in the consecutive 12 months following due process and rests who could not complete continuous 240 days in the consecutive 12 months, were released. WW-2 further stated that in ONGC, Tripura, the contingent employees who completed 240 days in a year were absorbed to the regular scale following the regulations (MRPR-80) of the ONGC except the present claimants inspite of several bipartite meetings were held. He further stated that during the initial engagement as contingent employees, the claimants were class-VIII standards (except two) and at that point of time the class VIII standard was the minimum eligibility criteria for the helpers/workers for their engagements. They were engaged from 1988 onwards till 1990 under various Section/Department in various posts such as helpers/workers/Mali/attendant etc., all are grade IV and some were engaged as driver/ crane operator possessing valid driving license. He also stated that the present claimants already completed 28/29 years of their service in the status of contingent workers. Though some facilities were given to them at par with the facilities given to the regular employees such as 30 days annual leave, CPF, yearly bonus, limited medical benefits, overtime allowances for working extra hours beyond office hours etc. and also allotted CPF accounts to all of them at par with the regular employees but their status is still contingent, though they are discharging their duties at par with the regular employees and they are getting paltry wages, for the same duties. He stated in evidence that they 14 employees are working on full time basis from 1988 till date

getting paltry amount of wages. He stated that after completion of continuous 240 days service in a consecutive 12 months, they demanded for regularisation of their service like other contingent workers as many sanctioned posts were falling vacant but no fruitful result came forth. He further stated that in the year 1999 against their demand for regularisation, the respondent assured to absorb them against regular posts subject to acquire qualification at least Madhyamik pass for grade IV employee as per recruitment rules. He stated that on 30-10-99 a bilateral meeting was held on agenda of regularization of 38 contingent workers in which the contingent workers were asked to acquire qualification of Madhyamik pass. However, it was clarified by the Management that no educational qualification would be relaxed and also assured that the Management would create 20 posts for absorption of the contingent workers by 2000 and within 2001 all other contingent workers would be absorbed in regular posts which was accepted by the members of both sides. As per the bilateral agreement, all the contingent workers/the claimants acquired the qualification for regularisation. WW No. 2 also stated that in response to the bilateral meeting, though the management took the drive for absorption of contingent workers in regular posts in the year 2000 but surprisingly shifting from eligible criteria, previous eligible criteria were taken for grade IV posts and VIII standardised workers were called for interview except the present claimants, as such the present claimants could not attend the interview inspite of having eligibility criteria for post of Jr. Mali, Jr. Sanitary Cleaners, Jr. Assistant Technicians, Jr. Assistant (P&A), Jr. Attendant and without considering them, regularised other 17 contingent workers. Hence, they approached before the Hon'ble Tripura High Court vide W.P. (C) 449/2014 wherein vide order dated 06-02-2015 the Hon'ble Tripura High Court directed to consider them on priority basis in arising future vacancy. However, having failed to get redress, they approached the Assistant Labour Commissioner, Silchar but no settlement reached. The workmen witness No.2 also proved the initial engagement letters to the claimants as Exhibit-1 (8 sheets), the copy of the present status of the claimants as Exhibit-2, salary slips of the claimant as Exhibit-3 (13 sheets), the minutes of the Bilateral meeting dated 25-09-99 as Exhibit-4, Madhyamik pass certificates/mark sheets of the claimants and the trade qualification as Exhibit-5 (36 sheets), copies of the letter of eligible contingent workers who were considered to be absorbed as employees of the ONGC as Exhibit-6, certified copy of judgement of the Hon'ble Tripura High Court dated 06-02-2015 passed in W.P. (C) 449/2014 and W.A. No.09/15 as Exhibit- 7, copy of the representations made by the claimants before the Assistant Labour Commissioner, Silchar as Exhibit-8, minutes of the hearing done by the Assistant Labour Commissioner as Exhibit-9, copy of failure of conciliation report of Asstt. Labour Commissioner (Central) dated 22-10-2018 passed by the Assistant Labour Commissioner, Silchar as Exhibit-10 and the copy of 'ONGC (Recruitment and Promotion) Regulations 1980 and Connected Instructions' as Ext.11. In cross examination the workmen witness No.2 stated that he passed Class-X in the year 2014 and he was qualified for the post of helper. He stated that he did not remember whether there was any advertisement by the management in the year 2015 for filling up the vacancy of helper. He further stated that he applied several times after 2015.

8. The workmen witness No.3 Sri Sankar Acharjee in his evidence on affidavit fully corroborated the evidence of WW No.2. In cross he stated that he joined ONGC on 11-08-1989 but regarding this, no document was proved by him. He stated that initially he was engaged for 15 days, after 15 days of engagement there was a gap after which he was again engaged. He stated that after the gap, he joined again and has been continued. He joined in Grade-IV post, but he did not remember the date from which he has been working continuously. He stated that he has been working since 1988-89 and completed 240 days of continuous service. During initial engagement he read upto class-VIII, thereafter he passed Madhyamik in the year 2013. He stated that in the year 1998 as per advertisement for recruitment in ONGC, he applied

and thereafter he got a call letter from the ONGC and appeared in the interview orally after which he was selected and engaged.

9. The workmen witness No.4 Sri Sadhan Kumar Dey in his evidence on affidavit stated same version as of WW. No.2 and W.W.3. WW No.4 in cross stated that he is working in the Battery Section of the Auto Electrical Department of ONGC. He passed matriculation in the year 2014. He did not apply in response to the advertisement of 2015 for recruitment in various vacant posts of ONGC because his application was not accepted in the portal of the ONGC. He stated that he was over aged at that time and the required qualification for filling the post was ITI pass which he was not. The ONGC told him at the relevant time that they will condone the age but they cannot relax the qualification of ITI and possessing heavy driving license. He stated that there was a post of Junior Fire Man for which heavy driving license is required.

10. The Management side adduced evidence on affidavit of Smt. Bhavna Sanjay Athawale, the Deputy General Manager (HR) of ONGC as M.W.-1. She stated that she is the custodian of the recruitment process in ONGC, Tripura Asset, Agartala. She stated that initially 38 contingent workers were engaged casually in Tripura Asset, Agartala which was not against any sanctioned posts and their engagement was not based on any selection process recognized by the relevant rules or procedures. They were engaged to accomplish petty jobs which are intermittent in nature and their engagement stood terminated without notice on completion of the limited period of engagement. She deposed that subsequently, on completion of 240 days of continuous service in 12 consecutive months, they attained the status of contingent workers. The witness further stated that mere completion of 240 days of continuous service in 12 consecutive months does not entitle a contingent employee to claim regularization and/or automatic absorption as a matter of right in regular posts of ONGC. She also stated that a bilateral meeting was held on 25.09.1999 regarding regularisation of 38 contingent workers between the ONGC Din Mazdoor Union and the Director (Personnel) at Agartala, whereupon the contingent workers were called upon to increase their educational qualification in their respective area of work since the basic eligibility criteria/educational qualification necessary for absorption/regularization in the case of the claimants is "Madhyamik pass". She stated in cross examination that only in the year 2013, out of the 38 contingent workers 10 workers obtained the required qualification. She stated that as per assurance given in the meeting on 25-09-99, 20 numbers of posts for Junior Mali, Junior Attendant, Junior Sanitary Cleaner, etc. were created in the year 2000 and by 2001 almost all contingent workers were likely to be absorbed in regular posts, with declaration that there would be no relaxation of educational qualification. In pursuant to the Advertisement No 1/2013, although 3 of the present claimant workmen had the eligibility to apply for the post of Junior Motor Vehicle Driver (HV) and Junior Motor Vehicle Driver (Winch Operation), none of the three opted to apply for the posts and again when advertisement No 2/2015 for recruitment of 157 posts in class III & IV category in Tripura Asset was published in the local dailies, the contingent workers submitted representation for withdrawal of the said Advertisement and absorption of all contingent workers. These contingent workers even approached the Hon'ble High court of Tripura by preferring a batch of writ petitions assailing the said advertisement vide W.P(C) Nos. 378, 379, 380 381 and 382 of 2015, which were dismissed by the Hon'ble Court vide judgment and order dated 18.09.2015, holding that these writ petitions are hit by the principles of res judicata in view of the judgment and order dated 06.02.2015 passed in WP(C) No 449/2014. Subsequently relaxations were given in respect of these contingent workmen to apply for the advertised posts but none of them had applied. The M.W.1 proved the minutes of the bilateral meeting dated 25-09-99 as Ext.-A, the Master chart indicating the performance of the candidate who appeared for the junior

sanitary cleaner in the pay scale of Rs.4300/- on 3-8-2000 in ONGC Tripura as Ext. B, the advertisement No.1/13 as Ext. C, advertisement No.2/2015 as Ext. D and judgement of WP(C)378/2015 as Ext. E. In cross examination this Management witness No.1 stated that the concerned workmen have been working as casual workers for last 25/26 years. After the negotiation dated 25-09-1999 between the Management of ONGC and the Trade Union, only 10 numbers of workers obtained the required qualification and out of those 10, three are drivers and others are helper/doing petty job but as per advertisement dated 03-08-2000, there were no post of helper. She denied that on 03-08-2000, the claimants were not called for the interview. She also denied that the workmen working for 25/26 years continuously are entitled to get equal pay for equal work for the post of helper. She stated that the post helper has got specific pay scale as per MRPR.

11. Management also adduced evidence on affidavit of Shekhar Das, the DGM (Logistics) under ONGC as M.W.-2. Corroborating the evidence of M.W.-1, the witness stated that as per assurance given in the bilateral meeting dated 25-9-99, 20 numbers of posts for junior Mali, junior attendant, junior sanitary cleaners, etc. were created in the year 2000 and there being no rule for suo-moto regularisation of contingent employees, all the 38 contingent employees took part in the recruitment process. A five members selection committee was constituted for the said selection which includes himself the present witness (MW-2) as one of the member. Except MW-2, other members of the committee already retired. He stated that the said selection committee selected 20 out of 38 contingent workers on the basis of their performance held on 3-8-2000 and absorbed them accordingly. He reiterated that the Master Chart (Ext. B) indicates the performance of all the candidates who appeared on 03-8-2000 and he proved his signature in the Master Chart. In cross examination he stated that in the remark column of Ext. B, the word 'not empanelled' is mentioned against some of the candidates. He denied that 'not empanelled' means they were not called for interview.

12. I have heard argument of both sides at a length. The claimants placed reliance the case of the State of Punjab and Ors. Versus Jagjit Singh & Ors. reported in (2017) 1SCC 148 on the principle of equal pay for equal work for daily wages/temporary/contractual workers.

13. The claim statement of both parties as well as evidence on record reveals that initially the claimants along with some others (total 38 workers) were engaged in ONGC Tripura Asset between 1988 and 1989 through a process on temporary basis as contingent/unskilled grade IV workers and all completed 240 days of continuous service in consecutive 12 months, thereby attains the status of temporary/perineal contingent workers. The claim statement of the parties as well as evidence shows that a bilateral meeting was held on 25-09-1999 which led to an understanding that 20 posts would be created by 2000 and the rest by 2001 and all will be absorbed in regular posts subject to acquiring Madhyamik qualification.

14. The minutes of the bilateral meeting dated 25-09-99 (Ext.4) held between the parties, is reproduced herein below:

"D (P) informed all contingent workers that they have to increase their educational qualifications in their respective area of work. At least to absorb the contingent workers, we need at least matriculate and it is observed from the list submitted by union that only eight contingent workers are having desired qualification. Hence advised all contingent workers to join the classes and clear their Madhyamik examination at the earliest.

Director (Pers) further stated that the proposal of creation of post had been received and it is in the process. We may create some post for contingent workers and as per MRPR-80 we may recruit the contingent workers. However, it is clarified that no educational qualification shall be relaxed.

After detailed discussion, D (P) informed that we may create 20 number of posts for contingent workers and by 2000, they may be absorbed. He has further stated that by 2001 all most all contingent workers are likely to be absorbed in regular posts”.

15. Accordingly, in 2000, 20 out of 38 workers were regularised via interview held on 03-08-2000 allegedly excluding the claimants despite having eligibility. Hence, the claimants approached the Hon’ble Tripura High Court vide WP (C) 449/2014 in which the Hon’ble High Court by judgement dated 6.2.15 directed as follows:

“The petitioners prayed for regularization in Group-D posts and so, their prayer to quash Annexure-P/9, the Advertisement, is without any merit. The prayer of the petitioners for their absorption as a regular employee also can not be directed by this Court in the writ petition since they were engaged casually and not against any sanctioned post. If any further vacancy arises in Group-D services of ONGC, the regularization of the petitioners should be taken in to consideration on priority basis since they have already acquired requisite qualifications. They are working for last 25/26 years without break and, so, the respondents should take initiative, pursuant to their promise, for regularizing them in case of any future vacancy arises in Group-D posts”

The Hon’ble High Court’s order clearly reflects that advertisement No.1/2013 subsists.

16. The workmen side vehemently argued that they were not called for the interview dated 03-08-2000. But the master chart Ext. B proved by MW-2 shows the name of the claimants except Pramod Ch. Nama (Retd) alongside other candidates who appeared in the interview held on 03-08-2000 with their marks allotted in the interview. Ext. B reflects that 36 workers participated in the interview held on 03-08-2000 and after assessing marks on the basis of qualification, experience evaluation and interview, the present claimants (except claimant Pramod Ch. Nama) were remarked as ‘not empanelled’ who were not in the approved selection panel. The claimants did not rebut the Master chart Ext. B. This contradicts the Management’s claim that the claimants did not attend or the claimants assertion that they were not called for the interview.

17. The minutes of the bilateral meeting dated 25-09-1999 clearly indicate that the management assured to create 20 posts for absorption of contingent workers by 2000 and, by 2001, almost all contingent workers were likely to be absorbed in regular posts, subject to acquiring Madhyamik pass qualification. The bilateral meeting does not indicate automatic absorption of all 38 contingent workers; rather, it set qualifications and advised for upgrading to Madhyamik. The bilateral meeting also clarified that recruitment would be as per MRPR-1980 with no relaxation. Admittedly all the claimants initially were engaged casually, not against any sanctioned post and after this bilateral meeting, 10 claimants secured Madhyamik pass in the year 2013.

18. In this case the Management by adducing evidence proved giving opportunities to the claimants with age relaxation vide advertisement in 2013 and 2015. According to W.W.-2 claimant Khukan Kumar Saha, he passed Class-X in 2014 and he was qualified for the post of helper but he did not remember whether in advertisement 2015, there was any vacancy for helper. Ext. D the advertisement No.2/2015 shows no post of helper. W.W.-3 Shankar Acharjee one of the claimant stated in cross examination that he

passed Madhyamik in the year 2013. Evidence of WW-4 Sadhan Kumar Dey another claimant reveals that he passed Matriculation in the year 2014 but he did not apply in response to advertisement of 2015 as his application was not accepted in portal, moreover he was over aged at that time and does not have required qualification for the post of ITI. The evidence of the workmen clearly established that in response to advertisement No. 1/13 and 2/15 the present claimants did not apply for the posts.

19. In the light of above discussion, I hold that considering continuous service of the claimants without break for more than 26/27 years, bilateral assurance and Hon'ble Tripura High Courts direction in judgement dated 06-02-2015 passed in WP(C) 449/2014, the Management should consider the claimants (those who are still in service) for regularization against existing /future Group-D posts on priority basis granting age relaxation as applicable to existing employees and as per fitment to their qualifications.

20. Issue (ii) whether non implementation of equal pay for equal work is justified.

The principal of "Equal pay for Equal work" is a constitutional goal. In the case of State of Punjab & ors. -vrs- Jagjit Singh (2017) ISCC 148, the Hon'ble Supreme Court held that temporary employees are entitled to wages at par with the minimum of the pay scale of regular employees, discharging the same duties.

21. The management's witness herself (MW-1) admitted in cross examination that the claimants have been working as casual workers for 25/26 years. The management's contention that the roles, responsibilities and accountability of regular employee are entirely different from contingent workers is bare assertion unsupported by evidence.

