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No. 27]	NEW DELHI, JULY 12—JULY 18, 2026, SATURDAY/ ASHADHA 21—ASHADHA 27, 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)

गृह मंत्रालय
(राजभाषा विभाग)

नई दिल्ली, 8 जून, 2026

का.आ. 1401.—केन्द्र सरकार, राजभाषा (संघ के शासकीय प्रयोजनों के लिये प्रयोग) नियम, 1976 के नियम 10 के उप-नियम (4) के अनुसरण में, उत्तर पूर्वी क्षेत्र विकास मंत्रालय को एतद्वारा अधिसूचित करती है।

[फा. सं. 12022/01/2023-रा.भा. (का.2)]

रामनरेश शर्मा, निदेशक (कार्यान्वयन)

MINISTRY OF HOME AFFAIRS
(Department of Official Language)

New Delhi, the 8th June, 2026

S.O. 1401.—In pursuance of Sub-Rule (4) of Rule 10 of the Official Languages (use for official purposes of the Union) Rules, 1976, the Central Government hereby notifies **Ministry of Development of North Eastern Region.**

[F. No. 12022/01/2023-O.L. (Imp.2)]

RAM NARESH SHARMA, Director (Impl.)

विदेश मंत्रालय
(सी.पी.वी. प्रभाग)

नई दिल्ली, 10 जुलाई, 2026

का.आ. 1402.—राजनयिक और कौंसुलीय अधिकारी (शपथ एवं फीस) के अधिनियम, 1948 की धारा 2 के खंड (क) के अनुसरण में वैधानिक आदेश।

एतद्वारा, केंद्र सरकार भारतीय उच्चायोग, लंदन में श्री दक्ष बंसल, सहायक अनुभाग अधिकारी, को जुलाई 10, 2026 से सहायक कांसुलर अधिकारी के रूप में कांसुलर सेवाओं का निर्वहन करने के लिए अधिकृत करती है।

[फा. सं. टी. 4330/01/2026(11)]

तरुण कुमार, अवर सचिव (सीपीवी-II)

MINISTRY OF EXTERNAL AFFAIRS
(CPV Division)

New Delhi, the 10th July, 2026

S.O. 1402.—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 Shri Daksh Bansal, Assistant Section Officer, in the High Commission of India, London as Assistant Consular Officer to perform Consular services with effect from July 10, 2026.

[F. No. T.4330/01/2026 (11)]

TARUN KUMAR, Under Secy.(CPV-II)

संचार मंत्रालय
(डाक विभाग)

नई दिल्ली, 25 नवंबर, 2025

का.आ. 1403.—केन्द्र सरकार, राजभाषा (संघ के शासकीय प्रयोजनों के लिए प्रयोग) नियम 1976 (यथा संशोधित 1987) के नियम 10 के उप नियम (4) के अनुसरण में, डाक विभाग के निम्नलिखित अधीनस्थ कार्यालय, जिसके 80 प्रतिशत से अधिक अधिकारियों/कर्मचारियों ने हिन्दी का कार्यसाधक ज्ञान प्राप्त कर लिया है, को एतद्वारा अधिसूचित करती है:-

[फा. सं. ई-11017-1/2024-रा.भा.]

डॉ. प्रदीप कुमार, उप महानिदेशक(प्रशिक्षण /रा.भा.)

MINISTRY OF COMMUNICATIONS**(Department of Posts)**

New Delhi, the 25th November, 2025

S.O. 1403.—In Pursuance of sub rule (4) of Rule 10 of the Official Language (use for official Purposes of the Union) Rules 1976 (as amended in 1987), the Central Government hereby notifies following Sub-ordinate office of the Department of Posts, where more than 80% Officers/Officials have acquired the working knowledge of Hindi:-

[F. No. E-11017-1/2024-OL]

Dr. PRADEEP KUMAR, Dy. Director General(Training/OL)

नई दिल्ली, 8 जुलाई, 2026

का.आ. 1404.—केन्द्र सरकार, राजभाषा (संघ के शासकीय प्रयोजनों के लिए प्रयोग) नियम 1976 (यथा संशोधित 1987) के नियम 10 के उप नियम (4) के अनुसरण में, डाक विभाग के निम्नलिखित अधीनस्थ कार्यालय, जिसके 80 प्रतिशत से अधिक अधिकारियों/कर्मचारियों ने हिन्दी का कार्यसाधक ज्ञान प्राप्त कर लिया है, को एतद्वारा अधिसूचित करती है:-

अधीक्षक डाकघर का कार्यालय,
मंदसौर संभाग,
मंदसौर – 458001

[फा. सं. ई-11017-1/2026-रा.भा.]

डॉ. प्रदीप कुमार, उप महानिदेशक(प्रशिक्षण /रा.भा.)

New Delhi, the 8th July, 2026

S.O. 1404.—In Pursuance of sub rule (4) of Rule 10 of the Official Language (use for official Purposes of the Union) Rules 1976 (as amended in 1987), the Central Government hereby notifies following Sub-ordinate office of the Department of Posts, where more than 80% Officers/Officials have acquired the working knowledge of Hindi:-

**Office of the Superintendent of Post Offices,
Mandsaur Division,
Mandsaur - 458001**

[F. No. E-11017-1/2026-OL]

Dr. PRADEEP KUMAR, Dy. Director General(Training/OL)

नई दिल्ली, 8 जुलाई, 2026

का.आ. 1405.— केन्द्र सरकार, राजभाषा (संघ के शासकीय प्रयोजनों के लिए प्रयोग) नियम 1976 (यथा संशोधित 1987) के नियम 10 के उप नियम (4) के अनुसरण में, डाक विभाग के निम्नलिखित अधीनस्थ कार्यालय, जिसके 80 प्रतिशत से अधिक अधिकारियों/कर्मचारियों ने हिन्दी का कार्यसाधक ज्ञान प्राप्त कर लिया है, को एतद्वारा अधिसूचित करती है:-

कार्यालय निदेशक लेखा (डाक),
छत्तीसगढ़ सर्कल, रायपुर- 492001

[फा. सं. ई-11017-1/2026-रा.भा.]

डॉ. प्रदीप कुमार, उप महानिदेशक(प्रशिक्षण /रा.भा.)

New Delhi, the 8th July, 2026

S.O. 1405.—In Pursuance of sub rule (4) of Rule 10 of the Official Language (use for official Purposes of the Union) Rules 1976 (as amended in 1987), the Central Government hereby notifies following Sub-ordinate office of the Department of Posts, where more than 80% Officers/Officials have acquired the working knowledge of Hindi:-

**Office of the Director of Accounts,
Chhattisgarh Circle, Raipur- 492001**

[F. No. E-11017-1/2026-OL]

Dr. PRADEEP KUMAR, Dy. Director General(Training/OL)

पेट्रोलियम और प्राकृतिक गैस मंत्रालय

नई दिल्ली, 6 जुलाई, 2026

का.आ. 1406.— पेट्रोलियम और खनिज पाइपलाइन (भूमि में उपयोग के अधिकार का अधिग्रहण) अधिनियम 1962 (1962 का 50), (इसके बाद उक्त अधिनियम कहा जाएगा) की धारा 2 के खंड (क) के अनुसरण में, केंद्र सरकार उक्त अधिनियम के अधीन निम्न तालिका के कॉलम (2) में उल्लिखित क्षेत्र के संबंध में कॉलम (3) में उल्लिखित इंडियन ऑयल कॉर्पोरेशन लिमिटेड के प्रचालनरत पेट्रोलियम पाइपलाइन के लिए उक्त अधिनियम के अंतर्गत सक्षम प्राधिकारी के कार्यों के निष्पादन के लिए निम्न तालिका के कॉलम (1) में उल्लिखित व्यक्ति को प्राधिकृत करती है :-

व्यक्ति का नाम और पता	क्षेत्राधिकार का क्षेत्र	पेट्रोलियम पाइपलाइनों का नाम
(1)	(2)	(3)
श्री अभिषेक गुप्ता, मुख्य प्रचालन प्रबंधक, इंडियन ऑयल कॉर्पोरेशन लिमिटेड, पूर्वी क्षेत्रीय पाइपलाइन्स, प्रयागराज	उत्तर प्रदेश राज्य	बरौनी कानपुर पाइपलाइन
		लखनऊ एटीएफ़ पाइपलाइन
		पटना मोतीहारी बैतालपुर पाइपलाइन

इससे पूर्व एस.ओ. संख्या 707 दिनांक 27 जुलाई 2022 के अंतर्गत भारत के राजपत्र में दिनांक 6 अगस्त 2022 को प्रकाशित उत्तर प्रदेश राज्य में इंडियन ऑयल कॉर्पोरेशन लिमिटेड के लिए पहले अधिसूचित सक्षम प्राधिकारी श्री शोभित उपाध्याय, वरिष्ठ प्रचालन प्रबंधक, को डी-नोटिफ़ाइड समझा जाए।

यह अधिसूचना इसके जारी होने की तारीख से प्रभावी होगी।

[फा. सं. आर11025(11)/19/2018-ओआर-1/ई-27024]

हरित कुमार शाक्य, अवर सचिव

MINISTRY OF PETROLEUM AND NATURAL GAS

New Delhi, the 6th July, 2026

S.O. 1406.—In Pursuance of sub-section (a) of Section 2 of the Petroleum and Minerals Pipelines (Acquisition of Right of Users in Land) Act, 1962 (50 of 1962), (hereinafter called the said act), the Central Government hereby authorizes the person mentioned in column (1) of the table given below to perform the functions of the Competent authority under the said Act for IndianOil Corporation Limited in respect of areas mentioned in column (2) for its operational petroleum pipelines laid under the said Act mentioned in Column (3) of the said Table:

Name and Address of the Person	Area of Jurisdiction	Name of Petroleum Pipeline(s)
(1)	(2)	(3)
Shri Abhishek Gupta Chief Operations Manager, Indian Oil Corporation Limited, Eastern Region Pipelines, Prayagraj	Uttar Pradesh State	Barauni Kanpur Pipeline
		Lucknow ATF Pipeline
		Patna Motihari Baitalpur Pipeline

Earlier notified Competent Authority for Indian Oil Corporation Limited in State of Uttar Pradesh, Shri Shobhit Upadhyay, Senior Operations Manager, vide S.O. No. 707 dated 27th July 2022 published in the Gazette of India dated 6th August 2022 stands de-notified.

The Notification will be effective from the date of its issue.

[F. No. R-11025(11)/19/2018-OR-I/E-27024]

HARIT KUMAR SHAKYA, Under Secy.

नई दिल्ली, 6 जुलाई, 2026

का.आ. 1407.— पेट्रोलियम और खनिज पाइपलाइन (भूमि में उपयोग के अधिकार का अधिग्रहण) अधिनियम 1962 (1962 का 50), (इसके बाद उक्त अधिनियम कहा जाएगा) की धारा 2 के खंड (क) के अनुसरण में, केंद्र सरकार उक्त अधिनियम के अधीन निम्न तालिका के कॉलम (2) में उल्लिखित क्षेत्र के संबंध में कॉलम (3) में उल्लिखित इंडियन ऑयल कॉर्पोरेशन लिमिटेड के प्रचालनरत पेट्रोलियम पाइपलाइन के लिए उक्त अधिनियम के अंतर्गत सक्षम प्राधिकारी के कार्यों के निष्पादन के लिए निम्न तालिका के कॉलम (1) में उल्लिखित व्यक्ति को प्राधिकृत करती है :-

व्यक्ति का नाम एवं पता	क्षेत्राधिकार क्षेत्र	पेट्रोलियम पाइपलाइनों का नाम
(1)	(2)	(3)
श्री प्रणव कुमार, वरिष्ठ प्रचालन प्रबंधक, इंडियन ऑयल कॉर्पोरेशन लिमिटेड, दक्षिण पूर्वी क्षेत्र पाइपलाइन्स खुंटी	झारखंड राज्य	पारादीप रायपुर रांची पाइपलाइन

इससे पूर्व एस.ओ. संख्या 1222 दिनांक 28 नवंबर 2022 के अंतर्गत भारत के राजपत्र में दिनांक 3 दिसंबर 2022 को प्रकाशित झारखंड राज्य में इंडियन ऑयल कॉर्पोरेशन लिमिटेड के लिए पहले अधिसूचित सक्षम प्राधिकारी श्री पंकज कुमार सिन्हा, मुख्य परिचालन प्रबंधक, को डी-नोटिफाइड समझा जाए।

यह अधिसूचना इसके जारी होने की तारीख से प्रभावी होगी।

[फा. सं. आर11025(11)/19/2018-ओआर-I/ई-27024]

हरित कुमार शाक्य, अवर सचिव

MINISTRY OF PETROLEUM AND NATURAL GAS

New Delhi, the 6th July, 2026

S.O. 1407.—In Pursuance of sub section (a) of section 2 of the Petroleum and Minerals Pipeline (Acquisition of Right of Users in Land) Act 1962 (50 of 1962), (hereinafter called the said act), the Central Government hereby authorizes the person mentioned in column (1) of the table given below to perform the functions of the Competent authority under the said Act for IndianOil Corporation Limited in respect of areas mentioned in column (2) for its operational petroleum pipelines laid under the said Act mentioned in column (3) of the said Table:

Name & Address of the Person	Area of Jurisdiction	Name of Petroleum Pipelines (s)
(1)	(2)	(3)
Shri Pranav Kumar Senior Operations Manager Indian Oil Corporation Limited South Eastern Region Pipelines Khunti	Jharkhand State	Paradip Raipur Ranchi Pipeline

Earlier notified Competent Authority for Indian Oil Corporation Limited in State of Jharkhand, Shri Pankaj Kumar Sinha, Chief Operations Manager, vide S.O. No. 1222 dated 28th November 2022 published in the Gazette of India dated 3rd December 2022 stands de-notified.

The Notification will be effective from the date of its issue.

[F. No. R-11025(11)/19/2018-OR-I/E-27024]

HARIT KUMAR SHAKYA, Under Secy.

नई दिल्ली, 6 जुलाई, 2026

का.आ. 1408.—पेट्रोलियम और खनिज पाइपलाइन (भूमि में उपयोग के अधिकार का अधिग्रहण) अधिनियम 1962 (1962 का 50), (इसके बाद उक्त अधिनियम कहा जाएगा) की धारा 2 के खंड (क) के अनुसरण में, केंद्र सरकार उक्त अधिनियम के अधीन निम्न तालिका के कॉलम (2) में उल्लिखित क्षेत्र के संबंध में कॉलम (3) में उल्लिखित इंडियन ऑयल कॉर्पोरेशन लिमिटेड के प्रचालनरत पेट्रोलियम पाइपलाइन के लिए उक्त अधिनियम के अंतर्गत सक्षम प्राधिकारी के कार्यों के निष्पादन के लिए निम्न तालिका के कॉलम (1) में उल्लिखित व्यक्ति को प्राधिकृत करती है :-

व्यक्ति का नाम एवं पता	क्षेत्राधिकार क्षेत्र	पेट्रोलियम पाइपलाइनों का नाम
(1)	(2)	(3)
श्री गांडला संतोष कुमार, प्रचालन प्रबंधक, इंडियन ऑयल कॉर्पोरेशन लिमिटेड, दक्षिण पूर्वी क्षेत्र पाइपलाइन्स हैदराबाद	तेलंगाना राज्य	पारादीप हैदराबाद पाइपलाइन

इससे पूर्व एस.ओ. संख्या 708 दिनांक 27 जुलाई 2022 के अंतर्गत भारत के राजपत्र में दिनांक 6 अगस्त 2022 को प्रकाशित तेलंगाना राज्य में इंडियन ऑयल कॉर्पोरेशन लिमिटेड के लिए पहले अधिसूचित सक्षम प्राधिकारी श्री वेंकटराम रामावत, निर्माण प्रबन्धक को डी- नोटिफाइड समझा जाए।

यह अधिसूचना इसके जारी होने की तारीख से प्रभावी होगी।

[फा. सं. आर 11025(11)/19/2018-ओआर-1/ई-27024]

हरित कुमार शाक्य, अवर सचिव

MINISTRY OF PETROLEUM AND NATURAL GAS

New Delhi, the 6th July, 2026

S.O. 1408.— In Pursuance of sub section (a) of section 2 of the Petroleum and Minerals Pipeline (Acquisition of Right of Users in Land) Act 1962 (50 of 1962), (hereinafter called the said act), the Central Government hereby authorizes the person mentioned in column (1) of the table given below to perform the functions of the Competent authority under the said Act for IndianOil Corporation Limited in respect of areas mentioned in column (2) for its operational petroleum pipelines laid under the said Act mentioned in column (3) of the said Table:

Name & Address of the Person	Area of Jurisdiction	Name of Petroleum Pipelines (s)
(1)	(2)	(3)
Shri Gandla Santhosh Kumar Operations Manager Indian Oil Corporation Limited South Eastern Region Pipelines Hyderabad	Telangana State	Paradip Hyderabad Pipeline

Earlier notified Competent Authority for Indian Oil Corporation Limited in State of Telangana, Shri Venkatram Ramavath, Construction Manager, vide S.O. No. 708 dated 27th July 2022 published in the Gazette of India dated 6th August 2022 stands de-notified.

The Notification will be effective from the date of its issue.

[F. No. R-11025(11)/19/2018-OR-I/E-27024]

HARIT KUMAR SHAKYA, Under Secy.

श्रम एवं रोजगार मंत्रालय

नई दिल्ली, 9 जुलाई, 2026

का.आ. 1409.— औद्योगिक विवाद अधिनियम (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार निदेशक, नेशनल इंस्टीट्यूट फॉर द मेंटल हैंडीकैप्ड, सामाजिक न्याय और अधिकारिता मंत्रालय, भारत सरकार, सिकंदराबाद; उप निदेशक, नेशनल इंस्टीट्यूट फॉर द मेंटल हैंडीकैप्ड, सामाजिक न्याय और अधिकारिता मंत्रालय, भारत सरकार, सिकंदराबाद; एस्टेट ऑफिसर, नेशनल इंस्टीट्यूट फॉर द मेंटल हैंडीकैप्ड, सिकंदराबाद; प्रबंध निदेशक, मेघा प्रो फ़ैसिलिटी मैनेजमेंट प्राइवेट लिमिटेड, हैदराबाद के प्रबंधन के संबद्ध नियोजकों और श्रीमती ए. लक्ष्मी कर्मचारी के बीच अनुबंध में निर्दिष्ट केन्द्रीय सरकार औद्योगिक अधिकरण- सह- श्रम न्यायालय, हैदराबाद पंचाट(संदर्भ संख्या-15/2016) को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है।

[सं. एल-42025/07/2026/43-आईआर(डीयू)]

सलोनी, उप निदेशक

MINISTRY OF LABOUR AND EMPLOYMENT

New Delhi, the 9th July, 2026

S.O. 1409.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 15/2016) of the **Central Government Industrial Tribunal cum Labour Court, Hyderabad** as shown in the Annexure, in the Industrial dispute between the employers in relation to **Director, National Institute for the Mental Handicapped, Ministry of Social Justice and Empowerment, Government of India, Secunderabad, Deputy Director, National Institute for the Mental Handicapped, Ministry of Social Justice and Empowerment, Government of India, Secunderabad, The Estate Officer, National Institute for the Mental Handicapped, Secunderabad, Managing Director, Megha Pro Facility Management Private Ltd, Hyderabad and Smt. A. Laxmi, workman.**

[No. L-42025/07/2026/43-IR(DU)]

SALONI, Dy. Director

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

Present: - **Sri Irfan Qamar**

Presiding Officer

Dated the 4th day of February, 2026

INDUSTRIAL DISPUTE L.C.No. 15 of 2016

Between:

Smt. A. Laxmi W/o late A. Raja Mouli,
Aged about 39 years, Occ: Horticulture (Mali),
R/o H.No.9-5-87/1, Anjaiahnagar, Hasmathpet,
Old Bwenpally, Ranga Reddy District-500 009.

.....Petitioner

AND

1. National Institute for the Mental Handicapped,
(A Government of India Undertaking, Autonomous Body),
Rep. by its Director, Ministry of Social Justice and Empowerment,
Government of India, Manovikas Nagar, Secunderabad-500 009.
2. National Institute for the Mental Handicapped,
(A Government of India Undertaking, Autonomous Body),
Rep. by its Deputy Director (Administration),
Ministry of Social Justice and Empowerment,
Government of India, Manovikas Nagar, Secunderabad-500 009.
3. The Estate Officer, National Institute for the Mental Handicapped,
(A Government of India Undertaking, Autonomous Body),
Rep. by its Deputy Director (Administration),
Manovikas Nagar, Secunderabad-500 009.
4. Megha Pro Facility Management Private Ltd.,
Rep. by its Managing Director,
H.No.8-3-318/11/11, Plot No.11, Jayaprakash Nagar,
Yellareddyguda, Hyderabad-500 073.

....Respondent

Appearances:

For the Petitioner : M/s. V. Mallik, Advocates
For the Respondent: M/s. N. Vijendher Reddy, Advocates

AWARD

This petition has been filed by the petitioner, Smt. A. Lakshmi, against the Respondents, 1 to 4 under Section 2(A)(2) of the Industrial Disputes Act, 1947, with the prayer to set aside her termination order dated 8th September 2015 issued by Respondent No. 4. Further, it is prayed to direct the Respondents to reinstate the petitioner into service with continuity of service, with full back wages and all other attendant benefits.

2. As per the claim statement, petitioner has averred that she was working under the control of the 1st Respondent institution since 23rd August 2000, as Mali in the Horticulture Department, and has been discharging her duties without complaint from any corner. Further, it is averred that the Respondents 1, to 3 have been paying salary to the petitioner as per the salary statement. Therefore, there was an employer-employee relationship between the petitioner and Respondents 1 to 3. Respondents have been paying salary to the petitioner through middlemen, until 2011. Thereafter, Respondent has paid salary to Petitioner directly as per salary statement was prepared and signed by Estate officers, which is enclosed herein to substantiate the fact that the employer-employee relationship existed between the petitioner and Respondents 1 to 3 herein since September 2011. Further, the petitioner averred that the Respondents has paid salary directly to the petitioner till the end of May 2015, and again Respondents 1 to 3 have introduced middlemen from June 2015 onwards for the payment of the salaries to the petitioner. The mode of payment of wages is one of the conditions of service mentioned in Schedule IV of the ID Act, and under Section 9-A, it is mandated that no employer who proposes to effect any change in the conditions of service applicable to any workman in respect of any matter specified in the 4th Schedule, shall effect such change without giving to the workman any notice in the prescribed manner of the nature of the change proposed to be effected. Further, it is submitted that this action of the Respondent is in contravention of Section 9-A of the I.D Act and vide and initio in eyes of law.

3. Further, Petitioner submitted that Respondents 1 to 3 have no power to change the service conditions under Section 9-A of the Act, and 4th Respondent has no power to terminate the service of the petitioner vide proceeding dated 8.9.2015, ordering the termination of the service of the petitioner. Therefore, action of Respondent No.4 issuing order of termination dated 8th September 2015 is null and void and liable to be said aside. Further, petitioner submitted that the Respondents 1 to 4 herein are bound to comply with Chapter V- B of the Industrial Disputes Act, in as much as since September 2011 the petitioner is under direct control of Respondents 1 to 3 herein, and Respondents 1 to 4 are bound to follow the procedure prescribed under Chapter V-B of the I.D Act. Further, it is submitted that Respondent has terminated the service of Petitioner without following the procedure as prescribed under of Section 25-B and 25-F of the ID Act. The termination order is not sustainable and contrary to the provision of the ID Act. Therefore, petitioner has prayed to set aside the order dated 08.09.2015 of her termination issued by the Respondent and to direct the Respondent to reinstate petitioner into service with continuity of service with all attendant benefits and full back wages.

4. Notices were issued to Respondents. In response to the notice, Respondents 1 to 3 have filed counter. Despite service of notice Respondent 4 did not file any counter and case was set ex-parte against Respondent No. 4 by order dated 24th August 2017. Further, Respondent No. 1 to 3 did not appear on the date of hearing. Hence, case was proceeded ex-parte against Respondents 1 to 3 vide order dated 19.12.2019. Therefore, hearing of this case has been proceeded ex-parte and being decided after conclusion of hearing.

5. In support of averment of claim statement petitioner has filed chief statement affidavit and therein, Petitioner has deposed that she was working as a casual labour under the control of the first Respondent institution since 23rd August 2000 as a mali in the Horticulture department and was discharging her duties without any complaint from any corner. Further, petitioner deposed that, since 2011 onward, her salary has been paid directly by Respondents 1 to 3, and salary statement was prepared and signed by the Estate officer that is enclose herein to substantiate the fact that an employer-employee relationship existed between the petitioner and Respondents 1 to 3 since September 2011. Further, deponent state that Respondent has paid the salary to the Petitioner directly till end of May 2015 and thereafter introduced the middleman from June 2015 onward. Deponent states that Respondent, without complying with the mandatory condition of issuing a notice for change in the condition of service under section 9-A of the I.D Act, has introduced the middleman and the action of the Respondent is illegal. Further, deponent states that Respondent has terminated her service in gross violation of the provision contained under chapter V of the I.D Act, as enshrined within the meaning of sections 25-B and 25-F of the I.D Act.

6. Further, petitioner has also exhibited documents in her testimony in support of her averment made in claim statement. These documents are Ex. W1 is the salary statement of the petitioner issued by the 3rd Respondent. Ex. W2 is the conciliation proceedings of the Assistant Labor Commissioner, Hyderabad. Ex. W3, the RTI application dated 13-03-2015. Ex. W4, the RTI information furnished by the second Respondent. Ex. W5 is the termination order and Ex. W6 is the letter of the petitioner union to RLC(C) dated 09.09.2015.

7. On going oral and documentary evidence produced by the petitioner in support of her claim document. Ex. W1/1 to Ex. W1/22 is the salary statements of the petitioner, which goes to reveal that petitioner Smt. A. Lakshmi had worked with the Respondent No. 1 to 3 continuously from September 2011 on casual basis up to the date of her termination and she has been paid wages as per number of working days month wise by the Respondent No. 1 to 3 Estate Officer. The termination order dated 8.9.2015 Ex. W5 that goes to show that the Respondent No. 4 had issued the termination order, dated 8.9.2015 of the petitioner A. Lakshmi. Therein, it is mentioned that Respondent No.4 have received the letter from N.I.M.H for reducing the Horticulture labor, hence forth the services of the addressee is not required from the date mentioned therein. Thus, from the perusal of document, Ex. W5 it is established that Petitioner had worked with the Respondent No. 1 to 3 as a Horticulture labour from September 2011 to 8.09.2015 and her services has been terminated vide letter dated 8.9.2015. Thus, it is clearly established that the petitioner had worked with the Respondent No. 1 to 3 as a casual labour continuously since September 2011 up to the date of termination i.e 08.09.2015 and she has been paid wages by Respondent No.1 to 3.

Section 25F of the I.D Act, provides condition precedent for retrenchment of the workman. The provision is extracted as here under: -

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

- (a) The workman has been given one month's notice in writing indicating the reasons for retrenchment and the period of notice has expired, or the workman has been paid in lieu of such notice, wages for the period of the notice:*
- (b) The workman has been paid, at the time of retrenchment, compensation which shall be equivalent to fifteen days' average pay {for every completed year of continuous service} or any part thereof in excess of six months: and*
- (c) Notice in the prescribed manner is served on the appropriate government {or such authority as may be specified by the appropriate government by notification in the official Gazette.”*

8. Thus, as per provision contained under section 25-F of I.D Act, before termination of Petitioner from service Respondent has not given one month notice to the Petitioner in writing indicating reasons for retrenchment or workman has not been paid in lieu of such notice wages for the period of notice. Further, Respondent has not paid compensation to the workman as per provision of the section 25F of Act.

Therefore, the action of Respondent in terminating the services of workman Petitioner is in contravention of provision of section 25-F of I.D Act, and same is liable to be set aside.

9. Thus, ongoing oral and documentary evidence produced by Petitioner it is established that Petitioner workman had worked with the Respondent No. 1 to 3 from September 2011 to 08.09.2015 continuously and Petitioner has been terminated in contravention of provision of Section 25-F of I.D Act. Further it is established that Respondent No. 1 to 3 has changed the condition of services of Petitioner without complying the provision of section 9-A of the I.D Act. The oral and documentary evidence adduced by the Petitioner remains uncontroverted and unchallenged and there is no reason to disbelieve the evidence of the petitioner. Therefore, the evidence of the petitioner is liable to be accepted and it is proved that termination order dated 08.09.2015 of the Petitioner from service is illegal and that is liable to be set aside.

AWARD

The claim of the petitioner is allowed. The termination order dated 08.09.2015 of the petitioner A. Laxmi from service issued by the Respondent is hereby set aside. Respondent No. 1 to 3 is directed to reinstate the petitioner into service, with continuity and all attendant benefits within in one-month from date of publication of order. Respondent No. 1 to 3 are also directed to pay the half back wages, to the petitioner from the date of her termination till the reinstatement of Petitioner.

Award is passed accordingly. Transmit.

Dictated to Smt. P. Phani Gowri transcribed by her, corrected and signed by me on this the 4th day of February 2026.

IRFAN QAMAR, Presiding Officer

Appendix of evidence

Witnesses examined for the
Petitioner
WW1: Smt. A. Laxmi

Witnesses examined for the
Respondent
MW1: NIL

Documents marked for the Petitioner

Ex.W1/1 to Ex. W/1/22 : Photostat copy of salary statement of Petitioner evidence issued by 3rd Respondent.
Ex.W2 : Photostat copy of conciliation of the ALC(C), Hyderabad dt: 10.11.201.
Ex.W3 : Photostat copy of RTI application dt:12.03.2015
Ex.W4 : Photostat copy of RTI information furnished by the 2nd Respondent Dt:22.05.2015.
Ex.W5 : Photostat copy of Original termination order.
Ex.W6 : Photostat copy of representation of Petitioner evidence union to The RLC(C) dt: 09.09.2015.

Documents marked for the Respondent

NIL

नई दिल्ली, 9 जुलाई, 2026

का.आ. 1410.—औद्योगिक विवाद अधिनियम (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार, मुख्य महाप्रबंधक एनटीपीसी लिमिटेड, सिम्हाद्री सुपर थर्मल पावर प्रोजेक्ट, विशाखापत्तनम, आंध्र प्रदेश के प्रबंधन के संबद्ध नियोजकों और श्री बीला सन्यासी नायडू और 4 अन्य, कर्मचारी के बीच अनुबंध में निर्दिष्ट केन्द्रीय सरकार औद्योगिक अधिकरण- सह- श्रम न्यायालय, हैदराबाद पंचाट(संदर्भ संख्या-52/2025) को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है।

[सं. एल-42025/07/2026/44-आईआर(डीयू)]

सलोनी, उप निदेशक

New Delhi, the 9th July, 2026

S.O. 1410.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 52/2025) of the **Central Government Industrial Tribunal cum Labour Court, Hyderabad** as shown in the Annexure, in the Industrial dispute between the employers in relation to **The Chief General Manager, NTPC Ltd, Simhadri Super Thermal Power Project Visakhapatnam, Andhra Pradesh and Sri Beela Sanyasi Naidu and 4 others, workman.**

[No. L-42025/07/2026/44-IR(DU)]

SALONI, Dy. Director

ANNEXURE

IN THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL CUM LABOUR COURT AT HYDERABAD

Present: - **Sri IRFAN QAMAR**

Presiding Officer

Dated the 5th day of February, 2026

INDUSTRIAL DISPUTE No. 52/2025

Between:

Sri Beela Sanyasi Naidu and 4 others,

C/o C & M Stores Department,

NTPC Simhadri, Parawada,

Visakhapatnam

.....Petitioner

AND

The Chief General Manager

NTPC Ltd, Simhadri Super Thermal Power Project

NTPC Simhadri, Parawada, Visakhapatnam

Andhra Pradesh-531020

... Respondents

Appearances:

For the Petitioner : M/s N. Venkateswara Rao, Advocate

For the Respondent(s): M/s C. Niranjan Rao, Advocate

AWARD

The Government of India, Ministry of Labour by its order No.8/4/2025-B1 dated 29-01-2025 referred the following dispute under section 10(1)(d) of the I.D. Act, 1947 for adjudication to this Tribunal between the management of M/s NTPC Limited and their workmen. The reference is,

SCHEDULE

“Whether the demand for regularization of service in respect of S/Sri Beela Sanyasi Naidu, Rajan Appalanaidu, A. Sai Sudarsana Rao, Nemala Siva Kumar and Pedapati Siva Kumar working as date Entry Operator at par with the permanent employees of NTPC Limited Simhadri engaged through erstwhile M/s Utility Projects Limited (A Joint Venture of NTPC Ltd.) working in the establishment of NTPC Limited, Simhadri, Dist. Anakapalli is justified? If not, what relief the concerned workmen are entitled to?”

The reference is numbered in this Tribunal as I.D. No. 52/2025 and notices were issued to the parties concerned.

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

Award is passed accordingly. Transmit.

Typed to my dictation by Shri Vinay Panghal, Lower Division Clerk, corrected by me on this the 5th day of February, 2026

IRFAN QAMAR, Presiding Officer

Appendix of evidence

Witnesses examined for the

Witnesses examined for the

Petitioner

Respondent

NIL

NIL

Documents marked for the Petitioner

NIL

Documents marked for the Respondent

NIL

नई दिल्ली, 9 जुलाई, 2026

का.आ. 1411.—औद्योगिक विवाद अधिनियम (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार, जनरल मैनेजर, टेलीकॉम डिस्ट्रिक्ट, बीएसएनएल, एलुरु, आंध्र प्रदेश और के प्रबंधन के संबंधित नियोजकों और डिस्ट्रिक्ट सेक्रेटरी, नेशनल यूनियन ऑफ़ बीएसएनएल वर्कर्स (एफएनटीओ), आंध्र प्रदेश, कर्मचारी के बीच औद्योगिक विवाद के बीच अनुबंध में निर्दिष्ट केन्द्रीय सरकार औद्योगिक अधिकरण- सह- श्रम न्यायालय, हैदराबाद पंचाट(संदर्भ संख्या-14/2014) को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है।

[सं. एल-40011/76/2013-आईआर(डीयू)]

सलोनी, उप निदेशक

New Delhi, the 9th July, 2026

S.O. 1411.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. **14/2014**) of the **Central Government Industrial Tribunal cum Labour Court, Hyderabad** as shown in the Annexure, in the Industrial dispute between the employers in relation to **The General Manager, Telecom District., BSNL, Eluru, Andhra Pradesh** and **The District Secretary, National Union of BSNL Workers (FNT0), Andhra Pradesh, workman.**

[No. L-40011/76/2013-IR(DU)]

SALONI, Dy. Director

ANNEXURE

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

Present: **Sri IRFAN QAMAR**
Presiding Officer

Dated the 12th day of November 2025

INDUSTRIAL DISPUTE No. 14 of 2014

Between:

The District Secretary,
National Union of BSNL Workers (FNT0),
West Godavari District Branch,
ELURU, A.P. The District Secretary,

..... Petitioner

AND

The General Manager,
Telecom District., BSNL,
Eluru, West Godavari District.,
ELURU, A.P.