22. The evidence in the present case clearly established that the 14 claimants have performing duties identical to those of regular Grade-IV employees under the same supervisory control on a perennial and full time basis. The management itself has provided the claimants with certain facilities (annual leave, yearly bonus, overtime allowance, limited medical benefits) all of which are attributes of regular employment. No material distinction regarding qualification, nature of work, workload or responsibility has been shown by the management.

23. In the above, replying the judgement of the Apex Court in State of Punjab vs. Jagjit Singh & Ors. (Supra) and following the constitutional principle enshrined in Article 39(d) read with Articles 14 and 16 of the Constitution of India, management is hereby directed to intend the benefit of 'Equal pay for Equal work' to the concerned workmen and to pay wages at par with regular Grade IV employees from the date they become entitled to.

24. Accordingly, the Management of ONGC Ltd., Tripura Asset, Agartala is hereby directed to consider the cases of the surviving claimants for regularization/absorption in Group-D (Grade IV) posts on priority basis in the next arising vacancies, in compliance with the MRPR-80 and the direction of the Hon'ble Tripura High Court dated 06-02-2015 in W.P. (C) No. 449/2014. The management shall give age relaxation applicable to existing employees.

Further the action of the Management of ONGC Tripura Asset in not implementing the principle of equal pay for equal work since 03-08-2000 is hereby declared to be not justified. The Management is hereby directed to pay to the concerned claimants the difference between the minimum of the pay scale applicable to regular Grade IV employees holding corresponding posts and the wages actually paid to them, from the date they were entitled to along with applicable allowances, as per law after adjustment of

any amounts already paid within a period of six months from the date of publication of this Award. In case of retired claimants, the monetary benefits shall be paid to him and for the deceased, the benefits shall be paid to his legal heirs.

25. The reference is accordingly disposed of as indicated above.

Copies of the Award may be communicated to the Ministry of Labour and Employment, Government of India, New Delhi for information and Notification.

Give under my hand and seal of this Tribunal on this 1st day of June, 2026 at Guwahati.

INDIRA BARMAN, Presiding Officer,

नई दिल्ली, 30 जून, 2026

का.आ. 1398.—औद्योगिक विवाद अधिनियम (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार आर्मी पब्लिक स्कूल के प्रबंधन के संबद्ध नियोजकों और पेट्रोल एंड डीज़ल कामगार संघ के बीच अनुबंध में निर्दिष्ट श्रम न्यायालय, पुणे, पंचाट (रिफरेन्स नं.- 273/2016) को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 30.06.2026 को प्राप्त हुआ था।

[सं. जेड-16025/04/2026-आईआर(एम)-87]

सलोनी, उप निदेशक

New Delhi, the 30th June, 2026

S.O. 1398.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (**Reference No. 273/2016**) of the **Labour Court, Pune** as shown in the Annexure, in the Industrial dispute between the employers in relation to **Army Public School** and **Petrol & Diesel Kamgar Sangh** which was received along with soft copy of the award by the Central Government on 30.06.2026.

[No. Z-16025/04/2026-(IR-M)-87]

SALONI, Dy. Director

ANNEXURE

BEFORE SHRI. A.G. MAGARE, PRESIDING OFFICER, FIRST LABOUR COURT, PUNE.

REFERENCE (IDA) NO. 273 OF 2016

(C.N.R.NO.MHLC120014802015)

BETWEEN

The Principal, Army Public School,

BEG & Centre, Khadki,

Pune – 411 003.

.... **FIRST PARTY**

AND

The Secretary,

Petrol & Diesel Kamgar Sangh.

53/54, Bhau Patil Vasahat, Bopodi,

Pune – 411 003.

.... **SECOND PARTY.**

<u>C O R A M</u>	<u>SHRI. A.G. MAGARE, PRESIDING OFFICER</u>
Appearances	Smt. Rupan Jaishwal, Principal and Shri. V.R. Pillay, Clerk Representatives for First Party. Shri.P.H. Pathan,Representtive for Second Party.

AWARD**(PASSED ON : 02/05/2026)**

1. This is a reference under Section 2(A) read with Section 10 of the Industrial Disputes Act, 1947 (hereinafter referred to as “the I.D. Act, 1947”), made by the Desk Officer, Government of India, Ministry of Labour, New Delhi, for adjudication of the dispute between the Principal, Army Public School, BEG & Centre Khadki, Pune – 411 003 (First Party) and (1) Smt. Meera Kashinath Tambe, (2) Smt. Premkumari Pradhan, (3) Smt. Lata Santosh Bhise, (4) Smt. Shobha Gaikwad, (5) Smt. Savita Prakash Waghmare, (6) Smt. Nirmala M. Bhise, (7) Smt. Mangala Arun Bhande, and (8) Smt. Rekha Gopal Gohire members of the second party union namely Petrol & Diesel Pump Kamgar Sangh, Pune – 411 003 in respect their reinstatement in the establishment of the first party with continuity of service, full back wages, and all consequential benefits.

The facts of the case in a narrow compass are as under :-

2. According to second party union, as per its Statement of Claim (Exh. U-5), that first party Army Public School, BEG & Centre, Khadki, Pune, is an educational institution under the control of its management. Wherein about 60–70 workers are employed and the entire supervision and administration vests with the management. Despite, the first party school has not framed any independent service rules governing the service conditions of the concerned workers. Apart, the concerned workers, whose details are set out in Annexure “A”, were appointed after due process and had rendered long, continuous and satisfactory service with clean and unblemished service record. Despite they were not extended legal wages and statutory benefits such as leave, bonus and other service entitlements.
3. Furthermore, the first party school, with a view to deprive the workers of their legitimate rights, introduced M/s. MGA Services as a contractor and attempted to create a sham and bogus arrangement. Around January 2015, the workers were suddenly informed that, they would no longer be treated as employees of its school, but as contract labour, without issuing any written order or following due process. Apart the workers had completed more than 240 days of continuous service in each year. However, their services came to be terminated without issuing notice, notice pay or retrenchment compensation. Thus, the termination was effected arbitrarily and in violation of the principles of natural justice. Because no seniority list was prepared or published and the mandatory procedure under law was not followed. On the contrary, junior employees were retained in service.
4. Moreover, when the workers approached first party school for reinstatement, they were denied employment and threatened or prevented from resuming duties and their repeated representations were not considered. Upon which, the dispute was raised before the Conciliation Authority. However, due to the adamant and non-cooperative attitude of first party school, no amicable settlement could be arrived at and consequently, the matter came to be referred for adjudication. Therefore, second party union prayed that, the concerned employees as mentioned in Annexure-A may be reinstated at their original post in the establishment of first party school with continuity of service and full back wages and consequential benefits w. e. f. 06.02.2015.
5. Upon, the first party School has appeared and filed its written statement at Exh. C-6 and opposed the claim of the second party union as untenable and not maintainable in law. Further, the second party union has no locus standi to raise the present dispute. Wherein, no employer–employee relationship exists between its school and the employees, whose names are mentioned in Annexure “A”, as they were never appointed nor borne on its rolls. Rather, the said employees were engaged, if at all, through an independent contractor, namely M/s. MGA Services, Moreover, compliance of statutory provisions such as provident fund does not establish employer–employee relationship. Furthermore, its school, being an educational institution, is stated to be outside the purview of “industry” under the Industrial Disputes Act, 1947.

6. Besides, the concerned employees were neither appointed by its school after due process nor have they rendered continuous and satisfactory service under it. Further, allegations regarding non-payment of wages, leave, bonus or other service benefits are stated to be unsupported by record. Moreover, claims for permanency, back wages and consequential benefits are described as baseless. In addition, M/s. MGA Services is an independent contractor and the arrangement genuine, wherein no direct control or supervision of its school over the concerned employees is established. Consequently, no question arises of issuance of appointment orders, termination orders or compliance of retrenchment procedure by its school. Thus, the claim of the second party is based on incorrect facts, afterthought and unsupported by documentary evidence. Further, as there is no termination of services of the concerned workman on its part, the question of issuance of charge-sheet or conduction of disciplinary action does not arise. Hence, the second party union has failed to establish illegal termination of the concerned employees as alleged. Thus, prayed to reject the reference with costs.
7. On the basis of pleadings of the parties, the Ld. Predecessor of this Court has framed Issues at Exh.O-6 Accordingly, I record my findings on the issues together with my reasons thereon as under :

S. No.	ISSUES	FINDINGS
1	Whether the reference is maintainable ?	In the negative.
2	Whether second party proves that, the services of the employees as mentioned in Annexure “A” have been terminated by the first party w. e. f. 06.02.2015 ?	In the negative.
3	Whether the employees as mentioned in Annexure “A” are entitled for reinstatement with continuity of service and full back wages and other consequential benefits ?	In the negative.
4	What award ?	As per final award.

REASONS

8. It is seen that, although the Schedule of Reference mentions the names of employees, namely (1) Smt. Meera Kashinath Tambe, (2) Smt. Premkumari Pradhan, (3) Smt. Lata Santosh Bhise, (4) Smt. Shobha Gaikwad, (5) Smt. Savita Prakash Waghmare, (6) Smt. Nirmala M. Bhise, (7) Smt. Mangala Arun Bhande, and (8) Smt. Rekha Gopal Gohire, the second party union, in order to substantiate the claims of its members as set out in Annexure “A”, has adduced evidence by way of affidavits of only Smt. Shobha Gaikwad, Smt. Mangal Bhande, Smt. Nirmala Bhise, Smt. Savita Waghmare, and Smt. Premkumari Pradhan, at Exh. U-15, Exh. U-17, Exh. U-19, Exh. U-21, Exh. U-48, Exh. U-49, and Exh. U-50, respectively. The second party union in support of its contentions, has filed following documents at list Exh.U-16, Exh.U-18, Exh.U-20, Exh.U-22, Exh.U-24, Exh.U-25, Exh.U-29 Exh.U-31, Exh.U-32 and Exh.U-33, which are as under;
- [i] Copies of Statement of Account of Smt. Shobha Gaikwad with Employees Provident Fund Organization and appointment orders.
- [ii] Original and copy of identity card of Mangal Bai issued by the first party (Exh.U-27 and Exh.U-28) and copies of her Statement of Account with Employees Provident Fund Organization.
- [iii] Original copies of Magazines of first party’ school (Exh.U-36 Colly)
- [iv] Copies of Statement of Account of Smt. Nirmala Bai with Employees Provident Fund Organization and muster roll (Exh.U-43 colly) and colour prints of first party school magazine.
- [v] Copies of Statement of Account of Smt. Savita Waghmare with Employees Provident Fund Organization and muster roll (Exh.U-58 colly)
- [vi] Original and copy of identity card of Prema Kumari issued by the first party and copies of her Statement of Account with Employees Provident Fund Organization (Exh.U-58A colly)
- [vii] Copies of Statement of Account of Smt.Lata Bhise with Employees Provident Fund Organization.

Thereafter, the second party closed her evidence by filing pursis Exh.U-53.

9. Whereas, first party school examined Shri. Girishchandra Ramdata Mathani and Smt. Arti Sunil Sharma as its witnesses at Exh.C-87 and Exh.C-25 respectively. The first party school in support of its contentions has also filed documents at list Exh.C-12, Exh.C-23A and Exh.C-96 which are as under;

(i) Newspaper cutting of Tender Notice dated 16/01/2014 (Exh. C-35)

(ii) Receipt of Aaj Ka Anand dated 15/01/2014 (Exh. C-36)

(iii) Original Supply Order dated 02/09/2014 along with its enclosures (Exh. C-37)

(iv) Original Bill for the month of September 2014 (Exh. C-38)

(v) Original Voucher No. 577 dated 21/10/2014 (Exh. C-39)

(vi) Original Receipt dated 21/10/2014 (Exh. C-40)

(vii) Original Bill for the month of October 2014 (Exh. C-41)

(viii) Original Voucher No. 625 dated 13/11/2014 (Exh. C-42)

(ix) Original Receipt dated 13/11/2014 (Exh. C-43)

(x) Original Bill for the month of November 2014 (Exh. C-44)

(xi) Original Voucher No. 731 dated 05/12/2014 (Exh. C-45)

(xii) Original Receipt dated 05/12/2014 (Exh. C-46)

(xiii) Original Bill for the month of January 2015 (Exh. C-47)

(xiv) Original Voucher No. 940 dated 12/02/2015 (Exh. C-48)

(xv) Original Receipt dated 12/02/2015 (Exh. C-49)

(xvi) Original Bill for the month of December 2014 (Exh. C-50)

(xvii) Original Voucher No. 946 dated 18/02/2015 (Exh. C-51)

(xviii) Original Receipt for the month of December 2014 (Exh. C-52)

(xix) Original Bill for the month of February 2015 (Exh. C-53)

(xx) Original Voucher No. 995 dated 07/03/2015 (Exh. C-54)

(xxi) Original Receipt dated 07/03/2015 (Exh. C-55)

(xxii) Original Bill for the month of March 2015 (Exh. C-56)

(xxiii) Original Voucher No. 42 dated 22/04/2015 (Exh. C-57)

(xxiv) Original Receipt for the month of March 2015 (Exh. C-58)

(xxv) Original Bill for the month of April 2015 (Exh. C-59)

(xxvi) Original Voucher No. 80 dated 14/05/2015 (Exh. C-60)

(xxvii) Original Receipt dated 14/05/2015 (Exh. C-61)

(xxviii) Original Bill for the month of May 2015 (Exh. C-62)

(xxix) Original Voucher No. 163 dated 20/06/2015 (Exh. C-63)

(xxx) Original Receipt dated 20/06/2015 (Exh. C-64)

(xxxi) Original Bill for the month of June 2015 (Exh. C-65)

(xxxii) Original Voucher No. 311 dated 11/08/2015 (Exh. C-66)

(xxxiii) Original Receipt dated 11/08/2015 (Exh. C-67)

(xxxiv) Original Bill for the month of July 2015 (Exh. C-68)

(xxxv) Original Voucher No. 325 dated 13/08/2015 (Exh. C-69)

- (xxxvi) Original Receipt dated 13/08/2015 (Exh. C-70)
- (xxxvii) Original Bill for the month of August 2015 (Exh. C-71)
- (xxxviii) Original Voucher No. 388 dated 09/09/2015 (Exh. C-72)
- (xxxix) Original Receipt dated 09/09/2015 (Exh. C-73)
- (xl) Original Termination Letter issued by MGA Catering and Services (Exh. C-74)
- (xli) Xerox copies of Bank Statement of first party school.

Subsequently, the first party closed its evidence by filing pursis at Exh.C-88.