.... Respondent

Appearances:

For the Petitioner : Sri WILLIAM BHURRA , Advocate

For the Respondent: Sri K. Ajay Kumar, Advocate

AWARD

The Government of India, Ministry of Labour by its order No. L-40011/76/2013 (IRDU) dated 22nd January 2014 referred the following dispute under section 10(1)(d) of the I.D. Act, 1947 requiring this forum to decide the question.

SCHEDULE

1. "Whether the demands of workmen of BSNL, Eluru is legal and justified. If not, what other relief the workmen are entitled to?"

2. After receipt of the reference, it was numbered as ID number 14 of 2014, and notices were issued to both the workmen and the management and that got served.

3. The Petitioner union has filed claim statement with the prayer that the respondent management be directed to promote TH.M.L. Narayana, STS, (O) Eluru as per the rule. In the claim statement Petitioner has alleged that the workman, T.H.M.L. Narayana, STS, (O) is an employee working at Eluru under the Respondent management, and Respondent management is under obligation to upgrade the Confidential Reports of the T.H.M.L. Narayana, STS,(O) Eluru, and same to be communicated to the employees concerned to improve his performance. But Respondent management has not communicated the entry of ACR to every employee in compliance of the judgement of the Apex Court in the case of Devdutt Vs Union of India. The non-communication of entry in the ACR of employees is arbitrary and as such violative of Article 14 of the Constitution of India, and also depriving the applicant from making a representation against it, which has, in turn, affected the chances of the applicant being promoted.

Further, Petitioner has averred that in the year 2011, police has arrested T.Ms Viz., Sri B. Ram Mohan Rao, M. Appa Rao, M. Surya Rao, T. Durga Rao, Md. Rehman Sharif, K.S. Srinivas Rao, D. Venkat Rao, and Satya Prasad, as they were indulge in playing cards while on duty. After the arrested they were produced before the court for their criminal activities. All of the workman accused conferred before the court and they were imposed a fine of ₹ 200 each, and all of them paid the fine. Further, it is alleged that when the said matter came into the knowledge of the respondent management, a show cause notice was issued to all the workmen, calling for explanation and after submitting their explanations, they were transferred to different rural telephone exchanges, as shown in the single transfer order dated 17th August 2011, as a punishment. Further, it is alleged that one of the workmen, Shri K. S. Srinivas Rao, who is a member of Recognized Union BSNL ENIS, was brought back to an urban telephone exchange, while others were not brought back, as they belong to an unrecognized union. Further, it is alleged that the action of Respondent management in transferring the workmen to rural telephone exchanges as a punishment is illegal, in operative, and against the provision of law. The action of the Respondent management in considering the transfer of K. S. Srinivas Rao, TM, to an urban telephone exchange, being a member of a recognized union, is also illegal and untenable, as such is a biased attitude on the part of the Respondent management. Therefore, prayed to set aside the order of transfer of the remaining seven workmen to urban telephone exchanges in the interest of justice.

Further, Petitioner has alleged that the respondent management is showing undue favor to the recognized union, flouting their own instructions issued from time to time. The Respondent management at Eluru had issued a circular dated 19th March 2008 to all the unions functioning in their organization, advising them not to conduct agitational programs within the premises of the office of the General Manager Telecom District, West Godavari, Eluru, followed by a reminder circular dated 29 November 2012. In spite of these instructions, the recognized union continues to conduct agitational programs within the office premises. The half of the unrecognized unions brought this fact to the notice of the respondent management for taking instant action against the said recognized union, but the Respondent management was lukewarm to such an appeal. Therefore, Petitioner prayed that the management may be suitably punished for its partisan attitude shown to the unrecognized union in the interest of justice.

4. Per contra, the Respondent has filed counter, and therein has denied all the material allegations made in the claim statement, except that are admitted here, and contended that petitioner is put to strict proof of the same. Further, Respondent contended that the ACRS of Shri TH. M. L. Narayana, STS, SO, Eluru, has been upgraded, and the official has been granted his first any PP on 1st October 2004, and second any PP on 1st October 2011, and the grievances of the said employee were settled on 20th May 2015. Further, Respondent contended that Respondent denies the allegation of the claim statement regarding the change of transfer of Shri K. Srinivas Rao, TM, in favor of BSNL EU, as it is not true and correct. It is submitted that a vacancy existed to the place, i.e., Anantapalli, where Shri K. S. Srinivas Rao, TM, requested a change of posting and transfer order was modified, as there was no vacancy available at that point time at the place Tadikalapudi and Aadamalli, as required by Shri T. Durga Rao, TM, Eluru and his request could not be considered to the said places. Respondent denied each of the material allegations made by the petitioner in claim statement in this regard. Further, it is contended that the Respondent department has circulated the office letter dated 29th-11- 2012 to all unions associations to prohibit any kind of holding of meetings or dharnas inside the office premises. The Respondent has specifically denied the allegation of favoritism to the recognized union against the rule, and each of such material allegations made by the petitioner.

On the basis of pleadings of both the parties, the following issues arise for determination: -

1. Whether the demand of the workman of BSNL Eluru is legal and justified?
2. To what other relief if any workmen are entitled?

Findings:-**Issue No.I: -**

As per claim statement petitioner has alleged that, due to non-upgradation of confidential report of T. H. M. L. Narayana, HS, TS, he could not be promoted, whereas respondent management is under obligation to upgrade the confidential reports of workman. In support of this allegation, petitioner has filed the chief evidence affidavit of witness WW1 K. S. R. Murthy. Where in witness has reiterated the averment of claim statement. But, despite sufficient opportunity, this witness WW1 did not turn up for cross-examination. Therefore, the opportunity to produce the evidence was closed by the court vide order of 8th February 2023. As per law evidence for the want of cross-examination, the evidence of WW1 cannot be read in evidence. Petitioner did not adduce any other evidence to substantiate the allegation of claim statement. However, the Respondent, has contended that the ACR of Sri T. H. M. L. Narayana, S. T. S. (O) Eluru, has been upgraded, and he has been granted the first N E P P and second N E P P, and the grievance of the employee was settled on 20th May 2015. In support of this contention, the Respondent has also filed the copy of order dated 20th May 2015, issued by S. D. E. H. R., whereby the ACR of T. H. M. L. Narayana has been upgraded, and workman has been granted the first N E P P on 1st October 2004, and the second N E P P on 1st October 2011, and the case of the workman has been closed. Therefore, the grievances of the workman have been met out vide order dated 20th May 2015, by the Respondent.

Regarding rest of allegation of the petitioner, that the workman, who had been transferred as a punishment, their transfer orders are illegal, against the law. In this context, Petitioner has failed to prove any evidence on record to prove that the transfer orders, issued by the Respondent of these workman, vide order dated 17th August 2011, was motivated by personal bias, grudge, or improper motive. Further, the petitioner workman failed to prove that the transfer order dated 17th August 2011 has been issued in violation of certified standing orders or employment contract, or that it result in a change of service condition. Thus, petitioner has failed to discharge its burden of proof by adducing any positive evidence in this regard. Therefore, the allegation of the petitioner that their transfer was illegal is not tenable. Further, as regards the allegation of partial attitude towards the unrecognized union by the Respondent management, the petitioner failed to bring any cogent and reliable evidence on record so as to establish the plea partisan attitude toward Petitioner union being unrecognized as made in the claim statement. Therefore, in view of the foregoing discussion, I am of the considered opinion that the demand of the workman of BSNL Eluru is not legal and justified.

The issue is decided against Petitioner.

Issue No.II:-

In view of the discussion and finding given at Issue No. I petitioner workman is not entitled to any relief and Petition is liable to be dismissed.

AWARD

In view of the finding on Issue No. I and II the demand of the workman of BSNL Eluru is not legal and justified. The claim statement filed by the petitioner is devoid of merit stands dismissed. The reference is answered accordingly.

Transmit as per provision of ID Act.

Dictated to Smt. P. Phani Gowri Personal Assistant, transcribed by her, corrected and signed by me on this the 11th of November, 2025.

IRFAN QAMAR, Presiding Officer

Appendix of evidence

Witnesses examined for the
Petitioner
NIL

Witnesses examined for the
Respondent
NIL

Documents marked for the Petitioner

NIL

Documents marked for the Respondent

NIL

नई दिल्ली, 9 जुलाई, 2026

का.आ. 1412.—औद्योगिक विवाद अधिनियम (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार, उप-निदेशक, दूरदर्शन केंद्र, हैदराबाद (तेलंगाना) के प्रबंधन के संबद्ध नियोजकों और श्री वी. चंद्रशेखर, कर्मचारी के बीच औद्योगिक विवाद अनुबंध में निर्दिष्ट केन्द्रीय सरकार औद्योगिक अधिकरण- सह- श्रम न्यायालय, हैदराबाद पंचाट (संदर्भ संख्या-151/2025) को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है।

[सं. एल-42025/07/2026/45-आईआर(डीयू)]

सलोनी, उप निदेशक

New Delhi, the 9th July, 2026

S.O. 1412.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 151/2025) of the **Central Government Industrial Tribunal cum Labour Court, Hyderabad** as shown in the Annexure, in the Industrial dispute between the employers in relation to **The Dy. Director, Doordarshan Kendra, Ramanthapur, Hyderabad Telangana** and **Sri V Chandra sekhar**, workman.

[No. L-42025/07/2026/45-IR(DU)]

SALONI, Dy. Director

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

Present: - **Sri IRFAN QAMAR**

Presiding Officer

Dated the 5th day of February, 2026

INDUSTRIAL DISPUTE No. 151/2025

Between:

Sri V Chandra sekhar,

R/o 1-2-20/3, Ravulacheruvu, VTC, Amalapuram,

Dr. B. R. Ambedkar Konaseema,

Andhra Pradesh-533201

8074689307

.....Petitioner

AND

The Dy. Director (E), Doordarshan Kendra,

Ramanthapur, Hyderabad

Telangana-533201

...Respondents

Appearances:

For the Petitioner : None

For the Respondent: M/s Ravinder Viswanath, Advocate

AWARD

The Government of India, Ministry of Labour by its Order no. 8/13/2025-B1 dated 01.05.2025 referred the following dispute under section 10(1)(d) of the I.D. Act, 1947 for adjudication to this Tribunal between the management of M/s Doordarshan Kendra and their workmen. The reference is,

SCHEDULE

“Whether the submission of M/s Doordarshan kendra, Hyderabad in no-regularization of service of sri v. Chandra sekhar is justified? If not what relief Sri V. Chandra Sekhar is entitled to?”

The reference is numbered in this Tribunal as I.D. No 151/2025 and notices were issued to the parties concerned.

- 2 Case is fixed for filing claim statement and documents. Despite sufficient opportunity petitioner did not filed any claim statement. It seems petitioner do not want to prosecute his case. Hence a ‘Nil Award’ is passed.

Award is passed accordingly. Transmit.

Typed to my dictation by Shri Vinay Panghal, LDC corrected and signed by me on this the 5th Day of February, 2026.

IRFAN QAMAR, Presiding Officer

Appendix of evidence

Witnesses examined for the

Petitioner

NIL

Witnesses examined for the

Respondent

NIL

Documents marked for the Petitioner

NIL

Documents marked for the Respondent

NIL

नई दिल्ली, 9 जुलाई, 2026

का.आ. 1413.—औद्योगिक विवाद अधिनियम (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार, जनरल मैनेजर टेलीकॉम, बीएसएनएल, श्रीकाकुलम, आंध्र प्रदेश के प्रबंधन के संबद्ध नियोजकों और ज़िला सचिव, भारतीय टेलीकॉम एम्प्लॉईज़ यूनियन के कर्मचारियों के बीच औद्योगिक विवाद के बीच अनुबंध में निर्दिष्ट केन्द्रीय सरकार औद्योगिक अधिकरण- सह- श्रम न्यायालय, हैदराबाद पंचाट(संदर्भ संख्या-136/2025) को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है।

[सं. एल-42025/07/2026/47-आईआर(डीयू)]

सलोनी, उप निदेशक

New Delhi, the 9th July, 2026

S.O. 1413.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 136/2025) of the **Central Government Industrial Tribunal cum Labour Court, Hyderabad** as shown in the Annexure, in the Industrial dispute between the employers in relation to **The General Manager Telecom, BSNL, Srikakulam** and **The District Secretary Bharatiya Telecom Employees Union, Srikakulam, Andhra Pradesh.**

[No. L-42025/07/2026/47-IR(DU)]

SALONI, Dy. Director

ANNEXURE

IN THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL CUM LABOUR COURT AT HYDERABAD

Present: - **Sri IRFAN QAMAR**

Presiding Officer

Dated the 05th day of February, 2026

INDUSTRIAL DISPUTE No. 136/2025

Between:

The District Secretary

Bharatiya Telecom Employees

Union (BSNL) (Affiliation to BMS)

Plot No. 17, Visakha B Colony, Seetanagar

Srikakulam, Andhra Pradesh-532001

.....Petitioner

AND

The General Manager Telecom,

BSNL 2nd Floor, Sanchar Bhavan,

Srikakulam-532001

...Respondents

Appearances:

For the Petitioner : None

For the Respondent: None

AWARD

The Government of India, Ministry of Labour by its Order no. 6/1/2025-B1 dated 10.02.2025 referred the following dispute under section 10(1)(d) of the I.D. Act, 1947 for adjudication to this Tribunal between the management of BSNL and their workmen. The reference is,

SCHEDULE

“Whether the transfer orders issued in respect of Sri Malico Narasimhulu, JE, Vizianagaram OA and District President of BTEU, Srikakulam and Sri C.H.V. Satyanarayana, JE by the management of BSNL, GM Telecom, Srikakulam is justified? If not, what relief the concerned workmen are entitled to?”

The reference is numbered in this Tribunal as I.D. No 136/2025 and notices were issued to the parties concerned.

2. Case is fixed for filing claim statement and documents. Despite sufficient opportunity petitioner didn't filed any claim statement and documents.. It seems petitioner do not want to prosecute his case. Hence a 'Nil Award' is passed. Transmit.

Typed to my dictation by Shri Vinay Panghal, LDC corrected and signed by me on this the 5th day of February, 2026.

IRFAN QAMAR, Presiding Officer

Appendix of evidence

Witnesses examined for the

Witnesses examined for the

Petitioner

Respondent

NIL

NIL

Documents marked for the Petitioner

NIL

Documents marked for the Respondent

NIL

नई दिल्ली, 9 जुलाई, 2026

का.आ. 1414.—औद्योगिक विवाद अधिनियम (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार, जनरल मैनेजर, M/s भारत हेवी इलेक्ट्रिकल्स लिमिटेड, रामचंद्रपुरम, हैदराबाद के प्रबंधतंत्र के संबद्ध नियोजकों और जनरल सेक्रेटरी, बीएचईएल एम्प्लॉइज ट्रेड यूनियन कांग्रेस, हैदराबाद, कर्मचारी के बीच अनुबंध में निर्दिष्ट केन्द्रीय सरकार औद्योगिक अधिकरण- सह- श्रम न्यायालय, हैदराबाद पंचाट (संदर्भ संख्या-71/2015) को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है।

[सं. एल-42011/87/2015-आईआर(डीयू)]

सलोनी, उप निदेशक

New Delhi, the 9th July, 2026

S.O. 1414.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No.71/2015) of the **Central Government Industrial Tribunal cum Labour Court, Hyderabad** as shown in the Annexure, in the Industrial dispute between the employers in relation to **The General Manager, M/s Bharat Heave Electrical Limited, Ramachandrapuram, Hyderabad** and **The General Secretary, BHEL Employees Trade Union Congress, Hyderabad**, workman.

[No. L-42011/87/2015-IR(DU)]

SALONI, Dy. Director

ANNEXURE

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

Present: - **Sri IRFAN QAMAR**

Presiding Officer

Dated the 5th Day February, 2026

INDUSTRIAL DISPUTE No. 71/2015

Between:

The General Secretary,
BHEL Employees Trade Union Congress,
Regd No. A-1018, MIG-510, BHEL,
RC Puram, Hyderabad-502032.

.....Petitioner

AND

The General Manager,
M/s Bharat Heave Electrical Limited,
Ramachandrapuram,
Hyderabad-502032.

... Respondents

Appearances:

For the Petitioner : M/s M. Niclos, Advocate

For the Respondent(s): M/s B. Kiran Kumar, Advocate

AWARD

The Government of India, Ministry of Labour by its order No.L-42011/87/2015 (IR(DU)) dated 06-08-2015 referred the following dispute under section 10(1)(d) of the I.D. Act, 1947 for adjudication to this Tribunal between the management of M/s Bharat Heave Electrical Limited, and their workmen. The reference is,

SCHEDULE

“Whether the action of management of M/s Bharat Heave Electrical Limited, Ramachandrapuram, Hyderabad in imposing the penalty of reduction to Artisan, Grade-IV (Welder) from Artisan Grade-II (Welder) is legal and justified? If not, to what relief the workman is entitled to?

The reference is numbered in this Tribunal as I.D. No. 71/2015 and notices were issued to the parties concerned.

2. Petitioner absent on the date fixed for 11-A arguments. No arguments filed by petitioner. It seems petitioner do not want to prosecute his case. Hence a ‘Nil Award’ is passed.

Award is passed accordingly. Transmit.

Typed to my dictation by Shri Vinay Panghal, Lower Division Clerk, corrected by me on this the 5th Day February, 2026.

IRFAN QAMAR, Presiding Officer

Appendix of evidence

Witnesses examined for the
Petitioner
NIL

Witnesses examined for the
Respondent
NIL

Documents marked for the Petitioner

NIL

Documents marked for the Respondent

NIL

नई दिल्ली, 9 जुलाई, 2026

का.आ. 1415.—औद्योगिक विवाद अधिनियम (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार उप निदेशक, नेशनल इंस्टीट्यूट फॉर द मेंटल हैंडीकैप्ड, सामाजिक न्याय और अधिकारिता मंत्रालय, भारत सरकार, सिकंदराबाद; एस्टेट अधिकारी, नेशनल इंस्टीट्यूट फॉर द मेंटल हैंडीकैप्ड, सिकंदराबाद; प्रबंध निदेशक, मेघा प्रो फैसिलिटी मैनेजमेंट प्राइवेट लिमिटेड, हैदराबाद के प्रबंधन के संबद्ध नियोजकों और श्रीमती चिंतापाटला नागरानी, कर्मचारी के बीच अनुबंध में निर्दिष्ट केन्द्रीय सरकार औद्योगिक अधिकरण- सह- श्रम न्यायालय, हैदराबाद पंचाट(संदर्भ संख्या- **19/2016**) को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है।

[सं. एल-42025/07/2026/37-आईआर(डीयू)]

सलोनी, उप निदेशक

New Delhi, the 9th July, 2026

S.O. 1415.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. **19/2016**) of the **Central Government Industrial Tribunal cum Labour Court, Hyderabad** as shown in the Annexure, in the Industrial dispute between the employers in relation to **Deputy Director, National Institute for the Mental Handicapped, Ministry of Social Justice and Empowerment, Government of India, Secunderabad, The Estate Officer, National Institute for the Mental Handicapped, Secunderabad, Managing Director, Megha Pro Facility Management Private Ltd., Hyderabad** and **Smt. Chintapatla Nagarani**, workman.

[No. L-42025/07/2026/37-IR(DU)]

SALONI, Dy. Director

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

Present: - **Sri Irfan Qamar**

Presiding Officer

Dated the 4th day of February, 2026

INDUSTRIAL DISPUTE L.C.No. 19 of 2016

Between:

Smt. Chintapatla Nagarani,

W/o Ch. Mahender,

R/o H.No.-5-227, Chanda Banda Raju Colony,

Balnagar, Ranga Reddy.

.....Petitioner

AND

1. National Institute for the Mental handicapped,
(A Government of India Undertaking, Autonomous Body),
Rep. by its Deputy Director (Administration),
Ministry of Social Justice and Empowerment,
Government of India, Manovikas Nagar, Secunderabad-500 009.
 2. The Estate Officer, National Institute for the Mental Handicapped,
(A Government of India Undertaking, Autonomous Body),
Rep. by its Deputy Director (Administration),
Manovikas Nagar, Secunderabad-500 009.
 3. Megha Pro Facility Management Private Ltd.,
Rep. by its Managing Director,
H.No.8-3-318/11/11, Plot No.11, Jayaprakash Nagar,
Yellareddyguda, Hyderabad-500 073.
- Respondents

Appearances:

For the Petitioner : M/s. V. Mallik, Advocates

For the Respondent: M/s. N. Vijendher Reddy, Advocates

AWARD

This petition has been filed by the petitioner, Smt.Ch. Nagarani, against the Respondents, 1 to 4 under Section 2(A)(2) of the Industrial Disputes Act, 1947, with the prayer to set aside her termination order dated 31.08.2015 issued by Respondent No. 4. Further, it is prayed to direct the Respondents to reinstate the petitioner into service with continuity of service, with full back wages and all other attendant benefits.

2. As per the claim statement, petitioner has averred that she was working under the control of the 1st Respondent institution since 2.05.2011, as Sweeper in housekeeping in the Horticulture Department, and has been discharging her duties without complaint from any corner. Further, it is averred that the Respondents 1, to 3 have been paying salary to the petitioner as per the salary statement. Therefore, there was an employer-employee relationship between the petitioner and Respondents 1 to 3. Respondents have been paying salary to the petitioner through middlemen, until 2011. Thereafter, Respondent has paid salary to Petitioner directly as per salary statement was prepared and signed by Estate officers, which is enclosed herein to substantiate the fact that the employer-employee relationship existed between the petitioner and Respondents 1 to 3 herein since September 2011. Further, the petitioner averred that the Respondents has paid salary directly to the petitioner till the end of May 2015, and again Respondents 1 to 3 have introduced middlemen from June 2015 onwards for the payment of the salaries to the petitioner. The mode of payment of wages is one of the conditions of service mentioned in Schedule IV of the ID Act, and under Section 9-A, it is mandated that no employer who proposes to effect any change in the conditions of service applicable to any workman in respect of any matter specified in the 4th Schedule, shall effect such change without giving to the workman any notice in the prescribed manner of the nature of the change proposed to be effected. Further, it is submitted that this action of the Respondent is in contravention of Section 9-A of the I.D Act and vide and initio in eyes of law.

3. Further, Petitioner submitted that Respondents 1 to 3 have no power to change the service conditions under Section 9-A of the Act, and 4th Respondent has no power to terminate the service of the petitioner vide proceeding dated 31.08.2015, ordering the termination of the service of the petitioner. Therefore, action of Respondent No.4 issuing order of termination dated 31.08.2015 is null and void and liable to be said aside. Further, petitioner submitted that the Respondents 1 to 4 herein are bound to comply with Chapter V- B of the Industrial Disputes Act, in as much as since September 2011 the petitioner is under direct control of Respondents 1 to 3 herein, and Respondents 1 to 4 are bound to follow the procedure prescribed under Chapter V-B of the I.D Act. Further, it is submitted that Respondent has terminated the service of Petitioner without following the procedure as prescribed under of Section 25-B and 25-F of the ID Act. The termination order is not sustainable and contrary to the provision of the ID Act. Therefore, petitioner has prayed to set aside the order dated 31.08.2015 of her termination issued by the Respondent and to direct the Respondent to reinstate petitioner into service with continuity of service with all attendant benefits and full back wages.

4. Notices were issued to Respondents. In response to the notice, Respondents 1 to 3 have filed counter. Despite service of notice Respondent 4 did not file any counter and case was set ex-parte against Respondent No. 4 by order dated 24th August 2017. Further, Respondent No. 1 to 3 did not appear on the date of hearing. Hence, case was proceeded ex-parte against Respondents 1 to 3 vide order dated 19.12.2019. Therefore, hearing of this case has been proceeded ex-parte and being decided after conclusion of hearing.

5. In support of averment of claim statement petitioner has filed chief statement affidavit and therein, Petitioner has deposed that she was working as a casual labour under the control of the first Respondent institution since 23rd August 2000 as Sweeper in housekeeping in the Horticulture department and was discharging her duties without any complaint from any corner. Further, petitioner deposed that, since 2011 onward, her salary has been paid directly by Respondents 1 to 3, and salary statement was prepared and signed by the Estate officer that is enclose herein to substantiate the fact that an employer-employee relationship existed between the petitioner and Respondents 1 to 3 since September 2011. Further,

deponent state that Respondent has paid the salary to the Petitioner directly till end of May 2015 and thereafter introduced the middleman from June 2015 onward. Deponent states that Respondent, without complying with the mandatory condition of issuing a notice for change in the condition of service under section 9-A of the I.D Act, has introduced the middleman and the action of the Respondent is illegal. Further, deponent states that Respondent has terminated her service in gross violation of the provision contained under chapter V of the I.D Act, as enshrined within the meaning of sections 25-B and 25-F of the I.D Act.

6. Further, petitioner has also exhibited documents in her testimony in support of her averment made in claim statement. These documents are Ex. W1 is the salary statement of the petitioner issued by the 3rd Respondent. Ex. W2 is the conciliation proceedings of the Assistant Labor Commissioner, Hyderabad. Ex. W3, the RTI application dated 13-03-2015. Ex. W4, the RTI information furnished by the second Respondent. Ex. W5 is the termination order and Ex. W6 is the letter of the petitioner union to RLC(C) dated 09.09.2015.

7. On going oral and documentary evidence produced by the petitioner in support of her claim document. Ex. W1/1 to Ex. W1/22 is the salary statements of the petitioner, which goes to reveal that petitioner Smt. Ch. Nagarani had worked with the Respondent No. 1 to 3 continuously from 02.05.2011 on casual basis up to the date of her termination and she has been paid wages as per number of working days month wise by the Respondent No. 1 to 3 Estate Officer. The termination order dated 31.08.2015 Ex. W5 that goes to show that the Respondent No. 4 had issued the termination order, dated 31.08.2015 of the petitioner Ch. Nagarani. Therein, it is mentioned that Respondent No.4 have received the letter from N.I.M.H for reducing the Horticulture labor, hence forth the services of the addressee is not required from the date mentioned therein. Thus, from the perusal of document, Ex. W5 it is established that Petitioner had worked with the Respondent No. 1 to 3 as a Horticulture labour from September 2011 to 31.08.2015 and her services has been terminated vide letter dated 31.08.2015. Thus, it is clearly established that the petitioner had worked with the Respondent No. 1 to 3 as a casual labour continuously since 02.05.2011 up to the date of termination i.e 31.08.2015 and she has been paid wages by Respondent No.1 to 3.

Section 25F of the I.D Act, provides condition precedent for retrenchment of the workman. The provision is extracted as here under: -

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

- (a) The workman has been given one month's notice in writing indicating the reasons for retrenchment and the period of notice has expired, or the workman has been paid in lieu of such notice, wages for the period of the notice:*
- (b) The workman has been paid, at the time of retrenchment, compensation which shall be equivalent to fifteen days' average pay {for every completed year of continuous service} or any part thereof in excess of six months: and*
- (c) Notice in the prescribed manner is served on the appropriate government {or such authority as may be specified by the appropriate government by notification in the official Gazette.”*

8. Thus, as per provision contained under section 25-F of I.D Act, before termination of Petitioner from service Respondent has not given one month notice to the Petitioner in writing indicating reasons for retrenchment or workman has not been paid in lieu of such notice wages for the period of notice. Further, Respondent has not paid compensation to the workman as per provision of the section 25F of Act. Therefore, the action of Respondent in terminating the services of workman Petitioner is in contravention of provision of section 25-F of I.D Act, and same is liable to be set aside.

9. Thus, ongoing oral and documentary evidence produced by Petitioner it is established that Petitioner workman had worked with the Respondent No. 1 to 3 from 02.05.2011 to 31.08.2015 continuously and Petitioner has been terminated in contravention of provision of Section 25-F of I.D Act. Further it is established that Respondent No. 1 to 3 has changed the condition of services of Petitioner without complying the provision of section 9-A of the I.D Act. The oral and documentary evidence adduced by the Petitioner remains uncontroverted and unchallenged and there is no reason to disbelieve the evidence of the petitioner. Therefore, the evidence of the petitioner is liable to be accepted and it is proved that termination order dated 31.08.2015 of the Petitioner from service is illegal and that is liable to be set aside.

AWARD

The claim of the petitioner is allowed. The termination order dated 31.08.2015 of the petitioner Smt. Ch. Nagarani from service issued by the Respondent is hereby set aside. Respondent No. 1 to 3 is directed to reinstate the petitioner into service, with continuity and all attendant benefits within in one-month from date of publication of order. Respondent No. 1 to 3 are also directed to pay the half back wages, to the petitioner from the date of her termination till the reinstatement of Petitioner.

Award is passed accordingly. Transmit.

Dictated to Smt. K. Phani Gowri transcribed by her, corrected and signed by me on this the 4th day of February 2026.

IRFAN QAMAR, Presiding Officer

Appendix of evidence

Witnesses examined for the
Petitioner

WW1: Smt. Ch. Nagarani

Witnesses examined for the
Respondent

MW1: NIL

Documents marked for the Petitioner

Ex.W1/1 to Ex. W/1/22: Photostat copy of salary statement of Petitioner evidence issued by 3rd Respondent.

Ex.W2: Photostat copy of conciliation of the ALC(C), Hyderabad dt: 10.11.201.

Ex.W3: Photostat copy of RTI application dt:12.03.2015

Ex.W4: Photostat copy of RTI information furnished by the 2nd Respondent Dt:22.05.2015.

Ex.W5: Photostat copy of Original termination order.

Ex.W6: Photostat copy of representation of Petitioner evidence union to
The RLC(C) dt: 090.09.2015.

Documents marked for the Respondent

NIL

नई दिल्ली, 9 जुलाई, 2026

का.आ. 1416.—औद्योगिक विवाद अधिनियम (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार निदेशक, नेशनल इंस्टीट्यूट फॉर द मेंटल हैंडीकैप्ड, सामाजिक न्याय और अधिकारिता मंत्रालय, भारत सरकार, सिकंदराबाद; उप निदेशक, नेशनल इंस्टीट्यूट फॉर द मेंटल हैंडीकैप्ड, सामाजिक न्याय और अधिकारिता मंत्रालय, भारत सरकार, सिकंदराबाद; एस्टेट ऑफिसर, नेशनल इंस्टीट्यूट फॉर द मेंटल हैंडीकैप्ड, सिकंदराबाद; प्रबंध निदेशक, मेघा प्रो फैसिलिटी मैनेजमेंट प्राइवेट लिमिटेड, हैदराबाद के प्रबंधतंत्र के संबद्ध नियोजकों और श्री चंदागल्ला सांबैया, कर्मचारी के बीच अनुबंध में निर्दिष्ट केन्द्रीय सरकार औद्योगिक अधिकरण- सह- श्रम न्यायालय, हैदराबाद पंचाट (संदर्भ संख्या- **20/2016**) को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है।

[सं. एल-42025/07/2026/38-आईआर(डीयू)]

सलोनी, उप निदेशक

New Delhi, the 9th July, 2026

S.O. 1416.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. **20/2016**) of the **Central Government Industrial Tribunal cum Labour Court, Hyderabad** as shown in the Annexure, in the Industrial dispute between the employers in relation to **Director, National Institute for the Mental Handicapped, Ministry of Social Justice and Empowerment, Government of India, Secunderabad, Deputy Director, National Institute for the Mental Handicapped, Ministry of Social Justice and Empowerment, Government of India, Secunderabad, The Estate Officer, National Institute for the Mental Handicapped, Secunderabad, Managing Director, Megha Pro Facility Management Private Ltd, Hyderabad and Sri. Chandagalla Sambaiah, workman.**

[No. L-42025/07/2026/38-IR(DU)]

SALONI, Dy. Director

ANNEXURE

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

Present: - **Sri Irfan Qamar**
Presiding Officer

Dated the 4th day of February, 2026

INDUSTRIAL DISPUTE L.C.No. 20 of 2016

Between:

Sri. Chandagalla Sambaiah,
S/o Late Mallaiah,
R/o H.No. -4-23/24, Kamati Basthi,
Balanagar,
Ranga Reddy District-500031.

.....Petitioner

AND

1. National Institute for the Mental Handicapped,
(A Government of India Undertaking, Autonomous Body),
Rep. by its Director, Ministry of Social Justice and Empowerment,
Government of India, Manovikas Nagar, Secunderabad-500 009.
2. National Institute for the Mental Handicapped,
(A Government of India Undertaking, Autonomous Body),
Rep. by its Deputy Director (Administration),
Ministry of Social Justice and Empowerment,
Government of India, Manovikas Nagar, Secunderabad-500 009.
3. The Estate Officer, National Institute for the Mental Handicapped,
(A Government of India Undertaking, Autonomous Body),
Rep. by its Deputy Director (Administration),
Manovikas Nagar, Secunderabad-500 009.
4. Megha Pro Facility Management Private Ltd.,
Rep. by its Managing Director,
H.No.8-3-318/11/11, Plot No.11, Jayaprakash Nagar,
Yellareddyguda, Hyderabad-500 073.

.....Respondents

Appearances:

For the Petitioner : M/s. V. Mallik, Advocates

For the Respondent: M/s. N. Vijendher Reddy, Advocates

AWARD

This petition has been filed by the petitioner, Sri. Ch. Sambaiah, against the Respondents, 1 to 4 under Section 2(A)(2) of the Industrial Disputes Act, 1947, with the prayer to set aside his termination order dated 31.08.2015 issued by Respondent No. 4. Further, it is prayed to direct the Respondents to reinstate the petitioner into service with continuity of service, with full back wages and all other attendant benefits.