10. Heard. Wherein, Representative for second party in addition to written notes of argument at Exh.U-62 also argued that, the concerned were direct employees of the of the first party school and were appointed through due process and rendered long, continuous and satisfactory service. Despite the so-called contract arrangement introduced through M/s. MGA Services which is a sham and bogus and adopted only to deprive the the concerned employees of their legitimate statutory rights. The termination of services of them, despite completion of more than 240 days of continuous service, was effected without notice, notice pay, or retrenchment compensation and in clear violation of principles of natural justice and mandatory provisions of law. Further, no seniority list was maintained and junior employees were retained. Therefore, their termination is illegal and unjustified, and the workers are entitled to reinstatement with continuity of service, full back wages, and all consequential benefits w.e.f. 06.02.2015. Apart, Representative for second party relied upon the judgment of **Hon'ble Supreme Court of India in Special Leave to Appeal (C) No.3609/2016(Arising out of impugned final judgment and order dated 29.10.2015 in LPA No.227/2015 passed by the High Court of Delhi at New Delhi)** in the matter of **Army Welfare Education Society & Anr. V/s. Anita Soharu Guleria & Anr. & judgment of Hon'ble Delhi High Court in the matter of Shatrughan Thakur & Ors. V/s. The Director of Education & Ors. Writ Petition No.5189/2014 & Ors., decided on 29.04.2015.**
11. Per contra, the Representative for the first party school, in addition to the written notes of arguments at Exh. C-99, also argued that, the present reference is not maintainable as no employer–employee relationship exists between the first party school and the concerned employees, who were engaged by an independent contractor, M/s. MGA Services. The contract is genuine and not a sham. Hence, the question of illegal termination by the first Party does not arise. Thus, the second party union has no locus standi, and therefore, the reference deserves to be rejected. Besides, the Representative for first party also relied upon the reported judgment our **Hon'ble High Court** in the matters of **P.G. Virgincar & Company V/s. S.V. Nevagi, Presiding Officer, Educational Tribunal Government of Goa & Ors. 1995(2) Bom.C.R. 304** and **Ramasare Yadav V/s. Manikgarh Cement Factory, 2010 (Supp.) Bom.C.R.417**, filed at Exh.C-100.
12. **AS TO ISSUE NO.1 TO 3:-** Heard. Having regards to the submissions made by Representatives for both the parties and having considered oral evidence of parties. Wherein Smt. Shobha Gaikwad, Smt. Mangal Bhande, Smt. Nirmala Bhise, Smt. Savita Waghmare, and Smt. Premkumari Pradhan, at Exh. U-15, Exh. U-17, Exh. U-19, Exh. U-21, Exh. U-48, Exh. U-49 and Exh. U-50, respectively in their cross examination admitted that, they have not produced any appointment orders, salary slips or documentary proof to establish employer–employee relationship with the first party school. Similarly, they admitted that, their names were reflected in EPF records of M/s. MGA Services and not of the first party school. Moreover, they admitted that, they were not regular employees of the first party school and were working on daily wages. Besides, they admitted that, they were unaware as to who was supervising or paying their wages and had no knowledge of the contractual arrangement between the first party school and M/s. MGA Services. Apart, they admitted that, they have not filed any agreement or document showing direct employment with the first party school. Likewise, they admitted that, they had not received salary slips and wages were paid in cash. Significantly, they admitted that, they had no documentary proof of their date of birth, appointment or continuity of service. Further, they admitted that, they have not worked with the concerned union and were unaware how the said union represents their case. Moreover, they admitted that, they have not made efforts to secure alternate employment and some of them stated that they are not in need of employment. Similarly, they admitted that, the first party school is situated in an Army area and access requires gate pass, however, they were

not issued such passes. Lastly, they admitted that, they have not filed any appointment letter and have no material to substantiate their claim of direct employment.

13. In the rebuttal, the witness of the first party, Shri Girishchandra Ramdata Mathani, at Exh. C-25, in his cross-examination admitted that, there was no direct connection between the first party school and the concerned employees. Moreover, he stated that, he had applied for tender (Exh. C-23) with first party school. Similarly, he denied the suggestion that, any false documents were created or he had deposed falsely. Further, he denied that, he had not received payment of bills. Likewise, he denied any allegation of collusion with the first party school. Thus except this, nothing material or fruitful could be extracted from his mouth during the course of cross-examination.
14. Likewise, the another witness of the first party, Smt. Arti Sharma, in her cross-examination below Exh. C-87 admitted that, she took charge as Officiating Principal only on 14.09.2014 and became regular Principal in February 2015 and had no knowledge whether the concerned employees were working in the first party school prior to 2014. Significantly, she admitted that, the provident fund documents shown to her do not mention the name of the first party School. Moreover, she expressed lack of knowledge about the provident fund slips and various documents produced by the second party, including annual reports and other records. Further, she admitted that, though certain documents reflected names of the concerned employees, she had no knowledge about the same. Likewise, she admitted that, the copy of the tender is not filed on record, and all procedures relating to the contractor were carried out prior to her joining. Besides, she admitted that, except vouchers and bills at Exh. C-23, no cheque or bank statement is filed to show payment to the contractor. Further she denied the suggestion that, the members of the second party union were employees of the first party school and clarified that, their services were terminated by the contractor, M/s. MGA Services, and not by the First Party School. Moreover, she categorically denied that, the contractor was bogus or that there was any collusion between the first party school and the contractor.
15. Upon careful appreciation of oral evidence of concerned employees, it is evident that, they have failed to establish the essential ingredient of employer–employee relationship with the first party school, as they have admittedly not produced any appointment letters, salary slips or any documentary proof in that regard. Besides, their own admissions clearly show that, their names were reflected in EPF records of M/s. MGA Services and they were working on daily wages without any knowledge of supervision or control by the first party school. Moreover, their admissions regarding absence of documentary proof, ignorance about contractual arrangement, and lack of connection with the union further weaken their claim. On the contrary, the evidence of the first Party witnesses, namely Shri Girishchandra Mathani and Smt. Arti Sharma, supports the case of the first party that, the concerned employees were engaged through contractor M/s. MGA Services and that there was no direct relationship with the First Party School. Thus, from the oral evidence on record, it clearly emerges that, the concerned workers were not the employees of the first party school.
16. Besides, it is seen from the documentary evidence produced by the first party at Exh. C-35 to Exh. C-37 that, the first party school had followed a due and lawful tender process by publishing a tender notice in newspaper and thereafter awarding the contract to M/s. MGA Services vide Supply Order dated 02/09/2014 (Exh. C-37). Further, from the documents at Exh. C-38 to Exh. C-73, consisting of monthly bills, vouchers and receipts for the period September 2014 to August 2015, it clearly establishes that, the first party school had made payments only to the contractor, M/s. MGA Services and not to the concerned employees. Besides, the Bank Statements produced at Exh. C-96 corroborate the said payments and further strengthen the existence of a principal–contractor relationship between the first Party school and M/s. MGA Services. Moreover, the termination letter at Exh. C-74 clearly shows that, the services of the concerned workers were terminated by M/s. MGA Services and not by the first party school. Apart from this, the muster roll and wage register at Exh. C-82 as well as EPF/PPF records at Exh. C-83 demonstrate that, the concerned employees were engaged by and received wages and statutory benefits from M/s. MGA Services.
17. So far as the documents filed by the concerned employees, viz. EPF statements, identity cards, school magazines and muster rolls at Exh. U-27, U-28, U-36 (colly), U-43 (colly), U-58 (colly), U-58A (colly) and other allied documents are concerned, the same are of no assistance to the case of the second party, because they do not establish any employer–employee relationship with the First Party School. Firstly,

the EPF statements only reflect contribution through M/s. MGA Services and do not mention the First Party School as employer. Secondly, the identity cards are merely for entry or identification purposes and do not confer any status of employment. Besides, the school magazines and photographs are not proof of employment. Moreover, the muster rolls relied upon are not proved in accordance with law and do not connect the concerned employees with the First Party School. Hence, the said documents are insufficient and unreliable to prove the claim of direct employment with the first party.

18. Upon careful appreciation of the entire oral as well as documentary evidence on record, I am of the considered opinion that, the second party union has failed to establish the existence of employer–employee relationship between the First Party School and the employees mentioned in Annexure “A”. Because it is evident from the consistent admissions of the concerned employees, coupled with the absence of any appointment orders, salary records or cogent documentary evidence, which clearly negate their claim of direct employment with the First Party. Moreover, the documentary evidence produced by the first party, particularly the tender documents, bills, vouchers, bank statements and the termination letter, conclusively establishes that, the services of the concerned employees were outsourced to M/s. MGA Services and they were engaged, paid and terminated by the said contractor. Therefore, I am further of the opinion that, the present reference is not maintainable in law as there exists no relationship of employer and employee between the First party school and the concerned employees.
19. Apart it is clear by the reported judgment of our **Hon’ble High Court** in the matter of **P.G. Virgincar & Company** (supra) as referred by first party that, if the Union has no locus standi, then there is no valid industrial dispute, and consequently, the reference and the award are not maintainable in law. In the present matter also, the second party union has failed to establish its locus standi, as the concerned employees themselves have admitted lack of any employer–employee relationship with the first party School and have not produced any authorization or cogent material to show that, the Union is competent to espouse their cause. Similarly it is clear by another reported judgment of our **Hon’ble High Court** in the matter of **Ramasare Yadav** (supra) as relied on by the first party that, if a worker fails to prove employer–employee relationship and the evidence shows he was working through a contractor, the claim must fail. In the present case, since the employees admitted lack of proof and records show they were engaged by M/s. MGA Services, there is no direct relationship with the first party. So far as the judgment of the **Hon’ble Supreme Court of India** in **Special Leave to Appeal (C) No. 3609 of 2016 (arising out of the impugned final judgment and order dated 29.10.2015 in LPA No. 227/2015 passed by the Hon’ble High Court of Delhi at New Delhi)** in the matter of **Army Welfare Education Society & Anr.** (supra) is concerned, as relied upon by the second party, since the facts of the said case are clearly distinguishable from the facts of the present case. Hence, the ratio laid down therein is not applicable to the present matter.
20. Consequently, in the light of above factual and legal matrix, I am of the opinion that, second party union has miserably failed to prove that, services of employees as mentioned in Annexure-A were illegally terminated by first party school on 06.02.2015. Accordingly, they are not entitled to the relief of reinstatement with continuity of service and full back wages w.e.f. 06.02.2015 alongwith consequential reliefs. As a result thereof, Issue No.1 to 3 are answered in the negative.
21. **AS TO ISSUE NO. 4:-** In view of the findings as to Issue No.1 to 3, the present Reference requires to be answered in the negative. Hence, the following award is passed;

AWARD

1. Reference(IDA)No.273/2016 is answered in the negative.
2. No order as to cost.
3. Copy of this Award be sent to the Desk Officer, Government of India, (Ministry of Labour), New Delhi, Pune for information and necessary action.

DATE : 02/05/2026

A. G. MAGARE, Presiding Officer

नई दिल्ली, 3 जुलाई, 2026

का.आ. 1399.—केन्द्रीय सरकार, राजभाषा (संघ के शासकीय प्रयोजनों के लिए प्रयोग) नियम, 1976 (यथा संशोधित, 1987) के नियम 10 के उप-नियम (4) के अनुसरण में, श्रम एवं रोजगार मंत्रालय के प्रशासकीय नियंत्रणाधीन निम्नलिखित कार्यालयों को, जिनके 80 प्रतिशत से अधिक कर्मचारियों ने हिन्दी का कार्यसाधक ज्ञान प्राप्त कर लिया है, अधिसूचित करती है:

1. कर्मचारी राज्य बीमा निगम, शाखा कार्यालय, आलप्पुझा
2. कर्मचारी राज्य बीमा निगम, उप क्षेत्रीय कार्यालय, अलवर (राजस्थान)
3. उप मुख्य श्रमायुक्त (कें.) कार्यालय, आसनसोल
4. श्रम प्रवर्तन अधिकारी (कें.) कार्यालय, नियामतपुर
5. श्रम प्रवर्तन अधिकारी (कें.) कार्यालय, बांकुड़ा

[सं. ई-11016/1/2025/रा.भा.नी.]

अतनु कुमार चौधुरी, उप महानिदेशक

New Delhi, the 3rd July, 2026

S.O. 1399.— In pursuance of Sub-Rule (4) of Rule 10 of the Official Language (Use for official purposes of the Union) Rules, 1976 (as amended, 1987) the Central Government hereby notifies the following offices under the administrative control of the Ministry of Labour & Employment, more than 80% Staff whereof have acquired working knowledge of Hindi:-

1. Employees' State Insurance Corporation, Branch Office, Alappuzha
2. Employees' State Insurance Corporation, Sub-Regional Office, Alwar (Rajasthan)
3. Office of the Deputy Chief Labour Commissioner (Central), Asansol
4. Office of the Labour Enforcement Officer (Central), Neamatpur
5. Office of the Labour Enforcement Officer (Central), Bankura

[No. E-11016/1/2025-RBN]

ATANU KUMAR CHOWDHURY, Dy. Director General

नई दिल्ली, 30 जून, 2026

का.आ. 1400.—औद्योगिक विवाद अधिनियम (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार निदेशक, वन अनुसंधान संस्थान (वानिकी अनुसंधान और शिक्षा परिषद); प्रबंध निदेशक, मेसर्स किंग सिक्योरिटी गार्ड्स सर्विसेज प्राइवेट लिमिटेड, मेसर्स वसुंधरा ट्रेडर्स, ओरिएंटल इंडीग्रेटेड फैसिलिटी मैनेजमेंट प्राइवेट लिमिटेड, गैरिसन सिक्योरिटीज (पंजीकृत) के प्रबंधन के संबद्ध नियोजकों और श्री बीरेंद्र भंडारी, राज्य अध्यक्ष, सेंटर ऑफ इंडियन ट्रेड यूनियन के बीच अनुबंध में निर्दिष्ट केन्द्रीय सरकार औद्योगिक अधिकरण-सह-श्रम न्यायालय-2, चंडीगढ़, पंचाट(संदर्भ संख्या 43/2020)को जैसा कि अनुलग्नक में दिखाया गया है।

[सं. एल-42011/46/2020-आईआर (डीयू)]

सलोनी, उप निदेशक

New Delhi, the 30th June, 2026

S.O. 1400.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 43/2020) of the **Central Government Industrial Tribunal cum Labour Court-2, Chandigarh**, as shown in the Annexure, in the Industrial dispute between the employers in relation to **The Director, Forest Research Institute, (Council of Forestry Research and Education), The Managing Director, M/s King Security Guards Services Pvt. Ltd., M/s Vasundra Traders, Oriental Integrated Facility Management Pvt. Ltd., Garrison Securities (Regd.) and Shri Birendra Bhandari, State President, Centre of Indian Trade Union.**

[No. L-42011/46/2020-IR(DU)]

SALONI, Dy. Director

ANNEXURE

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

Present: Mr. Kamal Kant, Presiding Officer.

ID No.43/2020

Registered on:- 07.09.2020

Birendra Bhandari, State President, Centre of Indian Trade Union (CITU) Local Bus Stand, Dehradun.

.....Applicant/Claimant

Versus

1. The Director, Forest Research Institute, (Council of Forestry Research and Education) PO New Forest, Dehradun-248006.
2. The Managing Director, M/s King Security Guards Services Pvt. Ltd. Local Office C.P. 12 & 13 Basement Commercial, Indira Nagar, Dehradun-248006.
3. M/s Vasundra Traders, Wing No.5, Gurdwara Chowk, Prem Nagar, Dehradun-244006.
4. Oriental Integrated Facility Management Pvt. Ltd. Corporate Office 2nd Floor, 214 Samruddhi Commercial Premises, Co-Op Society Ltd. Chincholi Bunder Extn. Road, Malad (W) Mumbai-400064 through its Director.
5. Garrison Securities (Regd.) Regd. Office: Basement Kamal Market, Brajesh Nagar, Paper Mill Road, Saharanpur Chowk, Uttarakhand through its partner.

.....Respondents/Managements

Present:- Sh. M C Pant, AR for applicant.
 Sh. B R Rana, AR for respondent no.1.
 Sh. Arun Batra, AR for respondent no.2 & 3.
 Ms. Rhythima Sood, AR for respondent no.4
 Respondent no.5 ex parte.

AWARD

Passed on:-26.12.2025

Central Government vide Notification No.L-42011/46/2020-IR(DU), dated 06.08.2020, under clause (d) of sub-section (1) and subsection 2(A) of Section 10 of the Industrial Disputes Act, 1947(hereinafter called the Act), has referred the following Industrial dispute for adjudication to this Tribunal:-

“Whether the demand of the Centre of Indian Trade Union (CITU), Dehradun vide letter dated 11.09.2019 to the management of Forest Research Institute, Dehradun to regularize the contract workers (37+68=105 workers) is proper, legal and justified? If yes, what relief the claimant is entitled to and what directions, if any, are necessary in the matter?

1. All the parties were served with notices. The applicant/claimant appeared and filed its claim statement on 05.10.2020 maintaining therein that the present claim has been filed through State Secretary of Centre of Indian Trade Union (CITU) Uttarakhand and claimant has espoused the cause of 105 workers of the respondent no.1. It is maintained that workers are working with the respondent no.1 from almost last 15 years, who have not only been appointed by the authorities of respondent no.1, but their work is also being monitored and controlled by the respondent no.1. However, respondent no.1 is disbursing the salary of the aforesaid workers through contractors. Through letter dated 11.06.2019, claimant raised industrial dispute for regularization of services of the aforesaid workmen and in addition to that, they have also raised many other question regarding the harassment and illegality done by the respondent no.1. Even thereafter, they have not been regularized. Workmen had worked for more than 240 days in terms of Act in every calendar year but they fear termination of services.