2. As per the claim statement, petitioner has averred that he was working under the control of the 1st Respondent institution since August 2009, as Sweeper in housekeeping in the Horticulture Department, and has been discharging his duties without complaint from any corner. Further, it is averred that the Respondents 1, to 3 have been paying salary to the petitioner as per the salary statement. Therefore, there was an employer-employee relationship between the petitioner and Respondents 1 to 3. Respondents have been paying salary to the petitioner through middlemen, until 2011. Thereafter, Respondent has paid salary to Petitioner directly as per salary statement was prepared and signed by Estate officers, which is enclosed herein to substantiate the fact that the employer-employee relationship existed between the petitioner and

Respondents 1 to 3 herein since September 2011. Further, the petitioner averred that the Respondents has paid salary directly to the petitioner till the end of May 2015, and again Respondents 1 to 3 have introduced middlemen from June 2015 onwards for the payment of the salaries to the petitioner. The mode of payment of wages is one of the conditions of service mentioned in Schedule IV of the ID Act, and under Section 9-A, it is mandated that no employer who proposes to effect any change in the conditions of service applicable to any workman in respect of any matter specified in the 4th Schedule, shall effect such change without giving to the workman any notice in the prescribed manner of the nature of the change proposed to be effected. Further, it is submitted that the action of the Respondent is in contravention of Section 9-A of the I.D Act and vide and initio in eyes of law.

3. Further, Petitioner submitted that Respondents 1 to 3 have no power to change the service conditions under Section 9-A of the Act, and 4th Respondent has no power to terminate the service of the petitioner vide proceeding dated 31.08.2015, ordering the termination of the service of the petitioner. Therefore, action of Respondent No.4 issuing order of termination dated 31.08. 2015 is null and void and liable to be said aside. Further, petitioner submitted that the Respondents 1 to 4 herein are bound to comply with Chapter V- B of the Industrial Disputes Act, in as much as since August 2009 the petitioner is under direct control of Respondents 1 to 3 herein, and Respondents 1 to 4 are bound to follow the procedure prescribed under Chapter V-B of the I.D Act. Further, it is submitted that Respondent has terminated the service of Petitioner without following the procedure as prescribed under of Section 25-B and 25-F of the ID Act. The termination order is not sustainable and contrary to the provision of the ID Act. Therefore, petitioner has prayed to set aside the order dated 31.08.2015 of his termination issued by the Respondent and to direct the Respondent to reinstate petitioner into service with continuity of service with all attendant benefits and full back wages.

4. Notices were issued to Respondents. In response to the notice, Respondents 1 to 3 have filed counter. Despite service of notice Respondent 4 did not file any counter and case was set ex-parte against Respondent No. 4 by order dated 24th August 2017. Further, Respondent No. 1 to 3 did not appear on the date of hearing. Hence, case was proceeded ex-parte against Respondents 1 to 3 vide order dated 19.12.2019. Therefore, hearing of this case has been proceeded ex-parte and being decided after conclusion of hearing.

5. In support of averment of claim statement petitioner has filed chief statement affidavit and therein, Petitioner has deposed that he was working as a casual labour under the control of the first Respondent institution since 23rd August 2000 as Sewerage Treatment Plant in the Horticulture department and was discharging his duties without any complaint from any corner. Further, petitioner deposed that, since 2011 onward, his salary has been paid directly by Respondents 1 to 3, and salary statement was prepared and signed by the Estate officer that is enclose herein to substantiate the fact that an employer-employee relationship existed between the petitioner and Respondents 1 to 3 since September 2011. Further, deponent state that Respondent has paid the salary to the Petitioner directly till end of May 2015 and thereafter introduced the middleman from June 2015 onward. Deponent states that Respondent, without complying with the mandatory condition of issuing a notice for change in the condition of service under section 9-A of the I.D Act, has introduced the middleman and the action of the Respondent is illegal. Further, deponent states that Respondent has terminated his service in gross violation of the provision contained under chapter V of the I.D Act, as enshrined within the meaning of sections 25-B and 25-F of the I.D Act.

6. Further, petitioner has also exhibited documents in his testimony in support of his averment made in claim statement. These documents are Ex. W1 is the salary statement of the petitioner issued by the 3rd Respondent. Ex. W2 is the conciliation proceedings of the Assistant Labor Commissioner, Hyderabad. Ex. W3, the RTI application dated 13-03-2015. Ex. W4, the RTI information furnished by the second Respondent. Ex. W5 is the termination order and Ex. W6 is the letter of the petitioner union to RLC(C) dated 09.09.2015.

7. On going oral and documentary evidence produced by the petitioner in support of his claim document. Ex. W1/1 to Ex. W1/22 is the salary statements of the petitioner, which goes to reveal that petitioner Sri. Ch. Sambaiah had worked with the Respondent No. 1 to 3 continuously from August 2009 on casual basis up to the date of his termination and he has been paid wages as per number of working days month wise by the Respondent No. 1 to 3 Estate Officer. The termination order dated 31.08.2015 Ex. W5 that goes to show that the Respondent No. 4 had issued the termination order, dated 31.08.2015 of the petitioner Sri. Ch. Samabaiah. Therein, it is mentioned that Respondent No.4 have received the letter from N.I.M.H for reducing the Horticulture labor, hence forth the services of the addressee is not required from the date mentioned therein. Thus, from the perusal of document, Ex. W5 it is established that Petitioner had worked with the Respondent No. 1 to 3 as a Horticulture labour from 2009 to 31.08.2015 and his services has been terminated vide letter dated 31.08.2015. Thus, it is clearly established that the petitioner had worked with the Respondent No. 1 to 3 as a casual labour continuously since August 2009 up to the date of termination i.e 31.08.2015 and he has been paid wages by Respondent No.1 to 3.

Section 25F of the I.D Act, provides condition precedent for retrenchment of the workman. The provision is extracted as here under: -

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

- (a) The workman has been given one month's notice in writing indicating the reasons for retrenchment and the period of notice has expired, or the workman has been paid in lieu of such notice, wages for the period of the notice:*
- (b) The workman has been paid, at the time of retrenchment, compensation which shall be equivalent to fifteen days' average pay {for every completed year of continuous service} or any part thereof in excess of six months: and*
- (c) Notice in the prescribed manner is served on the appropriate government {or such authority as may be specified by the appropriate government by notification in the official Gazette. ”*

8. Thus, as per provision contained under section 25-F of I.D Act, before termination of Petitioner from service Respondent has not given one month notice to the Petitioner in writing indicating reasons for retrenchment or workman has not been paid in lieu of such notice wages for the period of notice. Further, Respondent has not paid compensation to the workman as per provision of the section 25F of Act. Therefore, the action of Respondent in terminating the services of workman Petitioner is in contravention of provision of section 25-F of I.D Act, and same is liable to be set aside.

9. Thus, ongoing oral and documentary evidence produced by Petitioner it is established that Petitioner workman had worked with the Respondent No. 1 to 3 from August 2009 to 31.08.2015 continuously and Petitioner has been terminated in contravention of provision of Section 25-F of I.D Act.

Further it is established that Respondent No. 1 to 3 has changed the condition of services of Petitioner without complying the provision of section 9-A of the I.D Act. The oral and documentary evidence adduced by the Petitioner remains uncontroverted and unchallenged and there is no reason to disbelieve the evidence of the petitioner. Therefore, the evidence of the petitioner is liable to be accepted and it is proved that termination order dated 31.08.2015 of the Petitioner from service is illegal and that is liable to be set aside.

AWARD

The claim of the petitioner is allowed. The termination order dated 31.08.2015 of the petitioner Sri. Ch. Sambaiah from service issued by the Respondent is hereby set aside. Respondent No. 1 to 3 is directed to reinstate the petitioner into service, with continuity and all attendant benefits within in one-month from date of publication of order. Respondent No. 1 to 3 are also directed to pay the half back wages, to the petitioner from the date of his termination till the reinstatement of Petitioner.

Award is passed accordingly. Transmit.

Dictated to Smt. K. Phani Gowri transcribed by her, corrected and signed by me on her the 4th day of Febuary 2026.

IRFAN QAMAR, Presiding Officer

Appendix of evidence

Witnesses examined for the
Petitioner

Witnesses examined for the
Respondent

WW1: D. Narsimha Rao

MW1: NIL

Documents marked for the Petitioner

Ex.W1/1 to Ex. W/1/22:	Photostat copy of salary statement of Petitioner evidence issued by 3 rd Respondent.
Ex.W2:	Photostat copy of conciliation of the ALC(C), Hyderabad dt: 10.11.201.
Ex.W3:	Photostat copy of RTI application dt:12.03.2015
Ex.W4:	Photostat copy of RTI information furnished by the 2 nd Respondent Dt:22.05.2015.
Ex.W5:	Photostat copy of Original termination order.
Ex.W6:	Photostat copy of representation of Petitioner evidence union to The RLC(C) dt: 090.09.2015.

Documents marked for the Respondent

NIL

नई दिल्ली, 9 जुलाई, 2026

का.आ. 1417.—औद्योगिक विवाद अधिनियम (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार निदेशक, नेशनल इंस्टीट्यूट फॉर द मेंटल हैंडीकैप्ड, सामाजिक न्याय और अधिकारिता मंत्रालय, भारत सरकार, सिकंदराबाद; उप निदेशक, नेशनल इंस्टीट्यूट फॉर द मेंटल हैंडीकैप्ड, सामाजिक न्याय और अधिकारिता मंत्रालय, भारत सरकार, सिकंदराबाद; एस्टेट ऑफिसर, नेशनल इंस्टीट्यूट फॉर द मेंटल हैंडीकैप्ड, सिकंदराबाद; प्रबंध निदेशक, मेघा प्रो फैसिलिटी मैनेजमेंट प्राइवेट लिमिटेड, हैदराबाद के प्रबंधन के संबद्ध नियोजकों और श्री एम. सैलू कर्मचारी के बीच अनुबंध में निर्दिष्ट केन्द्रीय सरकार औद्योगिक अधिकरण- सह- श्रम न्यायालय, हैदराबाद पंचाट(संदर्भ संख्या-16/2016) को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है।

[सं. एल-42025/07/2026/39-आईआर(डीयू)]

सलोनी, उप निदेशक

New Delhi, the 9th July, 2026

S.O. 1417.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 16/2016) of the **Central Government Industrial Tribunal cum Labour Court, Hyderabad** as shown in the Annexure, in the Industrial dispute between the employers in relation to **Director, National Institute for the Mental Handicapped, Ministry of Social Justice and Empowerment, Government of India, Secunderabad, Deputy Director, National Institute for the Mental Handicapped, Ministry of Social Justice and Empowerment, Government of India, Secunderabad, The Estate Officer, National Institute for the Mental Handicapped, Secunderabad, Managing Director, Megha Pro Facility Management Private Ltd, Hyderabad** and **Sri. M. Sailu, workman.**

[No. L-42025/07/2026/39-IR(DU)]

SALONI, Dy. Director

ANNEXURE

IN THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL CUM LABOUR COURT AT HYDERABAD

Present: - **Sri Irfan Qamar**

Presiding Officer

Dated the 4th day of February, 2026

INDUSTRIAL DISPUTE L.C.No. 16 of 2016

Between:

Sri. M. Sailu

S/o late Anjaiah

R/o H.No.9-5-44/20-10, Anjaiahnagar,

Manpvikasnagar,

Hasmathpet, Old Bowenpally,

Ranga Reddy District-500 009.

.....Petitioner

AND

1. National Institute for the Mental Handicapped,
(A Government of India Undertaking, Autonomous Body),
Rep. by its Director, Ministry of Social Justice and Empowerment,
Government of India, Manovikas Nagar, Secunderabad-500 009.
2. National Institute for the Mental Handicapped,
(A Government of India Undertaking, Autonomous Body),
Rep. by its Deputy Director (Administration),
Ministry of Social Justice and Empowerment,
Government of India, Manovikas Nagar, Secunderabad-500 009.
3. The Estate Officer, National Institute for the Mental Handicapped,
(A Government of India Undertaking, Autonomous Body),
Rep. by its Deputy Director (Administration),
Manovikas Nagar, Secunderabad-500 009.
4. Megha Pro Facility Management Private Ltd.,
Rep. by its Managing Director,
H.No.8-3-318/11/11, Plot No.11, Jayaprakash Nagar,
Yellareddyguda, Hyderabad-500 073.

.....Respondents

Appearances:

For the Petitioner : M/s. V. Mallik, Advocates

For the Respondent: M/s. N. Vijendher Reddy, Advocates

AWARD

This petition has been filed by the petitioner, Sri. M. Sailu, against the Respondents, 1 to 4 under Section 2(A)(2) of the Industrial Disputes Act, 1947, with the prayer to set aside his termination order dated 8th September 2015 issued by Respondent No. 4. Further, it is prayed to direct the Respondents to reinstate the petitioner into service with continuity of service, with full back wages and all other attendant benefits.

2. As per the claim statement, petitioner has averred that he was working under the control of the 1st Respondent institution since 23rd August 2000, as Mali in the Horticulture Department, and has been discharging his duties without complaint from any corner. Further, it is averred that the Respondents 1, to 3 have been paying salary to the petitioner as per the salary statement. Therefore, there was an employer-employee relationship between the petitioner and Respondents 1 to 3. Respondents have been paying salary to the petitioner through middlemen, until 2011. Thereafter, Respondent has paid salary to Petitioner directly as per salary statement was prepared and signed by Estate officers, which is enclosed herein to substantiate the fact that the employer-employee relationship existed between the petitioner and

Respondents 1 to 3 herein since September 2011. Further, the petitioner averred that the Respondents has paid salary directly to the petitioner till the end of May 2015, and again Respondents 1 to 3 have introduced middlemen from June 2015 onwards for the payment of the salaries to the petitioner. The mode of payment of wages is one of the conditions of service mentioned in Schedule IV of the ID Act, and under Section 9-A, it is mandated that no employer who proposes to effect any change in the conditions of service applicable to any workman in respect of any matter specified in the 4th Schedule, shall effect such change without giving to the workman any notice in the prescribed manner of the nature of the change proposed to be effected. Further, it is submitted that this action of the Respondent is in contravention of Section 9-A of the I.D Act and vide and initio in eyes of law.

3. Further, Petitioner submitted that Respondents 1 to 3 have no power to change the service conditions under Section 9-A of the Act, and 4th Respondent has no power to terminate the service of the petitioner vide proceeding dated 8.9.2015, ordering the termination of the service of the petitioner. Therefore, action of Respondent No.4 issuing order of termination dated 8th September 2015 is null and void and liable to be said aside. Further, petitioner submitted that the Respondents 1 to 4 herein are bound to comply with Chapter V- B of the Industrial Disputes Act, in as much as since September 2011 the petitioner is under direct control of Respondents 1 to 3 herein, and Respondents 1 to 4 are bound to follow the procedure prescribed under Chapter V-B of the I.D Act. Further, it is submitted that Respondent has terminated the service of Petitioner without following the procedure as prescribed under of Section 25-B and 25-F of the ID Act. The termination order is not sustainable and contrary to the provision of the ID Act. Therefore, petitioner has prayed to set aside the order dated 08.09.2015 of his termination issued by the Respondent and to direct the Respondent to reinstate petitioner into service with continuity of service with all attendant benefits and full back wages.

4. Notices were issued to Respondents. In response to the notice, Respondents 1 to 3 have filed counter. Despite service of notice Respondent 4 did not file any counter and case was set ex-parte against Respondent No. 4 by order dated 24th August 2017. Further, Respondent No. 1 to 3 did not appear on the date of hearing. Hence, case was proceeded ex-parte against Respondents 1 to 3 vide order dated 19.12.2019. Therefore, hearing of this case has been proceeded ex-parte and being decided after conclusion of hearing.

5. In support of averment of claim statement petitioner has filed chief statement affidavit and therein, Petitioner has deposed that he was working as a casual labour under the control of the first Respondent institution since 23rd August 2000 as a mali in the Horticulture department and was discharging his duties without any complaint from any corner. Further, petitioner deposed that, since 2011 onward, his salary has been paid directly by Respondents 1 to 3, and salary statement was prepared and signed by the Estate officer that is enclose herein to substantiate the fact that an employer-employee relationship existed between the petitioner and Respondents 1 to 3 since September 2011. Further, deponent state that Respondent has paid the salary to the Petitioner directly till end of May 2015 and thereafter introduced the middleman from June 2015 onward. Deponent states that Respondent, without complying with the mandatory condition of issuing a notice for change in the condition of service under section 9-A of the I.D Act, has introduced the middleman and the action of the Respondent is illegal. Further, deponent states that Respondent has terminated his service in gross violation of the provision contained under chapter V of the I.D Act, as enshrined within the meaning of sections 25-B and 25-F of the I.D Act.

6. Further, petitioner has also exhibited documents in his testimony in support of his averment made in claim statement. These documents are Ex. W1 is the salary statement of the petitioner issued by the 3rd Respondent. Ex. W2 is the conciliation proceedings of the Assistant Labor Commissioner, Hyderabad. Ex. W3, the RTI application dated 13-03-2015. Ex. W4, the RTI information furnished by the second Respondent. Ex. W5 is the termination order and Ex. W6 is the letter of the petitioner union to RLC(C) dated 09.09.2015.

7. On going oral and documentary evidence produced by the petitioner in support of his claim document. Ex. W1/1 to Ex. W1/22 is the salary statements of the petitioner, which goes to reveal that petitioner Sri. M. Sailu had worked with the Respondent No. 1 to 3 continuously from September 2011 on casual basis up to the date of his termination and he has been paid wages as per number of working days month wise by the Respondent No. 1 to 3 Estate Officer. The termination order dated 8.9.2015 Ex. W5 that goes to show that the Respondent No. 4 had issued the termination order, dated 8.9.2015 of the petitioner M. Sailu. Therein, it is mentioned that Respondent No.4 have received the letter from N.I.M.H for reducing the Horticulture labor, hence forth the services of the addressee is not required from the date mentioned therein. Thus, from the perusal of document, Ex. W5 it is established that Petitioner had worked with the Respondent No. 1 to 3 as a Horticulture labour from September 2011 to 8.09.2015 and his services has been terminated vide letter dated 8.9.2015. Thus, it is clearly established that the petitioner had worked with the Respondent No. 1 to 3 as a casual labour continuously since September 2011 up to the date of termination i.e 08.09.2015 and he has been paid wages by Respondent No.1 to 3.