2. It is further maintained that on 11.08.2020, fresh advertisements were issued by the FRI (respondent no.1) for various posts despite of the fact that the matter has already been referred to the Industrial Tribunal for its disposal. There is permanent requirement of staff with the respondent no.1 and there are permanent posts. Workmen, who are contractual employees, have been working for almost 15 to 20 years, but they have not been regularized. Respondent no.1 had engaged the workmen on contractual basis opposing the public policy and is exploiting the workmen, which is unfair labour practice. Applicants are governed by the Model Standing Order, which are having statutory force and respondent no.1 is bound by the said standing orders and as per Clause 3(b), six categories stated in those standing orders are of permanent status. So the proposed action of respondent no.1 by advertising posts is illegal, contrary to Section 23 of the Indian Contract Act and amounts to unfair labour practice. Nature of duties and hours of working of all the contractual workmen is identical and at par with regular employees. The workmen had filed the application under Section 33 of the Act for not filling up the different posts as mentioned in advertisement dated 11.08.2020 and 09.12.2022. However, application of the workmen was dismissed by the Court of Sh. J K Tripathi, the then Presiding Officer, CGIT-II, Chandigarh vide its order dated 05.01.2023. Against the said order, applicants have gone in appeal before the Hon'ble Uttarakhand High Court at Nainital and vide order dated 21.02.2023 interim order providing that till next date of listing, engagement of the members of petitioner trade union shall not be discontinued. The same order was reaffirmed vide order dated 04.06.2024 in the writ petition. Vide order dated 20.06.2025, the stay was granted for another six months. It is maintained by the workmen that since fresh advertisement has been issued by the respondent no.1 for filling up the various posts was in pursuance thereof, applicants have also applied for the same. However, for the posts in question, although the workers have applied for the same through online, but their applications were not considered as there was no provision for regularization in the age and qualification for contractual workmen. Workmen met respondent no.1, however it shows its inability to appoint workmen. Alleged contract and contractual appointment is a sham show and exploitation of the workmen and also unfair labour practice as prescribed in 5th Schedule in Item No.10 of the Act.

3. Respondent no.1 wants to take benefit of Section 2(o)(bb) of the Act, wherein it is provided that various provisions of the Act are not applicable in case the appointment is for the fixed terms. But in this case, work of the workmen is perennial in nature and false plea being taken by the respondent no.1.

4. It is maintained that respondent no.1 is engaging various contractors for different period, however, service is being taken from the workmen by the respondent no.1 continuously and the said contractual agreements with the various contractors are sham transactions and in violation of the principle of natural justice, provisions of Constitution and in violation of laws laid down by the Hon'ble Supreme Court and other Hon'ble High Courts in various judgments, wherein it is provided that if there is sham contract, then workmen should be treated as employee of the principle employer. Hence, it is maintained that all the workmen be regularized from the date of reference along with all consequential benefits with further damage of Rs.5 Crore on account of unfair labour practice.

5. Respondent no.1 filed written statement thereof maintaining therein that there is no contract between the workmen and respondent no.1 directly or indirectly. The workmen are the employees of the service providers. Tenders were invited from time to time from service providers and contract was given to the lowest tenderer for providing employees with the respondent no.1. The workmen, who are members of applicant/claimant, have not received any letter of appointment from respondent no.1. There is no privity of contract between workmen and principle employer. The workers are under direct control and supervision of service providers i.e. respondent no.2 to 5. The workmen were deployed for specific task according to the instructions of the service providers and therefore, the workmen cannot be treated as regular employees of respondent no.1. The applicability of constitutional scheme of public employment applicable to the union government and instrumentalities of state come within the purview of Article 12 of the constitution of India. The power of a state as an employer is more limited than that of private employer in as much as it is subjected to constitutional limitations and cannot be exercised arbitrarily, public employment in a sovereign socialist secular democratic republic has to be as a set down by the constitution and the laws made there under. Various contracts have been issued between the respondent no.1 and service providers, which are part of the written statement and as per the various agreement executed between service providers and respondent no.1, contractors shall be responsible for providing of personnel for the purpose mentioned in the agreements, who would in direct control or supervision of contractors. Even in case of any omission or commission or misconduct or indiscipline by any workman, concerned

contractor will take appropriate steps against the workman. Not only this, as per Section 2(o)(bb) of the Act, various work for which workmen were employed for fixed terms. Hence, they cannot seek benefit of regularization.

6. Respondent no.2 & 3 filed reply thereof maintaining therein that it is a contractor establishment under the principal employer respondent no.1, through which 37 employees perform the work of pump operator, electricians, plumbing, maintenance and sewerage in the establishment of Employer No. 1 as contract workers. The main work of the answering respondents is to provide manpower facility for smooth functioning of the works in the establishment of Principal Employer i.e. respondent no.1. The bills of workers of each contractor for each month was submitted to the principal employer, payment for which was sent by principal employer i.e. respondent no.1 to its bank account and then salary was paid to each worker into his respective bank account every month. It is prayed that the claim may be dismissed.

7. Respondent no.4 filed reply maintaining therein that there exists no employee employer relationship between the applicant and respondent no.4 except for the limited contractual arrangement for specific service and period. Respondent no.4 was engaged by the principal employer i.e. respondent no.1 for the purpose of providing manpower under a written contract dated 02.04.2024. The applicant/claimant has no locus standi to seek regularization of contract workers against respondent no.4 since the workers in question are deployed on contractual basis as per terms mutually agreed between respondent no.4 and the principal employer. The services under the contract are not necessarily permanent in nature. The applicant has never worked continuous for 15-20 years. Moreover, contract changes periodically through tenders. It is prayed that the claim may be dismissed with cost.

8. It is pertinent to mention here that respondent no.5 was proceeded ex parte on 11.08.2025.

9. Replication was also filed by the claimant reiterating the stand taken in the claim petition and controverting the plea raised in the written statements filed on behalf of respondent no.1 to 4.

Evidence of parties:-

10. In order to prove claim, the worker union examined 16 workers and tendered into evidence their affidavits Ex.WW1/A to WW16/A and were cross examined by ARs for the respondents.

11. Thereafter, claimant/applicant examined Sh. Rajinder Singh Negi (State President) as WW17, who tendered his affidavit Ex.WW17/A. Thereafter, AR for applicant/claimant closed the evidence on behalf of applicant/claimant on 09.12.2025.

Sl. No.	Document	Exhibit
1.	Agreement with Darban Singh (12.09.2001)	Ex.M-1
2.	Extension of contract (28.08.2002)	Ex.M-2
3.	Bill (18.06.2007)	Ex.M-3
4.	Affidavits of 16 workers	Ex.WW1/A to Ex.WW16/A
5.	Affidavit of Sh. Rajinder Singh Negi	Ex.WW17/A
6.	List of total workers	Ex.WW17/1/Ex.R-97

12. Respondent no.1 has examined Sh. Vivek Goyal as MW1, who tendered into evidence his affidavit Ex.MW1/A along with documents M-1/1 to M-1/13 and cross examined by AR for workers union as well as by ARs for respondents. AR for respondent no.1 closed the evidence on 09.12.2025.

13. AR for respondent no.2 & 3 and AR for respondent no.4 also closed their evidence on 09.12.2025.

Documents of Respondent no.1:-

Sl. No.	Name of contractor	Date	Period	Exhibit
1.	Agreement with Eagle Hunter & Extension of contract	28.03.2002 09.10.2002 31.03.2003	01.04.2002 to 30.09.2002 extended upto 30.03.2003	R-1 to R-3
2.	Agreement with Eagle Hunter and Extension of contract	28.06.2003 14.06.2004 28.06.2005	01.07.2003 to 30.06.2004 extended upto 30.06.2006	R-4 to R-6
3.	Agreement with Hawk Commandos and Extension of contract	16.06.2006 04.06.2007 10.03.2008 16.04.2008	01.07.2006 to 30.06.2007 extended upto 30.04.2008	R-7 to R-10
4.	Agreement with guardwell security and Extension of contract	16.04.2008 25.04.2009	01.05.2008 to 30.04.2009 extended upto 30.04.2010	R-11 and R-12
5.	Agreement with guardwell security	26.04.2010	01.05.2010 to 30.04.2011	R-13
6.	Agreement with Hawk Commandos	01.12.2011	01.12.2011 to 30.11.2012	R-14
7.	Agreement with Vishakha Facilities and Extension of contract	20.11.2011 27.12.2013 01.12.2014 08.12.2014 01.12.2015	01.12.2012 to 30.11.2013 extended upto 31.12.2015	R-15 to R-19
8.	Agreement with Kings security and Extension of contract	01.01.2016 13.12.2016 24.01.2017	01.01.2016 to 31.12.2016 extended upto 28.02.2017	R-20 to R-22
9.	Agreement with Kings security and Extension of contract	21.02.2017 09.03.2017 17.01.2018 02.08.2018	01.03.2017 To 31.03.2018 extended upto 28.02.2019	R-23 to R-26
10.	Agreement with Kings security and Extension of contract	26.02.2019 12.02.2020 25.02.2021 26.04.2021 20.05.2021	01.03.2019 to 29.02.2020 extended upto 30.06.2021	R-27 (M-1/1) to R-31
11.	Agreement with Kings security and Extension of contract	14.06.2021 28.06.2022	01.07.2021 to 30.06.2022 extended upto 31.03.2024	R- 32 to R-46

		30.08.2022 26.09.2022 31.10.2022 25.11.2022 30.11.2022 23.12.2022 27.12.2022 28.03.2023 26.05.2023 18.07.2023 05.08.2023 16.10.2023 01.03.2024		
12.	Agreement with Eagle Hunter and Extension of contract	29.03.2000 05.06.2003 12.05.2004	01.04.2000 to 31.10.2000 extended upto 05.05.2005	R-47 to R-49
13.	Agreement with Adarsh Bahuddashai	15.06.2005	01.06.2005 to 31.05.2006	R-50
14.	Agreement with Adarsh Bahuddashai	31.05.2006	01.06.2006 to 31.05.2007	R-51
15.	Agreement with Hawk Commando	28.06.2007	01.07.2007 to 30.06.2008	R-52
16.	Agreement with Vasundra traders	27.06.2008	01.07.2008 to 30.06.2009	R-53
17.	Agreement with Vasundra traders and Extension of contract	13.07.2008 12.07.2010	01.07.2009 to 30.06.2010 extended upto 31.01.2011	R-54 and R-55
18.	Agreement with Vasundra traders and Extension of contract	31.01.2011 17.02.2012 07.08.2012 08.10.2012	01.02.2011 to 31.01.2012 extended upto 31.01.2013	R-56 to R-59
19.	Agreement with Vasundra traders and Extension of contract	11.07.2013 28.07.2014 11.12.2014 08.10.2015 28.04.2016 01.08.2016	01.08.2013 to 31.07. 2014 extended upto 31.08.2016	R-60 to R-65
20.	Agreement with Vasundra traders and	18.08.2016 11.08.2017	01.09.2016 to 30.08.2017 extended upto 31.12.2017	R-66 to R-68

	Extension of contract	07.12.2017		
21.	Agreement with Vasundra traders and Extension of contract	13.12.2017 March 2019 26.04.2019	01.01.2018 to 31.12.2018 extended upto 30.04.2019	R-69 to R-71
22.	Agreement with Vasundra traders and Extension of contract	25.06.2019 30.04.2020 01.09.2020 02.11.2020 01.01.2021 27.01.2021 01.04.2021 03.05.2021 01.06.2021 01.07.2022	01.05.2019 to 30.04.2020 extended upto 30.06.2021	R-72 to R-81
23.	Agreement with Vasundra traders and Extension of contract	25.06.2021 07.09.2022 20.09.2022 31.10.2022 25.11.2022 01.12.2022 22.12.2022 28.02.2023 29.03.2023 31.05.2023 13.07.2023 06.09.2023 16.10.2023 07.03.2024	01.07.2021 to 30.06.2022 extended upto 31.03.2024	R-82 to R-95
24.	Details of contractors from 2002 onwards			R-96 (colly)
25.	Details of contractual workers			R-97/ Ex.WW17/1

Sl. No.	Documents	Date	Exhibit
1.	Agreement with Kings security	26.02.2019	M-1/1 (R-27)
2.	Agreement with Vasundra traders	24.04.2019	M-1/2
3.	General financial rules 2017		M-1/3
4.	Office memo	30.11.2011	M-1/4

5.	Agreement with Vasundra traders	23.06.2021	M-1/5
6.	Account statement		M-1/6
7.	Order	27.02.1996	M-1/7
8.	Order	06.03.1997	M-1/8
9.	Order	20.01.1998	M-1/9
10.	Order	12.01.1999	M-1/10
11.	Order	13.09.2001	M-1/11
12.	Order	06.03.2006	M-1/12
13.	Order	20.01.1998	M-1/13

14. Respondent no.2 & 3 has examined Sh. Birender Kumar Semwal S/o Late Sh. Goverdhan Parsad Semwal as MW2, who tendered into evidence his affidavit Ex.MW2/A along with documents MW2/1 and MW2/2 and cross examined by AR for workers union as well as by AR for respondent no.1. AR for respondent no.2 & 3 closed the evidence on 09.12.2025.

Sl. No.	Document	Exhibit
1.	Copy of Attendance Register	MW-2/1
2.	Work order	MW-2/2

15. AR for respondent no.4 on 22.09.2025 made a statement that agreement dated 01.04.2024, which is Ex.M4/1 be read as part of its evidence and closed the evidence on behalf of respondent no.4 on 09.12.2025.

Submissions of applicant:-

16. AR for applicant argued that in this case, initially workmen were employed daily wager being skilled workers as carpenter, civil helper, DGSET operator, driver, guard, IT technician, multi tasking staff (MTS), Mali, plumber, pump operator, sewer man, helper and electrician etc. during that period of 1994 to 2001 by the Central Public Work Department (hereinafter called as CPWD) situated in the premises of respondent no.1. All the workmen were working under the direct control of respondent no.1. However, later on CPWD was shifted from the premises of the respondent no.1 in the month of February 2001, then the respondent no.1 directly appointed the daily wage workers working under the CPWD by adjusting them on the same posts in its employment. Attendance was marked in office of respondent no.1 and wages were paid by respondent no.1. So workmen worked directly with respondent no.1 up to 08.12.2001 as is clear from attendance register (Ex.MW2/1) and letter dated 08.12.2001 (Ex.MW2/2) issued by Mr. C N Pandey (office in-charge of respondent no.1) has informed that all the workmen i.e. sewer men, plumber, electrician, helper, pump operator, DGSET Operator etc. w.e.f. 09.12.2001 would work under the Eagle Hunter Contractor and appointment would be made by the Eagle Hunter and thereafter, workmen continued to work. Moreover, MW2 Sh. Birender Kumar Semwal, who happens to be earlier worker and thereafter contractor of respondent no.1 has admitted in his deposition as under:-

“It is correct that his name is mentioned in the in the Annexure-1 (Ex.MW2/1) of the application in additional claim statement. CN Pandey was our officer incharge in the year 2001. It is correct that the Annexure-2 (Ex.MW2/2) of the application is internal correspondence of the respondent no.1. This letter is in my knowledge.”

17. This clearly proves from Ex.MW2/2, which was issued by respondent no.1 that earlier workmen were under direct employment of respondent no.1 and later on were shifted to the contractor, this amounts to unfair labour practice. As per Section 9A of the Act, it was clear cut change of service conditions, but no show cause notice was given to the workmen prior to switching over of employment from direct control of respondent no.1 to various contractors subsequently. Moreover, when advertisement was made by the respondent no.1 for filing up various permanent posts with it, but no relaxation in service was given to the claimant to enable them to get regular appointment, which is also unfair labour practice. This fact has been

admitted by MW1 Sh. Vivek Goyal, Under Secretary of respondent no.1 that in advertisement of filling up of permanent posts, there is no condition stipulated providing age relaxation, weightage and preference to the existing contractor labours. The arrangement for engaging contract labour was started in 2001-2002. He has also stated that prior to 2001, all maintenance was carried out by the CPWD. He also admitted that during the pendency of dispute, some workers, who were working against contingent funds were sent to the project fund due to availability of funds there. This clearly shows that respondent no.1 has deliberately transferred some workers from contingent to project fund to harass the workmen because projects are for very little time, whereas the workers working under the contingent worked continuously. He has even stated evasively that he does not know who was controlling the workers. Moreover, he also stated that it is wrong to say that work of gardener, cook, driver, electrician, AC Mechanic, sewage, mechanic, security, IT etc. are not permanent work and due to exigency of work, the workers are engaged through contractor. He also admitted the respondent no.1 does not verify the payments made to the workers through its contractors which is in violation of Contract Labour (Regulation and Abolition) Act, 1970 (herein after called as Contract Labour Act) and Rule 74 of Contract Labour (Regn. & Abolition) Central Rules, 1971 (hereinafter called as Contract Labour Rules), which provides that every principal employer shall maintain register of each registered establishment a register of contractors in Form XII. Further, Section 21 (2) of the Contract Labour Act provides as under:-

(2) *Every principal employer shall nominate a representative duly authorised by him to be present at the time of disbursement of wages by the contractor and it shall be the duty of such representative to certify the amounts paid as wages in such manner as may be prescribed.*

However, this witness in his statement has stated that it is inter-se between the worker and the contractor to disburse the wages, which is in clear violation of Section 21(2) of the Contract Labour Act.

18. As per Rule 25(v)(a) of the Contract Labour Rules in cases where the workmen employed by the contractor perform the same or similar kind of work as the workmen directly employed by the principal employer of the establishment, the wage rates, holidays, hours of work and other condition of service of the workmen of the contractor shall be the same as applicable to the workmen directly employed by the principal employer of the establishment on the same or similar kind of work. In this case, since the workers were doing the same work as workers were directly employed by respondent no.1, their conditions of service should have been same. The said right has been denied to claimant, which is also unfair labour practice.

19. WW1 (Sh. Nanak Chand) in is affidavit has specifically stated that he was appointed on permanent type of job as sewerman in the year 1999 and he worked on maintenance line below 15 to 20 feet deep chambers. There is no cross examination to this effect that he was not appointed on permanent post. Further, there is no cross examination that he was not working as sewerman in 15 to 20 feet deep chamber. In the light of deposition of Sh. Nanak Chand, AR for claimants referred to Section 6(2) of the **Prohibition of Employment as Manual Scavengers and Their Rehabilitation Act, 2013** and contended that in view of the said section, no agreement could have been even executed for manual scavenging by respondent no.1 with the contractors. The work was taken, which was against the aforesaid section, which clearly provides that such type of workmen shall be assigned work other than manual scavenging. No work was allotted to him and other similarly situated workmen i.e. **Ramesh, Bhim & Kamal**.

20. AR for applicant stated that it is settled principle of law that if contract is found to be a mere camouflage, then such contractor labourers will be treated as employees of the principle employer and would be regularized. To support this view, he placed reliance upon case law titled as **Steel Authority of India Ltd. and others versus National Union Water Front Workers and others (AIR2001SC3527)**, decided by the Hon'ble Supreme Court, which provides as under:-

If the contract is found to be genuine but a mere camouflage the so-called contract labour will have to be treated as employees of the principal employer who shall be directed to regularize the services of the contract labour in the concerned establishment subject to conditions as may be specified by it for that purpose in the light of para 6 hereunder.

(6) *If the contract is found to be genuine and prohibition notification under Section 10(1) of the CLRA Act in respect of the concerned establishment has been issued by the appropriate Government, prohibiting employment of contract labour in any process, operation or other work of any establishment and where in such process, operation or other work Of the establishment the principal employer intends to employ*

regular workmen he shall give preference to the erstwhile- contract labour, if otherwise found suitable and, if necessary, by relaxing the condition as to maximum age appropriately taking into consideration the age of the workers at the time of their initial employment by the contractor and also relaxing the condition as to academic qualifications other than technical qualifications.

21. AR for applicant further contended that in this case, work done by the workmen was of permanent nature and in view of the law laid down by the Hon'ble Supreme Court in the case law titled as **Dharam Singh and others versus State of UP and another (2025 INSC 998)**, workmen are required to be regularized.

22. AR for applicant has also relied upon case law titled as **Nihal Singh & others versus State of Punjab and others (AIR 2013 Supreme Court 3547)**, wherein Hon'ble Supreme Court has held that any justification for the State to take a defence *that after permitting the utilization of the services of large number of people like the appellants for decades to say that there are no sanctioned posts to absorb the appellants. Sanctioned posts do not fall from heaven. State has to create them by a conscious choice on the basis of some rational assessment of the need.*

23. He also argued that Labour Court has wide powers under the Act to give directions for regularization. To support this view, he placed reliance upon case law cited in **Bharat Bank Ltd. Delhi and others Versus Employees of the Bharat Bank Ltd. Delhi and the Bharat Bank Employees' Union, Delhi (AIR1950SC 188)**.

24. AR for applicant has also placed reliance upon case law titled as **Maharashtra State Road Transport Corporation and others versus Casterbe Rajya P. Karmchari Sangthana (2009(123)FLR136)**, wherein Hon'ble Supreme Court had held that Uma Devi (supra) case is quite distinguishable and is not applicable to the industrial workers and it does not denude the industrial and Labour Courts to order permanency of the workers who have been victims of unfair labour practice.

25. AR for applicant also placed reliance upon case law cited by Hon'ble Supreme Court in case titled as **Secretary, Haryana State Electricity Board versus Suresh and others (AIR 1999 SC 1160)**, wherein, it has been held by the Hon'ble Supreme Court that where contractor get changed and workers remained same, then workers are entitled for regularization and such type of contract are sham contracts.

26. AR for applicant contended that the present workmen were allegedly engaged through various contractors, but actually they were doing the work for respondent no.1 under their direct control and their service would be treated as contract of service and not contract for service. To support this view, he placed reliance upon case law cited by Hon'ble Supreme Court in case titled as **Sushilaben Indravadan Gandhi versus New India Assurance Company (AIR 2020 SC 1977)**, and stated that in that case, doctors, who were appointed on contract basis were held to be engaged through contract of service and not for contract for service. Distinction has been made in this case what is contract of service and what is contract for service. Relevant para of the said case law is reproduced as under:

"After setting out the definition of "workman" under Section 2(s) of the said Act, this Court referred to the earliest test laid down to distinguish between a contract of service and a contract for service, namely, that whereas in the latter case, the master can order or require what is to be done, in the former case, he can not only order or require what is to be done, but also how it shall be done. After referring to a number of English judgments, the Court then held, giving the example of a ship's master, a chauffeur, and a reporter on the staff of a newspaper as against a ship's pilot, a taxi man and a newspaper contributor, that the test would be whether work is done as an integral part of the business of the employer, in which case it would be a contract of service, or whether it was done as an accessory to such business, in which case it would be a contract for service."

27. AR for workman contended that work done by the claimants was integral part of the business of respondent no.1. Thus, they were performing the contract of service and not contract for service. Where it is contract of service, then it is deemed to be perennial work and workmen are entitled for regularization.

28. AR for applicant further contended that in latest case law **Jaggo versus Union of India and others 2024 INSC 1034**, Hon'ble Supreme Court has held that outsource cannot be used as shield to deny them regularization, relevant para of which is reproduced as under:-

“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.”

29. Similar view was also taken by the Hon'ble Supreme Court in **Dharam Singh and others (supra)**. Thus, AR for the claimants contended that claimants are entitled for regularization with all consequential benefits, which are being given to the regular employees.

Submissions of respondent no.1:-

30. While arguing the case, Id. counsel for the respondent no.1 stated that no appointment letter was issued to any of the workman and this fact has been admitted by each workman in his cross examination. He further referred to clause 22 of agreement Ex.M-1/1, which provides as under:-

“the contractor shall be responsible for recruitment of personnel of this contract, and the security personnel and other categories of personnel so recruited and deployed by him shall be under his direct control/supervision.”

31. As per aforesaid clause, contractor shall be responsible for recruitment of personnel for the purpose of contract and workmen would be under direct control of the contractor. There is no binding contract between the workmen and respondent no.1. Moreover, the appointment of the workmen was neither made against any regular/permanent post nor after following the prescribed procedure for the appointment of regular employees. He also relied upon the case law titled as **Secretary, State of Karnataka and other versus Umadevi and others (2006 SCC 1)**, which provide for regularization of contractual or part time employees amounting to legalization of backdoor entrants and regularization of part time employees is violative of Articles 14 & 16 of the Constitution of India. The courts should refrain from issuing directions for regularization of daily wage, temporary or contract employees, as they have no vested right to be regularized or absorbed in service. Relevant para no.38 to 43 of the said judgment is reproduced as under:-

38. *When a person enters a temporary employment or gets engagement as a contractual or casual worker and the engagement is not based on a proper selection as recognized by the relevant rules or procedure, he is aware of the consequences of the appointment being temporary, casual or contractual in nature. Such a person cannot invoke the theory of legitimate expectation for being confirmed in the post when an appointment to the post could be made only by following a proper procedure for selection and in concerned cases, in consultation with the Public Service Commission. Therefore, the theory of legitimate expectation cannot be successfully advanced by temporary, contractual or casual employees. It cannot also be held that the State has held out any promise while engaging these persons either to continue them where they are or to make them permanent. The State cannot constitutionally make such a promise. It is also obvious that the theory cannot be invoked to seek a positive relief of being made permanent in the post.*

39. *It was then contended that the rights of the employees thus appointed, under Articles 14 and 16 of the Constitution, are violated. It is stated that the State has treated the employees unfairly by employing them on less than minimum wages and extracting work from them for a pretty long period in comparison with those directly recruited who are getting more wages or salaries for doing similar work. The employees before us were engaged on daily wages in the concerned department on a wage that was made known to them. There is no case that the wage agreed upon was not being paid. Those who are working on daily wages formed a class by themselves, they cannot claim that they are discriminated as against those who have been regularly recruited on the basis of the relevant rules. No right can be founded on an employment on daily wages to claim that such employee should be treated on a par with a regularly recruited candidate, and made permanent in employment, even assuming that the principle could be invoked for claiming equal wages for equal work. There is no fundamental right in those who have been employed on daily wages or temporarily or on contractual basis, to claim that they have a right to be absorbed in service. As has been held by this Court, they cannot be said to be holders of a post, since, a regular appointment could be made only by making appointments consistent with the requirements of Articles 14 and 16 of the Constitution. The right to be treated equally with the other employees employed on daily wages, cannot be extended to a claim for equal treatment with those who were regularly employed. That would be treating unequals as equals. It cannot also be relied on to claim a right to be absorbed in service even though they have never been selected in terms of the relevant recruitment rules. The arguments based on Articles 14 and 16 of the Constitution are therefore overruled.*

40. *It is contended that the State action in not regularizing the employees was not fair within the framework of the rule of law. The rule of law compels the State to make appointments as envisaged by the Constitution and in the manner we have indicated earlier. In most of these cases, no doubt, the employees had worked for some length of time but this has also been brought about by the pendency of proceedings in Tribunals and courts initiated at the instance of the employees. Moreover, accepting an argument of this nature would mean that the State would be permitted to perpetuate an illegality in the matter of public employment and that would be a negation of the constitutional scheme adopted by us, the people of India. It is therefore not possible to accept the argument that there must be a direction to make permanent all the persons employed on daily wages. When the court is approached for relief by way of a writ, the court has necessarily to ask itself whether the person before it had any legal right to be enforced. Considered in the light of the very clear constitutional scheme, it cannot be said that the employees have been able to establish a legal right to be made permanent even though they have never been appointed in terms of the relevant rules or in adherence of Articles 14 and 16 of the Constitution.*

41. *It is argued that in a country like India where there is so much poverty and unemployment and there is no equality of bargaining power, the action of the State in not making the employees permanent, would be violative of Article 21 of the Constitution. But the very argument indicates that there are so many waiting for employment and an equal opportunity for competing for employment and it is in that context that the Constitution as one of its basic features, has included Articles 14, 16 and 309 so as to ensure that public employment is given only in a fair and equitable manner by giving all those who are qualified, an opportunity to seek employment. In the guise of upholding rights under Article 21 of the Constitution of India, a set of persons cannot be preferred over a vast majority of people waiting for an opportunity to compete for State employment. The acceptance of the argument on behalf of the respondents would really negate the rights of the others conferred by Article 21 of the Constitution, assuming that we are in a position to hold that the right to employment is also a right coming within the purview of Article 21 of the Constitution. The argument that Article 23 of the Constitution is breached because the employment on daily wages amounts to forced labour, cannot be accepted. After all, the employees accepted the employment at their own volition and with eyes open as to the nature of their employment. The Governments also revised the minimum wages payable from time to time in the light of all relevant circumstances. It also appears to us that importing of these theories to defeat the basic requirement of public employment would defeat the constitutional scheme and the constitutional goal of equality.*

42. *The argument that the right to life protected by Article 21 of the Constitution of India would include the right to employment cannot also be accepted at this juncture. The law is dynamic and our Constitution is a living document. May be at some future point of time, the right to employment can also be brought in under the concept of right to life or even included as a fundamental right. The new statute is perhaps a beginning. As things now stand, the acceptance of such a plea at the instance of the employees before us would lead to the consequence of depriving a large number of other aspirants of an opportunity to compete for the post or employment. Their right to employment, if it is a part of right to life, would stand denuded by the preferring of those who have got in casually or those who have come through the back door. The obligation cast on the State under Article 39(a) of the Constitution of India is to ensure that all citizens equally have the right to adequate means of livelihood. It will be more consistent with that policy if the courts recognize that an appointment to a post in government service or in the service of its instrumentalities, can only be by way of a proper selection in the manner recognized by the relevant legislation in the context of the relevant provisions of the Constitution. In the name of individualizing justice, it is also not possible to shut our eyes to the constitutional scheme and the right of the numerous as against the few who are before the court. The Directive Principles of State Policy have also to be reconciled with the rights available to the citizen under Part III of the Constitution and the obligation of the State to one and all and not to a particular group of citizens. We, therefore, overrule the argument based on Article 21 of the Constitution.*

43. *Normally, what is sought for by such temporary employees when they approach the court, is the issue of a writ of mandamus directing the employer, the State or its instrumentalities, to absorb them in permanent service or to allow them to continue. In this context, the question arises whether a mandamus could be issued in favour of such persons. At this juncture, it will be proper to refer to the decision of the Constitution Bench of this Court in *Dr. Rai Shivendra Bahadur Vs. The Governing Body of the Nalanda College* [(1962) Supp. 2 SCR 144]. That case arose out of a refusal to promote the writ petitioner therein as the Principal of a college. This Court held that in order that a mandamus may issue to compel the*

authorities to do something, it must be shown that the statute imposes a legal duty on the authority and the aggrieved party had a legal right under the statute or rule to enforce it. This classical position continues and a mandamus could not be issued in favour of the employees directing the government to make them permanent since the employees cannot show that they have an enforceable legal right to be permanently absorbed or that the State has a legal duty to make them permanent.

In the above said paras, the Hon'ble Supreme Court specifically held that a person who enters temporary employment or is engaged as a contractual or casual worker – and whose engagement is not based on a proper selection as recognized by relevant rules or procedure-cannot invoke legitimate expectation for being confirmed.

32. The judgment of **Uma Devi (supra)** is binding precedent, it cannot be diluted. The Hon'ble Supreme Court held that public appointments must be made in accordance with the constitutional scheme. The Hon'ble Supreme Court observed this in the case of **Official Liquidator Versus Daya Nand (2008 (1) SCC 1)**. The Hon'ble Punjab & Haryana High Court in **CWP No.21088 of 2021 titled as Mukesh Kumar and others versus State of Haryana**, relying upon the judgment of Hon'ble Supreme Court in case **Union of India and others Versus Limo Devi (2021 AIR SC 4855)** held that it is a settled position of law that mere length of service, by itself, does not vest an employee with the right to seek regularization. Respondent no.1 invites tender from time to time from various service providers and the contract was awarded to the lowest bidder for providing manpower to the respondent no.1 as per agreements Ex.M-1/1, M-1/2 and M-1/5. The contract workers are trying to make out a case that the contract is a sham, bogus and a camouflage. However, no evidence has been led by the contract workers, either documentary or otherwise. Merely alleging that the contract is sham and bogus cannot be accepted, it must be proved through evidence. The Hon'ble Supreme Court in **Kirlosker Brothers Ltd. Vs. Ramcharan and others (2022 INSC 1255)**, held that the test for declaring a contract between the principal employer and the contractor as sham is as follows:-

“who pays the salary, who has the power to remove or dismiss from service or initiate disciplinary action, who can direct the employee on how the work should be done, in short who has direct control over the employee.”