Section 25F of the I.D Act, provides condition precedent for retrenchment of the workman. The provision is extracted as here under: -

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

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

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

(c) Notice in the prescribed manner is served on the appropriate government {or such authority as may be specified by the appropriate government by notification in the official Gazette.”

8. Thus, as per provision contained under section 25-F of I.D Act, before termination of Petitioner from service Respondent has not given one month notice to the Petitioner in writing indicating reasons for retrenchment or workman has not been paid in lieu of such notice wages for the period of notice. Further, Respondent has not paid compensation to the workman as per provision of the section 25F of Act. Therefore, the action of Respondent in terminating the services of workman Petitioner is in contravention of provision of section 25-F of I.D Act, and same is liable to be set aside.

9. Thus, ongoing oral and documentary evidence produced by Petitioner it is established that Petitioner workman had worked with the Respondent No. 1 to 3 from September 2011 to 08.09.2015

continuously and Petitioner has been terminated in contravention of provision of Section 25-F of I.D Act. Further it is established that Respondent No. 1 to 3 has changed the condition of services of Petitioner without complying the provision of section 9-A of the I.D Act. The oral and documentary evidence adduced by the Petitioner remains uncontroverted and unchallenged and there is no reason to disbelieve the evidence of the petitioner. Therefore, the evidence of the petitioner is liable to be accepted and it is proved that termination order dated 08.09.2015 of the Petitioner from service is illegal and that is liable to be set aside.

AWARD

The claim of the petitioner is allowed. The termination order dated 08.09.2015 of the petitioner Sri. M. Sailu from service issued by the Respondent is hereby set aside. Respondent No. 1 to 3 is directed to reinstate the petitioner into service, with continuity and all attendant benefits within in one-month from date of publication of order. Respondent No. 1 to 3 are also directed to pay the half back wages, to the petitioner from the date of his termination till the reinstatement of Petitioner.

Award is passed accordingly. Transmit.

Dictated to Smt. K. Phani Gowri transcribed by her, corrected and signed by me on this the 4th day of february 2026.

IRFAN QAMAR, Presiding Officer

Appendix of evidence

Witnesses examined for the
Petitioner

WW1: M. Sailu

Witnesses examined for the
Respondent

MW1: NIL

Documents marked for the Petitioner

Ex.W1/1 to Ex. W/1/22: Photostat copy of salary statement of Petitioner evidence issued by 3rd Respondent.

Ex.W2: Photostat copy of conciliation of the ALC(C), Hyderabad dt: 10.11.201.

Ex.W3: Photostat copy of RTI application dt:12.03.2015

Ex.W4: Photostat copy of RTI information furnished by the 2nd Respondent Dt:22.05.2015.

Ex.W5: Photostat copy of Original termination order.

Ex.W6: Photostat copy of representation of Petitioner evidence union to The RLC(C) dt: 09.09.2015.

Documents marked for the Respondent

NIL

नई दिल्ली, 9 जुलाई, 2026

का.आ. 1418.—औद्योगिक विवाद अधिनियम (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार निदेशक, नेशनल इंस्टीट्यूट फॉर द मेंटल हैंडीकैप्ड, सामाजिक न्याय और अधिकारिता मंत्रालय, भारत सरकार, सिकंदराबाद; उप निदेशक, नेशनल इंस्टीट्यूट फॉर द मेंटल हैंडीकैप्ड, सामाजिक न्याय और अधिकारिता मंत्रालय, भारत सरकार, सिकंदराबाद; एस्टेट ऑफिसर, नेशनल इंस्टीट्यूट फॉर द मेंटल हैंडीकैप्ड, सिकंदराबाद; प्रबंध निदेशक, मेघा प्रो फैसिलिटी मैनेजमेंट प्राइवेट लिमिटेड, हैदराबाद के प्रबंधन के संबद्ध नियोजकों और श्री डी. नरसिम्हा राव कर्मचारी के बीच अनुबंध में निर्दिष्ट केन्द्रीय सरकार औद्योगिक अधिकरण- सह- श्रम न्यायालय, हैदराबाद पंचाट(संदर्भ संख्या- 17/2016) को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है।

[सं. एल-42025/07/2026/40-आईआर(डीयू)]

सलोनी, उप निदेशक

New Delhi, the 9th July, 2026

S.O. 1418.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 17/2016) of the **Central Government Industrial Tribunal cum Labour Court, Hyderabad** as shown in the Annexure, in the Industrial dispute between the employers in relation to **Director, National Institute for the Mental Handicapped, Ministry of Social Justice and Empowerment, Government of India, Secunderabad, Deputy Director, National Institute for the Mental Handicapped, Ministry of Social Justice and Empowerment, Government of India, Secunderabad, The Estate Officer, National Institute for the Mental Handicapped, Secunderabad, Managing Director, Megha Pro Facility Management Private Ltd, Hyderabad and Sri. D. Narsimha rao, workman.**

[No. L-42025/07/2026/40-IR(DU)]

SALONI, Dy. Director

ANNEXURE**IN THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL CUM LABOUR COURT AT HYDERABAD**Present: - **Sri Irfan Qamar**

Presiding Officer

Dated the 4th day of February, 2026**INDUSTRIAL DISPUTE L.C.No. 17 of 2016**

Between:

Sri. D. Narsimha rao,

S/o late D. Ramappa ,

R/o Railway Quarters No. 1014/10,

Chilkaalguda,

Secunderabad.

.....Petitioner

AND

1. National Institute for the Mental Handicapped,
(A Government of India Undertaking, Autonomous Body),
Rep. by its Director, Ministry of Social Justice and Empowerment,
Government of India, Manovikas Nagar, Secunderabad-500 009.

2. National Institute for the Mental Handicapped,
(A Government of India Undertaking, Autonomous Body),
Rep. by its Deputy Director (Administration),
Ministry of Social Justice and Empowerment,
Government of India, Manovikas Nagar, Secunderabad-500 009.
3. The Estate Officer, National Institute for the Mental Handicapped,
(A Government of India Undertaking, Autonomous Body),
Rep. by its Deputy Director (Administration),
Manovikas Nagar, Secunderabad-500 009.
4. Megha Pro Facility Management Private Ltd.,
Rep. by its Managing Director,
H.No.8-3-318/11/11, Plot No.11, Jayaprakash Nagar,
Yellareddyguda, Hyderabad-500 073. Respondents

Appearances:

For the Petitioner : M/s. V. Mallik, Advocates

For the Respondent: M/s. N. Vijendher Reddy, Advocates

AWARD

This petition has been filed by the petitioner, Sri. D. Narsimha Rao, against the Respondents, 1 to 4 under Section 2(A)(2) of the Industrial Disputes Act, 1947, with the prayer to set aside his termination order dated 31.08.2015 issued by Respondent No. 4. Further, it is prayed to direct the Respondents to reinstate the petitioner into service with continuity of service, with full back wages and all other attendant benefits.

2. As per the claim statement, petitioner has averred that he was working under the control of the 1st Respondent institution since 2009, as Sewerage Treatment Plant (helper) in the Horticulture Department, and has been discharging his duties without complaint from any corner. Further, it is averred that the Respondents 1, to 3 have been paying salary to the petitioner as per the salary statement. Therefore, there was an employer-employee relationship between the petitioner and Respondents 1 to 3. Respondents have been paying salary to the petitioner through middlemen, until 2011. Thereafter, Respondent has paid salary to Petitioner directly as per salary statement was prepared and signed by Estate officers, which is enclosed herein to substantiate the fact that the employer-employee relationship existed between the petitioner and Respondents 1 to 3 herein since September 2011. Further, the petitioner averred that the Respondents has paid salary directly to the petitioner till the end of May 2015, and again Respondents 1 to 3 have introduced middlemen from June 2015 onwards for the payment of the salaries to the petitioner. The mode of payment of wages is one of the conditions of service mentioned in Schedule IV of the ID Act, and under Section 9-A, it is mandated that no employer who proposes to effect any change in the conditions of service applicable to any workman in respect of any matter specified in the 4th Schedule, shall effect such change without giving to the workman any notice in the prescribed manner of the nature of the change

proposed to be effected. Further, it is submitted that the action of the Respondent is in contravention of Section 9-A of the I.D Act and vide and initio in eyes of law.

3. Further, Petitioner submitted that Respondents 1 to 3 have no power to change the service conditions under Section 9-A of the Act, and 4th Respondent has no power to terminate the service of the petitioner vide proceeding dated 31.08.2015, ordering the termination of the service of the petitioner. Therefore, action of Respondent No.4 issuing order of termination dated 31.08.2015 is null and void and liable to be said aside. Further, petitioner submitted that the Respondents 1 to 4 herein are bound to comply with Chapter V- B of the Industrial Disputes Act, in as much as since 2009 the petitioner is under direct control of Respondents 1 to 3 herein, and Respondents 1 to 4 are bound to follow the procedure prescribed under Chapter V-B of the I.D Act. Further, it is submitted that Respondent has terminated the service of Petitioner without following the procedure as prescribed under of Section 25-B and 25-F of the ID Act. The termination order is not sustainable and contrary to the provision of the ID Act. Therefore, petitioner has prayed to set aside the order dated 31.08.2015 of his termination issued by the Respondent and to direct the Respondent to reinstate petitioner into service with continuity of service with all attendant benefits and full back wages.

4. Notices were issued to Respondents. In response to the notice, Respondents 1 to 3 have filed counter. Despite service of notice Respondent 4 did not file any counter and case was set ex-parte against Respondent No. 4 by order dated 24th August 2017. Further, Respondent No. 1 to 3 did not appear on the date of hearing. Hence, case was proceeded ex-parte against Respondents 1 to 3 vide order dated 19.12.2019. Therefore, hearing of this case has been proceeded ex-parte and being decided after conclusion of hearing.

5. In support of averment of claim statement petitioner has filed chief statement affidavit and therein, Petitioner has deposed that he was working as a casual labour under the control of the first Respondent institution since 23rd August 2000 as Sewerage Treatment Plant in the Horticulture department and was discharging his duties without any complaint from any corner. Further, petitioner deposed that, since 2009 onward, his salary has been paid directly by Respondents 1 to 3, and salary statement was prepared and signed by the Estate officer that is enclose herein to substantiate the fact that an employer-employee relationship existed between the petitioner and Respondents 1 to 3 since 2009. Further, deponent state that Respondent has paid the salary to the Petitioner directly till end of May 2015 and thereafter introduced the middleman from June 2015 onward. Deponent states that Respondent, without complying with the mandatory condition of issuing a notice for change in the condition of service under section 9-A of the I.D Act, has introduced the middleman and the action of the Respondent is illegal. Further, deponent states that Respondent has terminated his service in gross violation of the provision contained under chapter V of the I.D Act, as enshrined within the meaning of sections 25-B and 25-F of the I.D Act.

6. Further, petitioner has also exhibited documents in his testimony in support of his averment made in claim statement. These documents are Ex. W1 is the salary statement of the petitioner issued by the 3rd Respondent. Ex. W2 is the conciliation proceedings of the Assistant Labor Commissioner, Hyderabad. Ex. W3, the RTI application dated 13⁰³-2015. Ex. W4, the RTI information furnished by the second Respondent. Ex. W5 is the termination order and Ex. W6 is the letter of the petitioner union to RLC(C) dated 09.09.2015.

7. On going oral and documentary evidence produced by the petitioner in support of his claim document. Ex. W1/1 to Ex. W1/22 is the salary statements of the petitioner, which goes to reveal that

petitioner Sri. D. Narsimha Rao had worked with the Respondent No. 1 to 3 continuously from September 2011 on casual basis up to the date of his termination and he has been paid wages as per number of working days month wise by the Respondent No. 1 to 3 Estate Officer. The termination order dated 31.08.2015 Ex. W5 that goes to show that the Respondent No. 4 had issued the termination order, dated 31.08.2015 of the petitioner Sri. D. Narsimha Rao. Therein, it is mentioned that Respondent No.4 have received the letter from N.I.M.H for reducing the Horticulture labor, hence forth the services of the addressee is not required from the date mentioned therein. Thus, from the perusal of document, Ex. W5 it is established that Petitioner had worked with the Respondent No. 1 to 3 as a Horticulture labour from 2009 to 31.08.2015 and his services has been terminated vide letter dated 31.08.2015. Thus, it is clearly established that the petitioner had worked with the Respondent No. 1 to 3 as a casual labour continuously since 2009 up to the date of termination i.e 31.08.2015 and he has been paid wages by Respondent No.1 to 3.

Section 25F of the I.D Act, provides condition precedent for retrenchment of the workman. The provision is extracted as here under: -

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

- (a) The workman has been given one month's notice in writing indicating the reasons for retrenchment and the period of notice has expired, or the workman has been paid in lieu of such notice, wages for the period of the notice:*
- (b) The workman has been paid, at the time of retrenchment, compensation which shall be equivalent to fifteen days' average pay {for every completed year of continuous service} or any part thereof in excess of six months: and*
- (c) Notice in the prescribed manner is served on the appropriate government {or such authority as may be specified by the appropriate government by notification in the official Gazette.”*

8. Thus, as per provision contained under section 25-F of I.D Act, before termination of Petitioner from service Respondent has not given one month notice to the Petitioner in writing indicating reasons for retrenchment or workman has not been paid in lieu of such notice wages for the period of notice. Further, Respondent has not paid compensation to the workman as per provision of the section 25F of Act. Therefore, the action of Respondent in terminating the services of workman Petitioner is in contravention of provision of section 25-F of I.D Act, and same is liable to be set aside.

9. Thus, ongoing oral and documentary evidence produced by Petitioner it is established that Petitioner workman had worked with the Respondent No. 1 to 3 from September 2011 to 31.08.2015 continuously and Petitioner has been terminated in contravention of provision of Section 25-F of I.D Act. Further it is established that Respondent No. 1 to 3 has changed the condition of services of Petitioner without complying the provision of section 9-A of the I.D Act. The oral and documentary evidence adduced by the Petitioner remains uncontroverted and unchallenged and there is no reason to disbelieve the evidence of the petitioner. Therefore, the evidence of the petitioner is liable to be accepted and it is proved that termination order dated 31.08.2015 of the Petitioner from service is illegal and that is liable to be set aside.

AWARD

The claim of the petitioner is allowed. The termination order dated 31.08.2015 of the petitioner Sri. D. Narsimha Rao from service issued by the Respondent is hereby set aside. Respondent No. 1 to 3 is directed to reinstate the petitioner into service, with continuity and all attendant benefits within in one-month from date of publication of order. Respondent No. 1 to 3 are also directed to pay the half back wages, to the petitioner from the date of his termination till the reinstatement of Petitioner.

Award is passed accordingly. Transmit.

Dictated to Smt. K. Phani Gowri transcribed by her, corrected and signed by me on this the 4th day of February 2026.

IRFAN QAMAR, Presiding Officer

Appendix of evidence

Witnesses examined for the

Witnesses examined for the

Petitioner

Respondent

WW1: D. Narsimha Rao

MW1: NIL

Documents marked for the Petitioner

Ex.W1/1 to Ex. W/1/22: Photostat copy of salary statement of Petitioner evidence issued by 3rd Respondent.

Ex.W2: Photostat copy of conciliation of the ALC(C), Hyderabad dt: 10.11.201.

Ex.W3: Photostat copy of RTI application dt:12.03.2015

Ex.W4: Photostat copy of RTI information furnished by the 2nd Respondent Dt:22.05.2015.

Ex.W5: Photostat copy of Original termination order.

Ex.W6: Photostat copy of representation of Petitioner evidence union to The RLC(C) dt: 090.09.2015.

Documents marked for the Respondent

NIL

नई दिल्ली, 9 जुलाई, 2026

का.आ. 1419.— औद्योगिक विवाद अधिनियम (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार निदेशक, नेशनल इंस्टीट्यूट फॉर द मेंटल हैंडीकैप्ड, सामाजिक न्याय और अधिकारिता मंत्रालय, भारत सरकार, सिकंदराबाद; उप निदेशक, नेशनल इंस्टीट्यूट फॉर द मेंटल हैंडीकैप्ड, सामाजिक न्याय और अधिकारिता मंत्रालय, भारत सरकार, सिकंदराबाद; एस्टेट ऑफिसर, नेशनल इंस्टीट्यूट फॉर द मेंटल हैंडीकैप्ड, सिकंदराबाद; प्रबंध निदेशक, मेघा प्रो फ़ैसिलिटी मैनेजमेंट प्राइवेट लिमिटेड, हैदराबाद के प्रबंधतंत्र के संबद्ध नियोजकों और श्रीमती कायिथी लावण्या कर्मचारी के बीच अनुबंध में निर्दिष्ट केन्द्रीय सरकार औद्योगिक अधिकरण- सह- श्रम न्यायालय, हैदराबाद पंचाट(संदर्भ संख्या- **18/2016**) को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है।

[सं. एल-42025/07/2026/41-आईआर(डीयू)]

सलोनी, उप निदेशक

New Delhi, the 9th July, 2026

S.O. 1419.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 18/2016) of the **Central Government Industrial Tribunal cum Labour Court, Hyderabad** as shown in the Annexure, in the Industrial dispute between the employers in relation to **Director, National Institute for the Mental Handicapped, Ministry of Social Justice and Empowerment, Government of India, Secunderabad, Deputy Director, National Institute for the Mental Handicapped, Ministry of Social Justice and Empowerment, Government of India, Secunderabad, The Estate Officer, National Institute for the Mental Handicapped, Secunderabad, Managing Director, Megha Pro Facility Management Private Ltd, Hyderabad and Smt. Kayithi Lavanya** workman.

[No. L-42025/07/2026/41-IR(DU)]

SALONI, Dy. Director

ANNEXURE

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

Present: - **Sri Irfan Qamar**

Presiding Officer

Dated the 4th day of February 2026

INDUSTRIAL DISPUTE L.C.No. 18 of 2016

Between:

Smt. Kayithi Lavanya

W/o K. Jangaiah,

R/o H.No.4-22,4-12-7/1,

Bhagyalatha colony, Arunoday colony,

Road No. 3, Hayathnagar,

Ranga Reddy District-500 009.

.....Petitioner

AND

1. National Institute for the Mental Handicapped,
(A Government of India Undertaking, Autonomous Body),
Rep. by its Director, Ministry of Social Justice and Empowerment,
Government of India, Manovikas Nagar, Secunderabad-500 009.
2. National Institute for the Mental Handicapped,
(A Government of India Undertaking, Autonomous Body),
Rep. by its Deputy Director (Administration),
Ministry of Social Justice and Empowerment,
Government of India, Manovikas Nagar, Secunderabad-500 009.

3. The Estate Officer, National Institute for the Mental Handicapped,
(A Government of India Undertaking, Autonomous Body),
Rep. by its Deputy Director (Administration),
Manovikas Nagar, Secunderabad-500 009.

4. Megha Pro Facility Management Private Ltd.,
Rep. by its Managing Director,
H.No.8-3-318/11/11, Plot No.11, Jayaprakash Nagar,
Yellareddyguda, Hyderabad-500 073.

.....Respondents

Appearances:

For the Petitioner : M/s. V. Mallik, Advocates

For the Respondent: M/s. N. Vijendher Reddy, Advocates

AWARD

This petition has been filed by the petitioner, Smt. K. Lavanya, against the Respondents, 1 to 4 under Section 2(A)(2) of the Industrial Disputes Act, 1947, with the prayer to set aside her termination order dated 31.08.2015 issued by Respondent No. 4. Further, it is prayed to direct the Respondents to reinstate the petitioner into service with continuity of service, with full back wages and all other attendant benefits.

2. As per the claim statement, petitioner has averred that she was working under the control of the 1st Respondent institution since June 2011, as Sweeper in housekeeping in the Horticulture Department, and has been discharging her duties without complaint from any corner. Further, it is averred that the Respondents 1, to 3 have been paying salary to the petitioner as per the salary statement. Therefore, there was an employer-employee relationship between the petitioner and Respondents 1 to 3. Respondents have been paying salary to the petitioner through middlemen, until 2011. Thereafter, Respondent has paid salary to Petitioner directly as per salary statement was prepared and signed by Estate officers, which is enclosed herein to substantiate the fact that the employer-employee relationship existed between the petitioner and Respondents 1 to 3 herein since September 2011. Further, the petitioner averred that the Respondents has paid salary directly to the petitioner till the end of May 2015, and again Respondents 1 to 3 have introduced middlemen from June 2015 onwards for the payment of the salaries to the petitioner. The mode of payment of wages is one of the conditions of service mentioned in Schedule IV of the ID Act, and under Section 9-A, it is mandated that no employer who proposes to effect any change in the conditions of service applicable to any workman in respect of any matter specified in the 4th Schedule, shall effect such change without giving to the workman any notice in the prescribed manner of the nature of the change proposed to be effected. Further, it is submitted that this action of the Respondent is in contravention of Section 9-A of the I.D Act and vide and initio in eyes of law.

3. Further, Petitioner submitted that Respondents 1 to 3 have no power to change the service conditions under Section 9-A of the Act, and 4th Respondent has no power to terminate the service of the petitioner vide proceeding dated 31.08.2015, ordering the termination of the service of the petitioner.

Therefore, action of Respondent No.4 issuing order of termination dated 31.08.2015 is null and void and liable to be said aside. Further, petitioner submitted that the Respondents 1 to 4 herein are bound to comply with Chapter V- B of the Industrial Disputes Act, in as much as since June 2011 the petitioner is under direct control of Respondents 1 to 3 herein, and Respondents 1 to 4 are bound to follow the procedure prescribed under Chapter V-B of the I.D Act. Further, it is submitted that Respondent has terminated the service of Petitioner without following the procedure as prescribed under of Section 25-B and 25-F of the ID Act. The termination order is not sustainable and contrary to the provision of the ID Act. Therefore, petitioner has prayed to set aside the order dated 31.08.2015 of her termination issued by the Respondent and to direct the Respondent to reinstate petitioner into service with continuity of service with all attendant benefits and full back wages.

4. Notices were issued to Respondents. In response to the notice, Respondents 1 to 3 have filed counter. Despite service of notice Respondent 4 did not file any counter and case was set ex-parte against Respondent No. 4 by order dated 24th August 2017. Further, Respondent No. 1 to 3 did not appear on the date of hearing. Hence, case was proceeded ex-parte against Respondents 1 to 3 vide order dated 19.12.2019. Therefore, hearing of this case has been proceeded ex-parte and being decided after conclusion of hearing.

5. In support of averment of claim statement petitioner has filed chief statement affidavit and therein, Petitioner has deposed that she was working as a casual labour under the control of the 1st Respondent institution since 23rd August 2000 as Sweeper in housekeeping in the Horticulture department and was discharging her duties without any complaint from any corner. Further, petitioner deposed that, since 2011 onward, her salary has been paid directly by Respondents 1 to 3, and salary statement was prepared and signed by the Estate officer that is enclose herein to substantiate the fact that an employer-employee relationship existed between the petitioner and Respondents 1 to 3 since September 2011. Further, deponent state that Respondent has paid the salary to the Petitioner directly till end of May 2015 and thereafter introduced the middleman from June 2015 onward. Deponent states that Respondent, without complying with the mandatory condition of issuing a notice for change in the condition of service under section 9-A of the I.D Act, has introduced the middleman and the action of the Respondent is illegal. Further, deponent states that Respondent has terminated her service in gross violation of the provision contained under chapter V of the I.D Act, as enshrined within the meaning of sections 25-B and 25-F of the I.D Act.

6. Further, petitioner has also exhibited documents in her testimony in support of her averment made in claim statement. These documents are Ex. W1 is the salary statement of the petitioner issued by the 3rd Respondent. Ex. W2 is the conciliation proceedings of the Assistant Labor Commissioner, Hyderabad. Ex. W3, the RTI application dated 13⁻⁰³-2015. Ex. W4, the RTI information furnished by the second Respondent. Ex. W5 is the termination order and Ex. W6 is the letter of the petitioner union to RLC(C) dated 09.09.2015.

7. On going oral and documentary evidence produced by the petitioner in support of her claim document. Ex. W1/1 to Ex. W1/22 is the salary statements of the petitioner, which goes to reveal that petitioner Smt. K. Lavanya had worked with the Respondent No. 1 to 3 continuously from September 2011 on casual basis up to the date of her termination and she has been paid wages as per number of working

days month wise by the Respondent No. 1 to 3 Estate Officer. The termination order dated 31.08.2015 Ex. W5 that goes to show that the Respondent No. 4 had issued the termination order, dated 8.9.2015 of the petitioner K. Lavanya. Therein, it is mentioned that Respondent No.4 have received the letter from N.I.M.H for reducing the Horticulture labor, hence forth the services of the addressee is not required from the date mentioned therein. Thus, from the perusal of document, Ex. W5 it is established that Petitioner had worked with the Respondent No. 1 to 3 as a Horticulture labour from June 2011 to 31.08.2015 and her services has been terminated vide letter dated 31.8.2015. Thus, it is clearly established that the petitioner had worked with the Respondent No. 1 to 3 as a casual labour continuously since June 2011 up to the date of termination i.e 31.08.2015 and she has been paid wages by Respondent No.1 to 3.

Section 25F of the I.D Act, provides condition precedent for retrenchment of the workman. The provision is extracted as here under: -

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

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

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

(c) Notice in the prescribed manner is served on the appropriate government {or such authority as may be specified by the appropriate government by notification in the official Gazette.”

8. Thus, as per provision contained under section 25-F of I.D Act, before termination of Petitioner from service Respondent has not given one month notice to the Petitioner in writing indicating reasons for retrenchment or workman has not been paid in lieu of such notice wages for the period of notice. Further, Respondent has not paid compensation to the workman as per provision of the section 25F of Act. Therefore, the action of Respondent in terminating the services of workman Petitioner is in contravention of provision of section 25-F of I.D Act, and same is liable to be set aside.

9. Thus, ongoing oral and documentary evidence produced by Petitioner it is established that Petitioner workman had worked with the Respondent No. 1 to 3 from June 2011 to 31.08.2015 continuously and Petitioner has been terminated in contravention of provision of Section 25-F of I.D Act. Further it is established that Respondent No. 1 to 3 has changed the condition of services of Petitioner without complying the provision of section 9-A of the I.D Act. The oral and documentary evidence adduced by the Petitioner remains uncontroverted and unchallenged and there is no reason to disbelieve the evidence of the petitioner. Therefore, the evidence of the petitioner is liable to be accepted and it is proved that termination order dated 31.08.2015 of the Petitioner from service is illegal and that is liable to be set aside.

AWARD

The claim of the petitioner is allowed. The termination order dated 31.08.2015 of the petitioner Smt. K. Lavanya from service issued by the Respondent is hereby set aside. Respondent No. 1 to 3 is directed to reinstate the petitioner into service, with continuity and all attendant benefits within in one-month from date of publication of order. Respondent No. 1 to 3 are also directed to pay the half back wages, to the petitioner from the date of her termination till the reinstatement of Petitioner.

Award is passed accordingly. Transmit.

Dictated to Smt. K. Phani Gowri transcribed by her, corrected and signed by me on this the 4th day of February 2026.

IRFAN QAMAR, Presiding Officer

Appendix of evidence

Witnesses examined for the

Witnesses examined for the

Petitioner

Respondent

WW1: Smt. K. Lavanya

MW1: NIL

Documents marked for the Petitioner

Ex.W1/1 to Ex. W/1/22: Photostat copy of salary statement of Petitioner evidence issued by 3rd Respondent.

Ex.W2: Photostat copy of conciliation of the ALC(C), Hyderabad dt: 10.11.201.

Ex.W3: Photostat copy of RTI application dt:12.03.2015

Ex.W4: Photostat copy of RTI information furnished by the 2nd Respondent Dt:22.05.2015.

Ex.W5: Photostat copy of Original termination order.

Ex.W6: Photostat copy of representation of Petitioner evidence union to The RLC(C) dt: 090.09.2015.

Documents marked for the Respondent

NIL

नई दिल्ली, 9 जुलाई, 2026

का.आ. 1420.—औद्योगिक विवाद अधिनियम (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार, जनरल मैनेजर, मेसर्स आरआरवी फैसिलिटीज़, चेन्नई; डायरेक्टर, नेशनल इंस्टीट्यूट ऑफ़ टेक्नोलॉजी, तिरुचिरापल्ली के प्रबंधन के संबंधित नियोजकों और कर्मचारी श्री ब्रिटो, कर्मचारी के बीच औद्योगिक विवाद के बीच अनुबंध में निर्दिष्ट केन्द्रीय सरकार औद्योगिक अधिकरण- सह- श्रम न्यायालय, चेन्नई पंचाट(संदर्भ संख्या-115/2024) को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है।

[सं. एल-42025/07/2026/35-आईआर(डीयू)]

सलोनी, उप निदेशक

New Delhi, the 9th July, 2026

S.O. 1420.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. **115/2024**) of the **Central Government Industrial Tribunal cum Labour Court, Chennai** as shown in the Annexure, in the Industrial dispute between the employers in relation to **The General Manager, M/s RRV Facilities, Chennai, The Director, National Institute of Technology, Tiruchirappalli** and **Shri Britto**, workman.

[No. L-42025/07/2026/35-IR(DU)]

SALONI, Dy. Director

ANNEXURE

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

ID No. 115/2024

Present: SUSHIL KUMAR, PRESIDING OFFICER

Date: 23-02-2026

Shri Britto,

No.1/109, Matha Koil Street,

Vena Muthu Patti Kanagudi Post,

Kulathur Taluka, Pudukottai District,

Tamilnadu – 622 504

: 1st Party/Petitioner

AND

The General Manager,

M/s RRV Facilities,

Shop No.15, Yes Yes Arcade Complex,

No.66, MTH Road, Ambattur OT,

Chennai – 600 053.

: 2nd Party / 1st Respondent

The Director,

National Institute of Technology,

Tiruchirappalli – 620 015

: 2nd Party / 2nd Respondent

Appearance:

For the 1st Party/Petitioner

: None

For the Respondents

: None

AWARD

The Central Government, Ministry of Labour & Employment vide its Order No. 8(7)/2024/PDY/300098088/ADJ/A1, dated 03.12.2024 referred the following Industrial Dispute to this Tribunal for adjudication.

The schedule mentioned in that order is:

“Whether the applicant is justified in raising the industrial dispute over his termination against the management of NIT Tiruchirapalli (Principal Employer Management) and RRV Facilities (Contractor management) seeking reinstatement? If not, what relief the applicant is entitled to?”

ID 115/2024

2. Onreceipt of the above reference dated 03.12.2024 from the appropriate Government, the dispute was registered as ID No. 115/2024 and due notices were issued to both the parties for their appearance fixing the case to 19.02.2025. Neither the Petitioner nor any Counsel / Authorized Representative turned up resulting further adjournments to 14.05.2025, 14.07.2025, 01.09.2025, 27.10.2025 and 22.12.2025. The Petitioner did not turn up. It reveals from the body of reference that while the appropriate Govt. sent the reference dated 03.12.2024 to this Tribunal for adjudication, copies of the reference were sent to the Petitioner and all the opposite parties. It is therefore well presumed that both parties must have received the reference. Even then, in the interest of justice, the Petitioner was once again directed to appear and to file claim statement fixing the case to 23.02.2026. The Petitioner did not turn up nor was any authorized representative of the counsel on his behalf present. The claim statement was not furnished in any manner by the Petitioner. It reveals the Petitioner, despite of sufficient opportunity choose not to appear or to file claim statement and documents.

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

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

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

An Award is passed accordingly.

SUSHIL KUMAR-II, Presiding Officer

नई दिल्ली, 9 जुलाई, 2026

का.आ. 1421.—औद्योगिक विवाद अधिनियम (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार कार्यकारी निदेशक, भारत हेवी इलेक्ट्रिकल्स लिमिटेड, तिरुचिरापल्ली; सदस्य-सचिव, बीएचईएल कॉम्प्लेक्स कोऑपरेटिव लेबर कॉन्ट्रैक्ट सोसाइटी लिमिटेड, कैलाश पुरम, तिरुचिरापल्ली के प्रबंधतंत्र के संबद्ध नियोजकों और महासचिव, बीएचईएल एलसीएस एम्प्लॉइज प्रोग्रेसिव यूनियन, तिरुचिरापल्ली कर्मचारी के बीच अनुबंध में निर्दिष्ट केन्द्रीय सरकार औद्योगिक अधिकरण- सह- श्रम न्यायालय, चेन्नई पंचाट(संदर्भ संख्या-69/2024) को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है।

[सं. एल-42025/07/2026/36-आईआर(डीयू)]

सलोनी, उप निदेशक

New Delhi, the 9th July, 2026

S.O. 1421.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 69/2024) of the **Central Government Industrial Tribunal cum Labour Court, Chennai** as shown in the Annexure, in the Industrial dispute between the employers in relation to **the Executive Director, Bharat Heavy Electricals Limited, Tiruchirappalli**, **The Member-Secretary BHEL Complex Co-operative Labour Contract Society Ltd., Kailas Puram, Tiruchirappalli** and **The General Secretary, BHEL LCS Employees Progressive Union, Tiruchirappalli**, workman.

[No. L-42025/07/2026/36-IR(DU)]

SALONI, Dy. Director

ANNEXURE

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

ID No. 69/2024

Present: SUSHIL KUMAR, PRESIDING OFFICER

Date: 02-02-2026

The General Secretary,

BHEL LCS Employees Progressive Union,

2/108/3E, Ezhil Nagar,

Tiruchirapalli – 620 013 : 1st Party/Petitioner

AND

1.The Executive Director,

Bharat Heavy Electricals Limited,

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

2.The Member-Secretary,

BHEL Complex Co-operative Labour

Contract Society Ltd.,

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

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

3.The Administrator,

BHEL Complex Co-operative Labour

Contract Society Ltd.,

Sub-Registrar of Co-operative Societies,

Khaja Malai Colony, Mannarpuram,

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

Appearance:

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

ID No.69/2024**AWARD**

The Central Government, Ministry of Labour & Employment vide its Order No. 8/14/2023/B4/300084304/ADJ/A1, dated 11.09.2024 referred the following Industrial Dispute to this Tribunal for adjudication.