In this judgment, it was observed by the Hon'ble Supreme Court that where there is no notification under Section 10 of the CLRA Act, and where it is not proved that the contract is sham or camouflage, the question of directing the principal employer to absorb or regularize the services of contract labour does not arise at all.

33. AR for respondent no.1 also referred to para no.11 of the Affidavit of Nanak Chand (Ex.WW1/A), wherein he has clearly admitted that he was working under different contractors namely Guardwell, Hawk, Vasundhara, Vishakha, King Security Services, Oriental Integrated Facility Management and Garrison Security Task (reg.), which read as under:-

11. That the deponent has been continuously working for the last 25 years and the deponent and other workers related to the dispute have been shown as contract workers by different contractors since the year 2001 including Guardwell, Hawk, Vasundhara, Visakha, King Security Services and since April 2024 by Oriental Integrated Facility Management and Garrison Security Task Regd. His services are being shown as contract workers by making illegal changes in the conditions of service and no notice was given as per law before making such illegal changes in the service conditions.

34. AR for respondent no.1 also referred para no.4.5 to 4.7 of judgment of Hon'ble Supreme Court in case titled as **Kirlosker Brother Limited versus Ramcharan and others (supra)**, which provides as under:-

“4.5. Thus, as observed and held by this Court, neither Section 10 of the CLRA Act nor any other provision in the Act, expressly or by necessary implication, provides for automatic absorption of contract labour on issuing a notification by the appropriate Government under sub-section (1) of Section 10, prohibiting employment of contract labour, in any process, operation or any other work in any establishment and consequently, the principal employer cannot be required to order absorption of the contract labour working in the establishment concerned. It has further been observed and held by this Court in the aforesaid decision that on issuance of prohibition notification under Section 10(1) of the CLRA Act, prohibiting employment of contract labour or otherwise, in case of an industrial dispute brought before it by any contract labour in regard to conditions of service, the industrial adjudicator will have to consider the question whether the contractor has been interposed either on the ground of having undertaken to

produce any given result for the establishment or for supply of contract labour for work of the establishment under a genuine contract or is a mere ruse/camouflage to evade compliance with various beneficial legislations so as to deprive the workers of the benefits thereunder.

4.6. *In the present case, neither any notification under Section 10(1) of the CLRA Act has been issued prohibiting the contract labour, nor there are allegations and/or even findings that the contract is sham and bogus and/or camouflage.*

4.7. *In the case of **International Airport Authority of India Vs. International Air Cargo Workers Union and Anr. (supra)**, after considering the decision of this Court in the case of **Steel Authority of India Ltd. and Ors. Vs. National Union Waterfront Workers and Ors. (supra)**, it has been observed and held by this Court that where there is no abolition of contract labour under Section 10 of the CLRA Act, but the contract labour contends that the contract between the principal employer and the contractor is sham and nominal, the remedy is purely under the ID Act. It is further observed that the industrial adjudicator can grant the relief sought if it finds that the contract between the principal employer and the contractor is sham, nominal and merely a camouflage to deny employment benefits to the employee and that there is in fact a direct employment, by applying tests like: who pays the salary; who has the power to remove/dismiss from service or initiate disciplinary action: who can tell the employee the way in which the work should be done, in short, who has direct control over the employee. It is further observed that where there is no notification under Section 10 of the CLRA Act and where it is not proved in the industrial adjudication that the contract was a sham/nominal and camouflage, then the question of directing the principal employer to absorb or regularise the services of the contract labour does not arise. It has further been observed in paragraphs 38 and 39 as under:-*

"38. *The tests that are applied to find out whether a person is an employee or an independent contractor may not automatically apply in finding out whether the contract labour agreement is a sham, nominal and is a mere camouflage. For example, 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. 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."*

35. AR for respondent no.1 contended that since in this case, claimant were workmen of the contractors. Hence, they cannot seek regularization and other benefits from respondent no.1.

36. Further, Sh. Arun Batra AR for respondent no.2 & 3 and Ms. Rhythima Sood, AR for respondent no.4 contended that their contract has already expired. Hence, no liability is made out against them and they have worked for a particular period for supplying manpower to the respondent no.1 and workmen were paid according to the service rendered by them and prayed that reference may be dismissed.

37. I have given due consideration to the arguments advanced by Sh. MC Pant (AR for claimant union), Sh. BR Rana (AR for respondent no.1), Sh. Arun Batra (AR for respondent no.2 & 3) and Ms. Rhythima Sood (AR for respondent no.4).

Findings :-

38. First question, which require to be determined under the present dispute between the parties is this whether there exists relationship of employer and employee between the claimant and respondent no.1, against whom workers have claimed regularization?

39. In this regard, stand of the respondent no.1 is this that tenders were invited from time to time from service providers and contract was given to the least quoted tenderer for providing manpower to the respondent no.1. No appointment letter was issued to the workmen and so far as respondents no.2 and 3 are

concerned, their agreements are Ex.M-1/1, Ex.M-1/2 & Ex.M-1/5. Workmen were deployed for the specific task according to the instruction of the service provider. Therefore, workmen cannot claim regularization. Hence, there does not exist relationship of employees and employer between the parties.

40. On the other hand, stand of the workmen is this that 114 workers as per list Ex.WW17/1 are working with respondent no.1 through various contractors from almost past 15 years or in some cases, more than 15 years. The workmen are working and being controlled by respondent no.1. Workmen raised their demand vide letter dated 11.09.2019 to Regional Labour Commissioner, Dehradun. However, the matter could not be settled and was referred to this Tribunal. The engagement of the workers through contractual system is against the public policy and is exploitation by the respondent no.1, which is unfair labour practice and agreements are sham transactions executed by the respondent no.1. The nature of duties and hours of working of all the contractual workmen is identical and at par to the regular employees. Moreover, during the pendency of the case, respondent no.1 has advertised various posts in gross violation of the Act and even AR for respondent no.1 made a statement that they are not filling the post against which the workmen are working is a false statement as respondent no.1 have advertised 4 posts of Steno Grade II and 40 posts of Multi Tasking Staff (MTS). Post of MTS is grade C and the work, which is done by the workers is included in the post of MTS. The workmen are working continuously from the almost 15 years and contractors are engaged just to deny the right of the workers and agreements are sham transactions and the workers are actually working under the respondent no.1.

41. I have given due consideration on this point to the arguments advanced by AR for both the parties.

42. In this regard, Para no.27 & 39 of agreement executed between respondent no.1 and M/s King Security Services Pvt. Ltd. (Ex.M-1/1 or Ex.R-27 and Ex.M-1/2) are material, the same are reproduced below:

27. The contractor shall not be permitted to transfer or assign his rights and obligations under this contract to any other person or organization.

39. The performance of security function and other services under the contract will be reviewed by the Registrar, or the FRI authority at 3:00 PM on the second day of every month and the contractor will remain present personally or through an authorized representative. In the event of the second day of the month being a holiday, the meeting shall take place on the next working day.

43. Respondent no.1 also place on record various agreements executed by it with other contractors, details of which are as follows:-

Sr. No.	Name of contractor	Dated	Exhibit
1.	Agreement with Eagle Hunter	28.03.2002 and 28.06.2003	R-1 & R-4
2.	Agreement with Hawk Commandos	16.06.2006	R-7
3.	Agreement with guardwell	16.04.2008 and 26.04.2010	R-11 & R-13
4.	Agreement with Hawk Commandos	01.12.2011	R-14
5.	Agreement with Vishakha Facilities	20.11.2011	R-15
6.	Agreement with Kings security	01.01.2016 and 21.02.2017	R-20 & R-23

In aforesaid agreements, para no.27 and 39, which have been reproduced above, are para no.26 and 38. Thus, almost common conditions exist with contractors as reproduced above in para no.27 & 39.

44. Perusal of aforesaid clauses reveals that respondent no.1 was having supervisory control over the workers engaged through contractors and as per said clauses, contractors were not permitted to transfer or assign their rights and obligation under the contract and further performance of security function and other services under the contract were to be reviewed by the Registrar of respondent no.1 once in a month and contractor would remain present only in one meeting. Thus, it implies that supervision was of respondent no.1.

45. Further, as per documents produced by respondent no.1, various agreements have been executed by respondent no.1 since 2002 in respect of almost same workers for engaging as contractual workers, with various contractors details of which are as follows:

Sl. No.	Name of contractor	Dated	Period	Exhibit
7.	Agreement with Eagle Hunter & Extension of contract	28.03.2002 09.10.2002 31.03.2003	01.04.2002 to 30.09.2002 extended upto 30.03.2003	R-1 to R-3
8.	Agreement with Eagle Hunter and Extension of contract	28.06.2003 14.06.2004 28.06.2005	01.07.2003 to 30.06.2004 extended upto 30.06.2006	R-4 to R-6
9.	Agreement with Hawk Commandos and Extension of contract	16.06.2006 04.06.2007 10.03.2008 16.04.2008	01.07.2006 to 30.06.2007 extended upto 30.04.2008	R-7 to R-10
10.	Agreement with guardwell security and Extension of contract	16.04.2008 25.04.2009	01.05.2008 to 30.04.2009 extended upto 30.04.2010	R-11 and R-12
11.	Agreement with guardwell security	26.04.2010	01.05.2010 to 30.04.2011	R-13
12.	Agreement with Hawk Commandos	01.12.2011	01.12.2011 to 30.11.2012	R-14
13.	Agreement with Vishakha Facilities and Extension of contract	20.11.2011 27.12.2013 01.12.2014 08.12.2014 01.12.2015	01.12.2012 to 30.11.2013 extended upto 31.12.2015	R-15 to R-19
14.	Agreement with Kings security and Extension of contract	01.01.2016 13.12.2016 24.01.2017	01.01.2016 to 31.12.2016 extended upto 28.02.2017	R-20 to R-22
15.	Agreement with Kings security and Extension of contract	21.02.2017 09.03.2017 17.01.2018 02.08.2018	01.03.2017 To 31.03.2018 extended upto 28.02.2019	R-23 to R-26
16.	Agreement with Kings security and Extension of contract	26.02.2019 12.02.2020 25.02.2021 26.04.2021 20.05.2021	01.03.2019 to 29.02.2020 extended upto 30.06.2021	R-27 (M-1/1) to R-31
17.	Agreement with Kings security and Extension of contract	14.06.2021 28.06.2022 30.08.2022 26.09.2022 31.10.2022 25.11.2022 30.11.2022 23.12.2022 27.12.2022 28.03.2023 26.05.2023	01.07.2021 to 30.06.2022 extended upto 31.03.2024	R- 32 to R-46

		18.07.2023 05.08.2023 16.10.2023 01.03.2024		
18.	Agreement with Eagle Hunter and Extension of contract	29.03.2000 05.06.2003 12.05.2004	01.04.2000 to 31.10.2000 extended upto 05.05.2005	R-47 to R-49
19.	Agreement with Adarsh Bahuddashai	15.06.2005	01.06.2005 to 31.05.2006	R-50
20.	Agreement with Adarsh Bahuddashai	31.05.2006	01.06.2006 to 31.05.2007	R-51
21.	Agreement with Hawk Commando	28.06.2007	01.07.2007 to 30.06.2008	R-52
22.	Agreement with Vasundra traders	27.06.2008	01.07.2008 to 30.06.2009	R-53
23.	Agreement with Vasundra traders and Extension of contract	13.07.2008 12.07.2010	01.07.2009 to 30.06.2010 extended upto 31.01.2011	R-54 and R-55
24.	Agreement with Vasundra traders and Extension of contract	31.01.2011 17.02.2012 07.08.2012 08.10.2012	01.02.2011 to 31.01.2012 extended upto 31.01.2013	R-56 to R-59
25.	Agreement with Vasundra traders and Extension of contract	11.07.2013 28.07.2014 11.12.2014 08.10.2015 28.04.2016 01.08.2016	01.08.2013 to 31.07. 2014 extended upto 31.08.2016	R-60 to R-65
26.	Agreement with Vasundra traders and Extension of contract	18.08.2016 11.08.2017 07.12.2017	01.09.2016 to 30.08.2017 extended upto 31.12.2017	R-66 to R-68
27.	Agreement with Vasundra traders and Extension of contract	13.12.2017 March 2019 26.04.2019	01.01.2018 to 31.12.2018 extended upto 30.04.2019	R-69 to R-71
28.	Agreement with Vasundra traders and Extension of contract	25.06.2019 30.04.2020 01.09.2020 02.11.2020 01.01.2021 27.01.2021 01.04.2021 03.05.2021 01.06.2021 01.07.2022	01.05.2019 to 30.04.2020 extended upto 30.06.2021	R-72 to R-81
29.	Agreement with Vasundra traders and Extension of	25.06.2021 07.09.2022	01.07.2021 to 30.06.2022	R-82 to R-95

	contract	20.09.2022	extended upto 31.03.2024	
		31.10.2022		
		25.11.2022		
		01.12.2022		
		22.12.2022		
		28.02.2023		
		29.03.2023		
		31.05.2023		
		13.07.2023		
		06.09.2023		
		16.10.2023		
		07.03.2024		

46. This clearly shows that these were sham contracts as for same work, different contractors were engaged and same workers were re-employed.

47. Further, in this case, Birender Kumar Semwal on behalf of Vasundhara traders appeared as MW1. He stated that he was having a firm namely Vasundhara Traders and he remained contractor of respondent no.1 since 01.07.2008 to 31.03.2024 under different agreements. He was asked by the respondent no.1 orally to engage some labourers, who were continuing earlier under different contractors. He was paid by respondent no.1 against the bill raised by him and thereafter, he used to disburse the salary to the workers in their respective bank accounts. His firm used to deduct ESI and EPF from the salary of the workers. He has also stated that the workers deployed by him were working for more than 20 years on outsource basis and the work available is of permanent in nature. He was also subject to cross examination by the AR for worker union and has stated that he remained as contractor since 01.07.2008 till 31.03.2024 under different agreements. Although the respondent no.1 had tried to impeach his credibility by putting two documents MW2/1 and MW2/2, which are documents showing him employee of CPWD. However, merely because he was also working as worker earlier with contractor does not mean that his deposition cannot be relied upon. It is an admitted fact that he was working as contractor with respondent no.1 and now respondent no.1 cannot say that he is speaking false in the Court, whereas whatever he has narrated in the Court is Truth. Thus, his statement is fully reliable. Even, this witness later on in his cross examination has stated categorically that respondent no.1 has control of deployment of all the workers, to terminate/transfer the workers and to the day to day affairs. He has also produced his license for working as contractor. He has also categorically stated that respondent no.1 used to mark attendance, control over day to day work, disciplinary and administrative control. He has also stated that respondent no.1 used to pay him salary of the workers engaged through him and he used to disburse it later on. His evidence is clear cut evidence supporting the case of the claimant union as he being contractor was in actual knowledge of the thing and he has deposed that respondent no.1 was managing the affairs of the workers.

48. Various agreements and extensions given by respondent no.1 to different contractors have been produced by respondent no.1, which are reproduced above, which shows that the contractors have been engaged for the period mentioned against their name. Perusal of aforesaid evidence reveals that workmen were being engaged through various contractors. The stand of the workmen is this that they were working with respondent no.1 as per agreements executed between respondent no.1 through various contractors just to deny them their legal rights to regularize them and to give them facility of regular employees and thus agreements were sham transaction. But actually they were being controlled, supervised and disciplinary actions were being taken against them by respondent no.1. In this regard, it is mentioned here that it is clear from para no.27 & 39 of agreement as reproduced above that workers were under the direct control of respondent no.1. Thus, it appears that workers, who are working since many years with respondent no.1 were actually working for respondent no.1 and not for contractors and the stand taken by AR for respondent no.1 that no appointment letter was issued and they were being engaged by the contractors was a sham transaction.

49. In the present case, admittedly respondent no.1 is entering into different contract agreements with different contractors by retaining same workmen and thus are sham contracts. Hon'ble Delhi High Court in

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

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

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

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

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

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

51. Thus, from the above observation of Hon'ble Supreme Court, it is clear that respondent no.1 has resorted to subterfuge by trying to show that workmen were employees of contractors. In this view of above discussion, there is held relation of employees and employer between the workmen and respondent no.1.

52. Hon'ble Supreme Court in case of **Steel Authority of India and Ors. (supra)** in para no.70 & 112 has held as under:

*70. By definition the term contract labour is a species of workman. A workman shall be so deemed when he is hired in or in connection with the work of an establishment by or through a contractor, with or without the knowledge of the principal employer. A workman may be hired: (1) in an establishment by the principal employer or by his agent with or without the knowledge of the principal employer; or (2) in connection with the work of an establishment by the principal employer through a contractor or by a contractor with or without the knowledge of the principal employer. Where a **workman is hired in or in connection with the work of an establishment by the principal employer through a contractor, he merely acts as an agent so there will be master and servant relationship between the principal employer and the workman.** But where a workman is hired in or in connection with the work of an establishment by a contractor, either because he has undertaken to produce a given result for the establishment or because he supplies workman for any work of the establishment, a question might arise whether the contractor is a mere camouflage as in Hussainbhai Calicuts case (supra) and in Indian Petrochemicals Corporations case (supra) etc.; if the answer is in the affirmative, the workman will be in fact an employee of the principal employer; but if the answer is in the negative, the workman will be a contract labour.*

112. In a three-Judge Bench decision of this Court in Hussainbhai's case (supra), the petitioner who was manufacturing ropes entrusted the work to the contractors who engaged their own workers. When, after some time, the workers were not engaged, they raised an industrial dispute that they were denied employment. On reference of that dispute by the State Government, they succeeded in obtaining an award against the petitioner who unsuccessfully challenged the same in the High Court and then in the Supreme

Court. On examining various factors and applying the effective control test, this court held that though there was no direct relationship between the petitioner and the respondent yet on lifting the veil and looking at the conspectus of factors governing employment, the naked truth, though draped in different perfect paper arrangement, was that the real employer was the management not the immediate contractor.

53. Applying the ratio of said law, since in this case, workmen were working for respondent no.1, they would be treated as employees of principle employer i.e. respondent no.1 and not of the contractors. Since, in this case, the workmen engaged through contractors continued to work with respondent no.1 since their initial induction with respondent no.1 and control of the workmen was in the hand of the respondent no.1 and not of the contractors engaged time and against and thus, there exists relationship of employer and employee. To support this view, reliance can be placed on Dharangadhara Chemical Works Ltd. Versus State of Saurashtra (1957 AIR 264) relevant paras of which are reproduced as under:

The principles according to which the relationship as between employer and employee or master and servant has got to be determined are well settled. The test which is uniformly applied in order to determine the relationship is the existence of a right of control in respect of the manner in which the work is to be done. A distinction is also drawn between a contract for services and a contract of service and that distinction is put in this way: " In the one case the master can order or require what is to be done while in the other case he can not only order or require what is to be done but how itself it shall be done." (Per Hilbery, J. in Collins v. Hertfordshire County Council (1).

The principle which emerges from these authorities is that the prima facie test for the determination of the relationship between master and servant is the existence of the right in the master to supervise and control the work done by the servant not only in the matter of directing what work the servant is to do but also the manner in which he shall do his work, or to borrow the words of Lord Uthwatt at page 23 in Mersey Docks and Harbour Board v. Coggins & Griffith (Liverpool) Ltd., and Another (1), " The proper test is whether or not the hirer had authority to control the manner of execution of the act in question.

54. Applying the ratio of aforementioned law in this case, it is contract of service as in this case, respondent no.1 is not only controlling and supervising the work done by the workers but can direct the workers what work they would do, in which manner they would do. Thus, respondent no.1 has authority to control the manner of execution of the act in question. Thus, it would be termed as principal employer of the workers.

55. Further, it has also been laid down in the case of Silver Jubilee Tailoring and others Versus Chief Inspector of Shops and Establishments and another (1974 AIR 37):-

1. *In deciding upon the question of relationship of the employer and an employee, "control" is obviously an important factor and in many cases, it may still be a decisive factor*

2. (i) *When the services are performed generally in the employers premises, this is some indication that the contract is a contract for services.*

(ii) *If the employer provides the machine and equipment on which the worker works, this is some indication that the contract is a contract of service, whereas if the other party provides the equipment, this is some evidence that he is an independent contractor. However, where it is customary for servants to provide their own equipment, no sensible inference can be drawn from this factor.*

From above observation of Hon'ble Court, it emerges that there exists contract of service between workmen and respondent no.1 as workmen were working in the premises of respondent no.1.

56. Moreover, Hon'ble Supreme Court in Ganesh Beedi case (1974 (1) LLJ 367), has raised on British and American rulings to hold that mere contracts are not decisive and the complex of considerations relevant to the relationship is different. Indian Justice, beyond Atlantic liberalism, has a rule of law which runs to the aid of the rule of life and life, in conditions of poverty aplenty, is livelihood and livelihood is work with wages. Raw social realities, not fine-spun legal niceties, not competitive market economics but complex protective principles, shape of law when the weaker, working class sector needs succor for livelihood through labour. Thus, keeping in view aforesaid discussion, it is held that there exists relationship of employer and employee between respondent no.1 and present workmen and agreements are merely sham transactions.

57. Next question which arise for consideration is that whether the present workers falls within definition of ‘workmen’ under the Act. There is no dispute about the proposition of law that onus to prove that workmen/claimants are in the employment of management is always on the workmen/claimants and it is for the workman to adduce evidence to prove factum of his employment with the management. There is hardly any dispute with the preposition of law as propounded by the Hon’ble Supreme Court in several cases. However, the factual scenario in the present case is bit different, inasmuch as the management in its written statement has clearly admitted the factum of employment of the claimants/workmen inasmuch as it has been stated that the claimants/workmen are appointed as contract labourer through various contractors. As such, it clearly establishes relationship of employer-employee between the management and claimants. In this regard, reference can be made to the decision in the case of Devinder Singh Vs. Municipal Council, Sanaur, AIR 2011 Supreme Court 2532, wherein, the Hon’ble Apex Court while interpreting the provisions of Section 2(s) of the Act which deals with the definition of “workman” has observed as follows:-

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

58. It is clear from the perusal of aforesaid observations that even if a person is engaged on temporary, part time or contract basis or for doing any other kind of work and is duly paid wages for the said work, in that eventuality such a person would be covered by the definition of “workman” as provided in Section 2(s) of the Act.

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

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

60. In the present case, respondent no.1 is also engaged in systematic activity organized by cooperation between employer and employee (employees being workmen in the present case) for the production or distribution of goods and services to calculated to satisfy human wants. In this regard, it is

carrying out research. In addition to this, it is also running nurseries, which are being carried out for human wants.

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

62. Thus, from every angle, respondent no.1 i.e. FRI is an industry. Moreover, its employees are not governed by FRI Rules or CCS Rules, thus it is an industry.

63. Next question, which arises for consideration is whether workmen are entitled for regularization or not? In this regard, it is the contention of AR for respondent no. 1 that the appointment of the claimants/workmen was neither made against any regular/permanent post nor after following the prescribed procedure for appointment of regular employees. The claimants are employees of service provider and are being paid their salary by the manpower contractor and Hon'ble Supreme Court in **Uma Devi case (supra)** has held that regularization of contractual or part time employees would amount to legalization of backdoor entrants and is in violation of Articles 14 & 16 of the Constitution of India. The Court should refrain from issuing directions for regularization of daily wager, temporary or contractual employees, as they have no vested right to be regularized or absorbed in service and the same has been mentioned in para no.38 to 43. Judgment of **Uma Devi (supra)** is binding precedent, it cannot be diluted. Hon'ble Supreme Court further held that public appointment must be made in accordance with the constitutional scheme. The same was held by the Hon'ble Supreme Court in case of **Official Liquidator versus Daya Nand (supra)**. Further, Punjab and Haryana High Court in case titled as **Mukesh Kumar and others versus State of Haryana (supra)** has relied upon the case of **Union of India and others versus Limo Devi (supra)** of Hon'ble Supreme Court has held that it is settled position of law that mere length of service, by itself, does not vest an employee with the right to seek regularization. The case law referred by the AR for workmen is not attracted to the facts and circumstances of the present case as it attracts only where contract workers were directly engaged by the management and paid salary by the management. Moreover, Hon'ble Supreme Court in **Krilosker Brothes Versus Ram Charan (supra)** held that the test for declaring a contract between the principal employer and contractor as sham is as follows:

"Who pays salary, who has the power to remove or dismiss from service or initiate disciplinary action, who can direct the employee on how the work should be done- in short, who has direct control over the employee."

Thus, workmen cannot be regularized in view of the above clear cut law of the Hon'ble Supreme Court and various Hon'ble High Courts.

64. Learned counsel of the workman has drawn my attention towards the judgment of **Maharashtra State Road Transport Corporation Ltd. Vs. Casterbe Rajya Parivahan Karamchhari Sanghalana, (2009) 8 SCC 556 (in short "Casterbe")**, saying that the judgments of the Hon'ble Apex Courts culls out the ratio of the judgment of **Umadevi** and holds it as a verdict not applicable to industrial workers or workmen by definition to whom the protective rights flowing from Entry 10 of the Fifth Schedule of the Industrial Disputes Act, 1947, employing by way of unfair labour practice (workmen as badlis, casual or temporaries and continue for them as such years with the object of depriving them of the status and privileges of permanent workmen). Undoubtedly, the Constitution Bench of the Hon'ble Supreme Court in **Umadevi** case has directed regularization of those workers who have extended 10 years or more than 10 years of service on the date of judgment against duly sanctioned post provided not covered under the order of Courts or of Tribunals for one time regularization.

65. Now question arises for consideration is whether judgment of **Umadevi** stands distinguished and explained in the landmark judgment delivered by the Hon'ble Supreme Court in Casterbe. The judgment of the Supreme Court dealt with the State Law of Maharashtra cited as **The Maharashtra Recognition of Trade Unions and Prevention of Unfair Labour Practice Act, 1971, (MRTU & PULP Act)**. The Court dealt with Section 21(1) and its proviso; Schedule IV Items 2, 5, 6 and 9 and especially with Item 6 which

is in pari material with the provisions of Entry 10 of the 5th Schedule to the Industrial Disputes Act, 1947, the commonality being a facet of unfair labour practice to keep 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. The Constitution Bench in Umadevi was explained in Para 35 in **Casterbe** as follows:-

35. Umadevi (3) 1 is an authoritative pronouncement for the proposition that the Supreme Court (Article 32) and the High Courts (Article 226) should not issue directions of absorption, regularization or permanent continuance of temporary, contractual, casual, daily wage or ad hoc employees unless the recruitment itself was made regularly in terms of the constitutional scheme.

36. Umadevi (3)1 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. Umadevi (3) 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.”

66. The Hon’ble Court in the case of **Casterbe** has rejected the argument raised by the corporation by observing that Industrial/Labour Court under the Act has got specific power to take affirmative action against the erring employers and orders can well be made to accord permanency to the employees affected by such unfair labour practice. However, the victims of unfair labour practice of the employer deserve freedom of permanency where facts and circumstanced demand in the canvas of **Casterbe**.

67. It is pertinent to mention that the judgment of **Casterbe** dealt with MRTU & PULP Act enacted by the State of Maharashtra but the provisions of unfair labour practice are identical to Entry 10 of the 5th Schedule to the Industrial Disputes Act, 1947. Entry 10 is a statutory protection against individual discrimination and exploitation provided the discrimination continues ‘for years’. It would follow that short duration of employment is per se not violative of Entry 10 of the Act and length of employment becomes relevant consideration to examine unfair labour practice issues. In Umadevi the Constitution Bench protected regularization done but those appointments which were not sub-judice could not be reopened. In terms of Umadevi, a distinction will have to be kept in mind between irregular appointments and illegal ones in view of the directions in para 44 to para 46, and thus a distinction would also have to be kept in mind between regularization and giving permanency.

68. Though **Casterbe** is a case arising out of industrial adjudication on a complaint made by the Union of workers that the affected employees were engaged by the Corporation as casual labourers for cleaning the buses between 198-1985 but the contested issue before the labour tribunal was whether the workers could be granted the status of permanency on par with other permanent cleaners. The Industrial Court, Bombay held that the complaint regarding unfair labour practice against the Corporation under Item 6 of Schedule IV was not maintainable. However, the complaints were maintainable in respect of the unfair labour practice under items 5, 9 and 10. A finding was returned that unfair labour practice has been committed under items 5 and 9 of schedule IV, Section 30 of the Maharashtra State Act empowers the Industrial and the Labour Courts to decide on any person named in the complaint if he has engaged in or is engaging in any unfair labour practice. It may in its order give declarations and directions accordingly. Items 5, 6 and 9 of Schedule IV to the MRTU & PULP Acts need to be seen. They read:-

“5. To show favouritism or partiality to one set of workers, regardless of merits.

1. To employ employees 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 employees.

9. Failure to implement award, settlement or agreement.”

69. Item 6 of Schedule IV is identical to Entry 10 of the 5th Schedule to the Central Act and, therefore, would suffer common interpretation. The expression “unfair labour practice” in Section 2(ra) of the Industrial Disputes Act, 1947 is defined to mean any of the practices specified in the 5th Schedule. It may be noted that the Industrial Disputes Act, 1947 does not contain a provision like Section 30 of the MRTU & PULP Act in Maharashtra. Unfair labour practice in the Central Act is placed in Chapter VC. Section 25T and 25U deal with prohibition and penalty for committing unfair labour practice. Thus, there is a

complete statutory prohibition against an employer, workmen or trade union against committing an unfair labour practice. Though the consequences of violating the provisions of Section 25T of the Industrial Disputes Act is punishment with imprisonment but that does not mean that the Labour Court is barred to exercise its powers of making declarations and issuing directions where a prima facie case is made out of violation of the law. In fact, Entry 10 of the 5th schedule is a rule against exploitation. It is a rule against modern day slavery and against unfair domination. Unfair labour practice is akin to unfair discrimination. They both belong to the same family. Entry 10 of the Central Act and Entry 6 of the Maharashtra Act presupposes that a body of workers under the same employer and doing the same thing are permanent while others not. Unfair labour practice would thus fall in the same cluster of grounds of challenge of administrative action as those when the Writ Court deals with in cases of malafides, malice in law, malice in fact, bias, colourable exercise of power or abuse of authority and so on and so forth. Merely because the Central Act does not contain specific provisions such as those in MRTU & PULP Act and of Section 30 thereof, it would not denude this Tribunal to remove unfair discrimination whenever found in the light of discussion of *Casterbe* case.

70. It is added here that in this case, 16 workers have appeared in the witness box and tendered their affidavits Ex.WW1/A to WW16/A respectively and they claimed that respondent no.1 is earning income from various sources, which includes entry tax from visitors, publication of books, auction of wood and respondent no.1 being deemed university is also earning from various sources and also earning from patent and also from rest houses and mess etc. In addition to this, all these workmen have reiterated what has been claimed in the claim petition inter alia that each of them was working since last 15-20 years and they have been appointed through contractor. However, they are working under the direct control of respondent no.1. There is no suggestion given to any of the workmen that they are not working for respondent no.1 through contractor and they are continuing their work under different contractor. Thus, it shall be presumed that whatever has been deposed by them in their affidavit is correct.

71. It is worthwhile to highlight the statement of Sh. Darban Singh (WW16), who tendered into evidence his affidavit Ex.WW16/A, to whom, respondent no.1 i.e. FRI has put 3 documents Ex.M1 to Ex.M3.

72. Respondent no.1 has tried to prove that vide M1 (agreement dated 12.09.2001) one year cooking and serving of food to the visitors contract was awarded to the said Darban Singh and vide M2 (extension of contract dated 28.08.2002), Darban Singh has stated that he was given contract of supplying food @3000/- per month, which would expire on 12.09.2002 and stated that he may be given further permission to work and Exhibit M3 (18.06.2007) is payment made to the said Darban Singh for one month for cooking and serving food for the period 13.05.2007 to 12.06.2007. On the basis of these documents, respondent no.1 has tried to belied the statement of Sh. Darban Singh that he is working on contract basis with the respondent no.1. The said plea of the respondent no.1 stands belied by their own documents, which have been placed on file by its own witness namely Sh. Vivek Goyal (MW1), who has placed on record Ex.M1/7 an order dated 27.02.1996, vide which the said Sh. Darban Singh has been appointed as cook @Rs.2500/- per month. The relevant para of Ex.M1/7 is reproduced as under:-

"The Director, Forest Research Institute, Dehra Dun is pleased to allow Shri Darban Singh Rana s/o Shri Hukam Singh Rana of 10 Akbar Road, Delhi, to work as Cook in the Scientist Hostel, FRI at a fixed remuneration of Rs.2500/- (Rupees Two Thousand Five Hundred Only) all inclusive on contract basis from the date he takes over the charge."

73. Further, vide M1/8 dated 03.06.1997, Darban Singh has been allowed to continue to work as cook a fixed remuneration of Rs.27,500/- payable in 11 equal monthly installments on contract basis. The relevant para of M1/8 is reproduced as under:

The Director, Forest Research Institute, Dehra Dun is pleased to allow Shri Darban Singh S/o Shri Humam Singh Rana of 10 Akbar Road, Delhi to continue to work as Cook in the Scientist Hostel. FRI at a fixed remuneration of Rs.27,500/- (Rupees Twenty Seven Thousand Five Hundred Only) payable in 11 equal monthly installments all inclusive on contract basis for another 11 months with effect from 27th January, 1997 on the terms and conditions given in this office order of even No. dated 27th February, 1996.

74. Similar is the order dated 20.01.1998 Ex.M1/9, which is effective from 27.12.1997. Similar is the order dated 12.01.1999 Ex.M-1/10, which is effective from 27.11.1998. Similar are the order dated 13.09.2001 (Ex.M-1/11), order dated 06.03.2006 (Ex.M-1/12) and order dated 20.01.1998 (Ex.M-1/13).

All the aforesaid orders clearly shows that Sh. Darban Singh was working under the direct control and supervision of respondent no.1 as cook. However, in order to camouflage his post as cook, he seems to have been given contract vide Ex.M1 (13.09.2001) just to deprive him of his right as employee and his statement leads to this conclusion that actually he was working under the direct control and supervision of respondent no.1 and there exists relation of employer and employees.

75. It is also pertinent to mention here that one Sh. Nanak Chand, who appeared as WW1 and tendered into evidence his affidavit WW1/A and has stated that he was appointed in the year 1999 as sewer man and he is 8th pass. He is doing maintenance work of sewers in 15-20 feet deep chambers and he was given job directly by respondent no.1. There is one sewerage plant in respondent no.1, which is being run by respondent no.1 and he was working with the direction of respondent no.1 and he is also working in 15-20 feet deep chambers for maintenance of these lines. After 2001, his services were taken through contractor. It is added here that he was also subject to cross examination by the AR for respondent no.1 Sh. J S Toor. The aforesaid averments made by the said witness were never objected to by the AR for respondent no.1 meaning thereby that respondent no.1 has accepted the averments made by Nanak Chand.

76. In his deposition, Nanak Chand has categorically stated that he worked on maintenance line below 15-20 feet deep sewerage chambers. As per Section 6(2) of **Prohibition of Employment as Manual Scavengers and Their Rehabilitation Act, 2013**, he was required to be given work other than manual scavenging. Similar is the position of Sh. Ramesh, Bhim and Kamal. Thus, it tantamount to unfair labour practice.

77. As per Ex.MW2/1, a few workers were working with CPWD and then respondent no.1 directly appointed them with their establishment. Thereafter, as per Ex.MW2/2, workmen were shifted through contractor. The relevant portion of (Ex.MW2/2) is reproduced as under:

It is informed to all the workers that from 09.12.2001, all the workmen (sewerman, plumber, electrician, DG Set Operator, Pump Operator, helper etc.) will work under the Eagle Hunter and their salaries will be paid by the Eagle Hunter tender is not done.

78. The said letter Ex.MW2/2 proves that conditions of service were changed. As per Section 9A of the Act, no show cause notice was given to the workmen prior to switching of employment from direct control of respondent no.1 to contractors, which amounts to unfair labour practice.

79. It is also added here that admittedly respondent no.1 has issued advertisement for filling permanent posts of 40 MTS and 4 Stenographers. MW1 Sh. Vivek Goyal, Under Secretary of respondent no.1 in his cross examination has admitted that there is no condition stipulated providing age relaxation, weightage and preference to the existing contractor labours and even he also admitted that few workers, who were working against contingent funds were sent to the project fund due to availability of funds there and project are for little time. Moreover, he has also stated that that he does not know who was controlling the workers evasively, which is also unfair labour practice.

80. Even this witness has admitted that respondent no.1 does not verify the payments made to the workers through its contractors which is in violation of Contract Labour Act. Further, Section 21(2) of the Contract Labour Act provides that at the time of disbursement of wages by the contractor, one nominee of the principal employer will also be present. Thus, there is clear cut violation of Section 21(2) of the Contract Labour Act.

81. So far as ***Kirlosker Brothers Ltd. Vs. Ramcharan and others (2022 INSC 1255)*** relied upon by the AR for respondent no.1 is concerned, facts and circumstances of this case are distinguishable. In the said ***Kirlosker Brothers Ltd. Vs. Ramcharan and others (supra)***, Court has held that that when there are no allegations or findings of sham and bogus contract then the contention of the reinstatement or the absorption of the workmen cannot be sustained but the facts of the matter at hand is different from the facts of the case as in the instant case, the initial induction of the workmen was not contractual and the work that was assigned to the workmen was of perennial nature. Therefore, the precedents and the averments made by the applicant union to support the arguments clearly establishes the relationship between the management and the workmen and the management under the garb of establishing a contractual relationship, which is completely sham and bogus, is trying to camouflage its relation with workers so that it can terminate them after utilizing years of service from such workmen.

82. The next question for consideration is with respect to the unfair labour practice and its consequences. It is a settled law that in order to constitute an unfair labour practice under Section 2(ra) read with Item 10 of the Vth Schedule of the ID Act, the employer should be engaging workmen as temporary or casual and continuing them for years with the object of depriving them of the benefits payable to regular workmen. The Hon'ble Supreme Court in the case of **Durgapur Casual Workers Union and others V/s Food Corporation of India, Civil Appeal No.10856 of 2014, dated 09.12.2014**, has held that continued casualisation of service of workman amounts to unfair labour practice. In this case, the Hon'ble Supreme Court has observed that management was rightly directed by the Tribunal to absorb the workman. In the case of **The workmen of Bhurkunda Colliery of M/s Central Coalfields Ltd. Vs. The Management of Bhurkunda Colliery of M/s Central Coalfields Ltd., arising out of Civil Appeal No.1600 of 2005 dated 27.01.2006**, the Hon'ble Supreme Court dealing with the casual labour and work charged employees has held that if a casual labours work continuously of 2-3 years regular need of the service is presumed. Rule of Law is to the extent and action must be with Article 14 and 16 of the Constitution. So far as the case in hand is concerned, it is a proven fact that workmen are rendering their services to the establishment even on contract basis for more than 15 years. Thus, it can be clearly infer that there is sufficient work with the establishment regarding activities of respondent no.1, for which they are engaging these workmen continuously.

83. Undoubtedly, the provisions of the Industrial Disputes Act are made for the settlement of Industrial Disputes and for certain other provisions mentioned therein. The Act prohibits unfair labour practice on the part of employer in engaging employees as casual or temporary employees for long period without giving them the status and privileges of permanent employees as is held by the Hon'ble Supreme Court in the case of **Umrala Gram Paychayat Vs. The Secretary, Municipal Employees Union, arising out of Civil Appeal No.3209-3210/2015, dated 27.03.2015**, in which the order of Tribunal for regularization of Safai workers has been upheld by the Hon'ble Supreme Court. The Hon'ble Supreme Court in case of **Narendra Kumar Tiwari & others versus State of Jharkhand & others, civil appeal nos.7423-7429 of 2018 (arising out of S.L.P. (Civil) Nos.19832-19838 of 2017)**, has held that the Regularization Rules must be given pragmatic interpretation and order for regularization for those employees who has rendered service of 10 years or more from the date of the promulgation of the Regularization Rules unless there is same valid objection to their regularization like misconduct etc. Claimants/workmen are rendering their services for more than 15 years as contract workers uninterruptedly without regularization which amounts unfair labour practice of the Act.

84. It is added here that Hon'ble Supreme Court in latest two judgments **Jaggo versus Union of India (supra)** and **Dharm Singh and others (supra)** has deprecated the practice of outsourcing to shield to perpetuate precariousness and to sidestep fair engagement practices, where the work is inherently perennial and has also pointed out how **Uma Devi case (supra)** is not applicable to such employees, who are working for a long period as part time workers/daily wagers. In **Jaggo versus Union of India (supra)** Hon'ble Supreme Court has held as under:-

10.Appellants long and uninterrupted service, for periods extending well beyond ten year, cannot be brushed aside merely by labeling their initial appointment as contractual. The essence of their employment must be considered in the light of their sustained contribution, the integral nature of their work, and the fact that no evidence suggests their entry was through any illegal or surreptitious route.

12.Despite being labeled as "part time workers", the appellants performed these essential tasks on a daily and continuous basis over extensive periods, ranging from over a decade to nearly two decades. Their engagement was not sporadic or temporary in nature; instead, it was recurrent, regular and akin to the responsibilities typically associated with sanctioned posts. Moreover, the respondents did not engage any other personnels for these tasks during the appellants' entire tenure, underscoring the indispensable nature of their work.

20. It is well established that the decision in Uma Devi (supra) does not intend to penalize employees who have rendered long years of service fulfilling ongoing and necessary functions of the State or its instrumentalities. The said judgment sought to prevent backdoor entries and illegal appointments that circumvent constitutional requirements. However, where appointments were not illegal but possibly "irregular," and where employees had served continuously against the backdrop of sanctioned functions for a considerable period, the need for a fair and humane resolution becomes paramount. Prolonged, continuous, and unblemished service performing tasks inherently required on a regular basis can, over the

time, transform what was initially ad-hoc or temporary into a scenario demanding fair regularization. In a recent judgment of this Court in *Vinod Kumar and Ors. etc. Vs. Union of India & Ors.*

5. It was held that procedural formalities cannot be used to deny regularization of service to an employee whose appointment was termed "temporary" but has performed the same duties as performed by the regular employee over a considerable period in the capacity of the regular employee. The relevant paras of this judgment have been reproduced below:

"6. The application of the judgment in *Uma Devi (supra)* by the High Court does not fit squarely with the facts at hand, given the specific circumstances under which the appellants were employed and have continued their service. The reliance on procedural formalities at the outset cannot be used to perpetually deny substantive rights that have accrued over a considerable period through continuous service. Their promotion was based on a specific notification for vacancies and a subsequent circular, followed by a selection process involving written tests and interviews, which distinguishes their case from the appointments through back door entry as discussed in the case of *Uma Devi (supra)*.

7. The judgment in the case *Uma Devi (supra)* also distinguished between "irregular" and "illegal" appointments underscoring the importance of considering certain appointments.

26. While the judgment in *Uma Devi (supra)* sought to curtail the practice of backdoor entries and ensure appointments adhered to constitutional principles, it is regrettable that its principles are often misinterpreted or misapplied to deny legitimate claims of long-serving employees. This judgment aimed to distinguish between "illegal" and "irregular" appointments. It categorically held that employees in irregular appointments, who were engaged in duly sanctioned posts and had served continuously for more than ten years, should be considered for regularization as a one-time measure. However, the laudable intent of the judgment is being subverted when institutions rely on its dicta to indiscriminately reject the claims of employees, even in cases where their appointments are not illegal, but merely lack adherence to procedural formalities. Government departments often cite the judgment in *Uma Devi (supra)* to argue that no vested right to regularization exists for temporary employees, overlooking the judgment's explicit acknowledgment of cases where regularization is appropriate. This selective application distorts the judgment's spirit and purpose, effectively weaponizing it against employees who have rendered indispensable services over decades.

85. Hon'ble Supreme Court in ***Dharm Singh and others (supra)*** has held as under:

11. 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 parity where identical duties are exacted over extended periods. The principles articulated therein apply with full force to the present case.....

13. 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 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.

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 17 Civil Appeal No. 8558 of 2018 is not a talisman that overrides fairness, reason and the duty to organise work on lawful lines

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 21 Civil Appeal No. 8558 of 2018 grace, but obligations under Articles 14, 16 and 21 of the Constitution of India.”

86. So far as the case law Mukesh Kumar and others versus State of Haryana (supra), in which Hon'ble High Court has relied upon case of Union of India and others Versus Limo Devi (supra), which has been referred by AR for respondent no.1 is concerned, the same is not attracted to the facts and circumstances of the present case as the same were not the case under the Act and in view of the judgment of casterbe (supra), the said case law is not attracted.

87. Before parting with the judgment, it is clarified that the original reference was of 105 workers, however, in evidence before this Tribunal, vide Ex.WW17/1/Ex.R-97, list of 114 employees, who were working with respondent no.1 has been placed on file by claimant (Ex.WW17/1) and also by respondent no.1 (Ex.R-97) and both lists matches with each other and admittedly as per law laid down by the Hon'ble Supreme Court in case titled as Workmen of Dimakuchi Tea Estate versus Management of Dimakuchi Tea Estate (1958 AIR (SC) 353), all 114 workmen are entitled for relief claimed by 105 workers, wherein it is held as under:-

The very nature of an industrial dispute as distinguished from an individual dispute, is to obtain new industrial conditions, not merely for the specific individuals then working from the specific individuals then employing them, and not for the moment only, but for the class of employees from the class of employer.... It is a battle by the claimants nor for themselves alone.” Section 18 of the Act supports the aforesaid observations, in so far as it makes the award binding not merely on the parties to the dispute, but where the party is an employer, on his heirs, successors or assigns and where the party is composed of workmen, on all persons employed in the establishment and all persons who subsequently become employed therein. If, therefore, the dispute is a collective dispute, the party raising the dispute must have either a direct interest in the subject matter of dispute or a substantial interest therein in the sense that the class to which the aggrieved party belongs is substantially effected thereby.

Hence, in view of the law laid down by the Hon'ble Supreme Court, the benefit is extended to all 114 workers as per Ex.WW17/1/Ex.R-97.

88. The following propositions would emerge upon analyzing the above legal decisions and factual evidence on record:-

(1) The action of the management FRI, Dehradun for not complying the basic labour laws and not framing any policy for regularization of these workers who are giving services since 1999 and afterwards to FRI is illegal and unjustified.

(2) The management of FRI, Dehradun is under legal obligation to regularize the services of the claimants/workmen against substantive vacancies as and when such vacancies became available giving relaxation in qualification and age on the basis of their experience and dedicated service.

(3) Till their services are not regularized, respondent no.1 shall continue to give contracts on regular basis to the workmen/claimants without adopting any pick and choose policy up to their superannuation unless serious misconducts or lapses are proved against workmen.

(4) The claimants/workmen are entitled corresponding lowest grade of the permanent employee rendering their services in FRI, Dehradun along with other financial benefits legally payable under the Act.

89. The reference is answered accordingly.

90. Let copy of the award be sent to the Central Government for publication of the same as required under Section 17(2) of the Act.

Dated : 26.12.2025

KAMAL KANT, Presiding Officer