The schedule mentioned in that order is:

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

2. On receipt of the above reference dated 11.09.2024 from the appropriate Government, the dispute was registered as ID No. 69/2024 and due notices were issued to both the parties for their appearance fixing the case to 17.12.2024. Neither the Petitioner nor any Counsel / Authorized Representative turned up resulting further adjournments to 18.02.2025, 13.05.2025, 04.07.2025, 28.08.2025, 23.10.2025 and 04.12.2025. The Petitioner did not turn up whereas the Respondent No.1 filed Vakalat Nama. It reveals from the body of reference that while the appropriate Govt. sent the reference dated 11.09.2024 to this Tribunal for adjudication, copies of the reference were sent to the Petitioner and all the opposite parties. It is therefore well presumed that both parties must have received the reference. Even then, in the interest of justice, the Petitioner was once again directed to appear and to file claim statement fixing the case to 02.02.2026. The Petitioner did not turn up nor was any authorized representative of the counsel on his behalf present. The claim statement was not furnished in any manner by the Petitioner. The Respondent No.1 is present. It reveals the Petitioner, despite of sufficient opportunity choose not to appear or to file claim statement and documents.

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

ID 69/2024

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

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

An Award is passed accordingly.

SUSHIL KUMAR-II, Presiding Officer

नई दिल्ली, 9 जुलाई, 2026

का.आ. 1422.—औद्योगिक विवाद अधिनियम (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार मैनेजमेंट, पोस्ट ऑफिस के प्रबंधन के संबंध में नियोजकों और उनके कर्मचारियों के बीच अनुबंध में निर्दिष्ट केन्द्रीय सरकार औद्योगिक अधिकरण- सह- श्रम न्यायालय, धनबाद पंचाट(संदर्भ संख्या-49/2014) को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है।

[सं. एल-40012/10/2014-आईआर(डीयू)]

सलोनी, उप निदेशक

New Delhi, the 9th July, 2026

S.O. 1422.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 49/2014) of the **Central Government Industrial Tribunal cum Labour Court, Dhanbad** as shown in the Annexure, in the Industrial dispute between the employers in relation to **Management of Post Offices, Patna and Their Workman**.

[No. L-40012/10/2014-IR(DU)]

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. 49/2014

Parties:

Employer in relation to the management of Post Offices, Bihar

Circle, Patna

AND

Their Workman

Present: Shri Sachindra Kumar Pandey

Presiding Officer

Appearances:

For the Employers :- Sri Prem Kumar, ASP. (H.Q)

For the workman :- None.

State : Jharkhand.

Industry:-Post Office

Dated 06/02/2026

AWARD

In exercise of powers conferred under clause (d) of sub-section (1) and sub –section (2A) of Section 10 of the Industrial Disputes Act, 1947 (14 of 1947), Government Of India through the Ministry of Labour, vide its Order No.L-40012/10/2014 (IR(DU)) dated 08/05/2014 has been pleased to refer the following dispute between the employer i.e. management of Post Offices, Bihar Circle, Patna and their workman Sri Alfred Paul Toppoo for adjudication by this Tribunal:

SCHEDULE

“Whether the action of the management of Director Postal Accounts Patna to terminate the service w.e.f. 07/06/2013 of Shri Alfred Paul Toppoo workman when he demanded for regularization is valid? If not what relief the workman is entitled for?”

2. This case is taken through Special Campaign organized by Ministry of Labour & Employment, Govt. of India for disposal of pending cases.
3. On receiving order no. L-40012/10/2014 (IR(DU)) dated 08/05/2014 Government of India, Ministry of Labour, New Delhi for adjudication of the dispute, Reference case no. 49 of 2014 was registered on 23.05.2014 and thereafter the notices were sent to the parties with a direction to appear and submit their written statements along with relevant documents and witnesses in support of their claims.
4. After receipt of the reference on 23.05.2014, this case was put up after a long gap on 28.12.2021 and regd. notices were issued to both the parties but neither the workman nor the management appeared before this Tribunal. Thereafter on 02.01.2026 regd. notice was again issued to workman but he failed to appear. Thereafter on 06.02.2026 Sri Prem Kumar, ASP (H.Q) for the management appeared and submitted that workman is absent since beginning in this case so case may be closed.
5. On perusal of the entire case record it transpires that workman/union never appeared before this Tribunal since beginning which shows that he has lost his interest in this case and therefore, for the ends of justice, this case deserves to be dismissed for non prosecution.
6. Hence,

ORDERED

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

SACHINDRA KUMAR PANDEY, Presiding Officer

नई दिल्ली, 9 जुलाई, 2026

का.आ. 1423.—औद्योगिक विवाद अधिनियम (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार, मेसर्स रिलायंस नेक्स्टलिनक प्राइवेट लिमिटेड, रांची के प्रबंधन के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मचारियों के बीच औद्योगिक विवाद अनुबंध में निर्दिष्ट केन्द्रीय सरकार औद्योगिक अधिकरण- सह- श्रम न्यायालय, धनबाद पंचाट (संदर्भ संख्या-37/2014) को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है।

[सं. एल-40011/44/2013-आईआर(डीयू)]

सलोनी, उप निदेशक

New Delhi, the 9th July, 2026

S.O. 1423.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 37/2014) of the **Central Government Industrial Tribunal cum Labour Court, Dhanbad** as shown in the Annexure, in the Industrial dispute between the employers in relation to **the management of M/s Reliance Nextlink Pvt. Ltd., Ranchi** and Their Workman.

[No. L-40011/44/2013-IR(DU)]

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. 37/2014**Parties:**

Employers in relation to the management of M/s Reliance Nextlink

Pvt. Ltd., Mumbai/M/s. Reliance Communication Ltd., Ranchi

AND

Their Workman

Present: Shri Sachindra Kumar Pandey

Presiding Officer

Appearances:

For the Employers :- None.

For the workman :- None.

State : Bihar

Industry:-Telecomm

Dated 03/02/2026

AWARD

In exercise of powers conferred under clause (d) of sub-section (1) and sub –section (2A) of Section 10 of the Industrial Disputes Act, 1947 (14 of 1947), Government Of India through the Ministry of Labour, vide its Order No.L-40011/44/2013-IR(DU) dated 18/03/2014 has been pleased to refer the following dispute between the employer i.e. management of M/s. Reliance Nextlink Pvt. Ltd./M/s. Reliance Communication Ltd. and their workman through District Secretary, All India Central Council of Trade Unions (AICCTU), Muzaffarpur for adjudication by this Tribunal:

SCHEDULE

“Whether the action of the management of reliance communication Ltd/reliance nextlink pvt ltd over the matter of termination of Shri Manoj Kumar from services is legal and justified? If not, what relief the workman is entitled to?”

2. On receiving order no. L-40011/44/2013-IR(DU) dated 18/03/2014 Government of India, Ministry of Labour, New Delhi for adjudication of the dispute, Reference case no. 37 of 2014 was registered on 28.03.2014 and thereafter the notices were sent to the parties with a direction to appear and submit their written statements along with relevant documents and witnesses in support of their claims.

3. After issuance of regd. notice, none appeared on behalf of both the parties. It further transpires from the case record, when the case record was put up after a long gap on 28.12.2021, registered notices were sent to both the parties but even thereafter no step was taken from both sides and the notice of the H.R. Head for the management returned with endorsement “Left”. Thereafter again regd. notices were issued to both the parties on 20.06.2025 and both the notices were returned with endorsement “Left”.

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

5. Hence,

ORDERED

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

SACHINDRA KUMAR PANDEY, Presiding Officer

नई दिल्ली, 9 जुलाई, 2026

का.आ. 1424.—औद्योगिक विवाद अधिनियम (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार भारत संघ, मुख्य आयुक्त सीमा शुल्क, सीजीएसटी और सीईएक्स, केन्द्रीय उत्पाद शुल्क और सीमा शुल्क, गुवाहाटी और सहायक आयुक्त (पी एंड वी), सीजीएसटी और सीईएक्स डिवीज़न-II, अगरतला के बीच औद्योगिक विवाद अनुबंध में निर्दिष्ट और श्री सुभाष भट्टाचारजी कर्मचारी केन्द्रीय सरकार औद्योगिक अधिकरण-सह-श्रम न्यायालय, गुवाहाटी पंचाट(संदर्भ संख्या-12/2024) को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है।

[सं. एल-42025/07/2026/32-आईआर(डीयू)]

सलोनी, उप निदेशक

New Delhi, the 9th July, 2026

S.O. 1424.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 12/2024) 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 **The Chief Commissioner Customs, CGST & CX, Central Excise & Custom, Guwahati & the Assistant Commissioner (P & V), CGST & CEX Div-II, Agartala and Sri Subhash Bhattacharjee Workman.**

[No. L-42025/07/2026/32-IR(DU)]

SALONI, Dy. Director

ANNEXURE

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

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

REFERENCE CASE NO. 12 of 2024.

PARTIES: Sri Subhash Bhattacharjee, Karimganj, Assam. **Workman/Applicant.**

-Vrs-

The Chief Commissioner Customs, CGST & CX, Central Excise & Custom, Guwahati & the Assistant Commissioner (P & V), CGST & CEX Div-II, Agartala.

.....**OP/Management.**

REPRESENTATIVES:

For the Workman : None.
For the Management. : Mr. S.C. Keyal, Sr. Advocate.
Mr. Kaushik Jain, learned Advocates
INDUSTRY : CGST
STATE : Assam.
Date of Award : 02-02-2026.

AWARD

Case is fixed up today in Special Campaign for appearance and filing Claim Statement by the workman, as last chance. Notice was issued to the workman under Speed post informing them that the case is fixed up today i.e. 02-02-2026. As per last order dated 11-12-2025, fresh notice was issued to the workman and as per the postal track consignment, notice was delivered to the workman on 06-01-2026 but today also the workman is remained absent till 4.00 p.m. Today the Management is also absent.

In exercise of powers conferred under clause (d) of sub-section (1) and sub-section (2A) of Section 10 of the Industrial Disputes Act, 1947 (14 of 1947), the Government of India through the Deputy Chief Labour Commissioner (Central), Guwahati, Ministry of Labour and Employment, referred the scheduled dispute to this CGIT-Cum-Labour Court, Guwahati by issued Order No. **GHY-781016/07/2024-Dy.CLC(C)** dated 17-12-2024 for adjudication.

SCHEDULE

“Whether the action of the Chief Commissioner CGST & Central Excise & Custom, Guwahati GST Bhawan, 5th floor, Kedar Road, Guwahati-781001 in not regularizing the service of Shri Subhash Bhattacharjee, Casual/Farash Worker even after completing 24 years of service is legal and justified ? If not to what relief the workman is entitled?”

On receiving Order No. **GHY-781016/07/2024-Dy.CLC(C)** dated 17-12-2024 from the Office of the Deputy Chief Labour Commissioner (Central), Guwahati **Reference case No. 12 of 2024** was registered on 23-12-2024 and an order was passed issuing notice to the parties through registered post, directing them to appear and submit their written statements along with relevant documents in support of their claims and a list of witnesses.

On perusal of the case record it reveals that since 10-03-2025 the workman remains absent on six consecutive dates including today, when the case is fixed up during special campaign for disposal. Thus, it is crystal clear that the workman is not inclined to proceed with the case for which he has not taken any steps.

Considering the materials in the record, it appears that the workman is not inclined to pursue this case. He has not even submitted Written Statement in more than one year. The Industrial Dispute is therefore disposed of without any relief. Let a no relief award be drawn up.

ORDERED

The Industrial dispute is dismissed. Let a no relief Award be drawn up. Copies of the Award in duplicate be sent to the appropriate Government as per procedure.

INDIRA BARMAN, Presiding Officer

नई दिल्ली, 9 जुलाई, 2026

का.आ. 1425.—औद्योगिक विवाद अधिनियम (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार, मुख्य आयुक्त कस्टम्स, सीजीएसटी और सीईएक्स, सेंट्रल एक्साइज़ और कस्टम, गुवाहाटी और उप-आयुक्त, कस्टम्स, करीमगंज और श्री मृदुल दास के बीच औद्योगिक विवाद अनुबंध में निर्दिष्ट, केन्द्रीय सरकार औद्योगिक अधिकरण- सह-श्रम न्यायालय, गुवाहाटी पंचाट(संदर्भ संख्या-10/2024) को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है।

[सं. एल-42025/07/2026/31-आईआर(डीयू)]

सलोनी, उप निदेशक

New Delhi, the 9th July, 2026

S.O. 1425.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 10/2024) of the **Central Government Industrial Tribunal cum Labour Court, Guwahati** as shown in the Annexure, **The Chief Commissioner Customs, CGST & CX, Central Excise & Custom, Guwahati & the Deputy Commissioner Customs, Karimganj and Sri Mridul Das, Workman.**

[No. L-42025/07/2026/31-IR(DU)]

SALONI, Dy. Director

ANNEXURE

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

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

REFERENCE CASE NO. 10 of 2024

PARTIES: Sri Mridul Das, Karimganj, Assam. **Workman/Applicant.**

-Vrs-

The Chief Commissioner Customs, CGST & CX, Central Excise & Custom, Guwahati & the Deputy Commissioner Customs, Karimganj.**OP/Management.**

REPRESENTATIVES:

For the Workman : None.
For the Management. : Mr. S.C. Keyal, Sr. Advocate.
Mr. Kaushik Jain, learned Advocates

INDUSTRY : CGST
STATE : Assam.
Date of Award : 02-02-2026.

AWARD

Case is fixed up today in Special Campaign for appearance and filing Claim Statement by the workman, as last chance. Notice was issued to the workman under Speed post informing them that the case is fixed up today i.e. 02-02-2026. As per last order dated 11-12-2025, fresh notice was issued to the workman and as per the postal track consignment, notice was delivered to the workman on 05-01-2026 but today also the workman is remained absent till 4.20 p.m. Today the Management is also absent.

In exercise of powers conferred under clause (d) of sub-section (1) and sub-section (2A) of Section 10 of the Industrial Disputes Act, 1947 (14 of 1947), the Government of India through the Deputy Chief Labour Commissioner (Central), Guwahati, Ministry of Labour and Employment, referred the scheduled dispute to this CGIT-Cum-Labour Court, Guwahati by issued Order No. **GHY-781016/05/2024-Dy.CLC(C)** dated 17-12-2024 for adjudication.

SCHEDULE

“Whether the action of the Chief Commissioner CGST & Central Excise & Custom, Guwahati GST Bhawan, 5th floor, Kedar Road, Guwahati-781001 in not regularizing the service of Shri Mridul Das Casual/Farash Worker even after completing 26 years of service is legal and justified ? If not to what relief the workman is entitled to?”

On receiving Order No. **GHY-781016/05/2024-Dy.CLC(C)** dated 17-12-2024 from the Office of the Deputy Chief Labour Commissioner (Central), Guwahati **Reference case No. 10 of 2024** was registered on 23-12-2024 and an order was passed issuing notice to the parties through registered post, directing them to appear and submit their written statements along with relevant documents in support of their claims and a list of witnesses.

On perusal of the case record, it reveals that since 12-03-2025 the workman remains absent on six consecutive dates including today, when the case is fixed up during special campaign for disposal. Thus, it is crystal clear that the workman is not inclined to proceed with the case for which he has not taken any steps.

Considering the materials in the record, it appears that the workman is not inclined to pursue this case. He has not even submitted Written Statement in more than one year. The Industrial Dispute is therefore disposed of without any relief. Let a no relief award be drawn up.

ORDERED

The Industrial dispute is dismissed. Let a no relief Award be drawn up. Copies of the Award in duplicate be sent to the appropriate Government as per procedure.

INDIRA BARMAN, Presiding Officer

नई दिल्ली, 9 जुलाई, 2026

का.आ. 1426.—औद्योगिक विवाद अधिनियम (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार, प्रबंधन, केन्द्रीय जल आयोग, मध्य ब्रह्मपुत्र डिवीज़न, गुवाहाटी; प्रोपराइटर, मेसर्स बिपिसिरी, गुवाहाटी और श्रीमती जानकी बासफोर, कर्मचारी के बीच औद्योगिक विवाद अनुबंध में निर्दिष्ट केन्द्रीय सरकार औद्योगिक अधिकरण- सह- श्रम न्यायालय, गुवाहाटी पंचाट (संदर्भ संख्या- **03/2021**) को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है।

[सं. एल-42025/07/2026/33-आईआर(डीयू)]

सलोनी, उप निदेशक

New Delhi, the 9th July, 2026

S.O. 1426.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 03/2021) 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 **The Management, Central Water Commission, Middle Brahmaputra Division, Guwahati; the Proprietor, M/S BIPICIRI, Bharalumukh, Guwahati and Smt. Janaki Basfore, Workman.**

[No. L-42025/07/2026/33-IR(DU)]

SALONI, Dy. Director

ANNEXURE

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

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

REFERENCE CASE NO. 03 of 2021

PARTIES: Smt. Janaki Basfore, New Goshala, Railway Qtr. No.298/D, Maligaon,
Near Nepali Mandir, Guwahati-781011. **Workman/Applicant.**

-Vrs-

The Management, Central Water Commission, Middle Brahmaputra Division, CWC Complex, Behind Adabari Bus stand, PO- Guwahati University, Guwahati-781014 and the Proprietor, M/S BIPICIRI, PNGB Road, Santipur, Bharalumukh, Guwahati-781009.
....OP/Management

For the Workman : Mr. Raja Sarkar, Ld. Advocate.

For the Management. : Mr. Hareesh Gupta, Ld. Advocate.

For the Contractor : None

INDUSTRY : Central Water Commission.

STATE : Assam.

Date of Award : 03-02-2026.

AWARD

In exercise of powers conferred under clause (d) of sub-section (1) and sub-section (2A) of Section 10 of the Industrial Disputes Act, 1947 (14 of 1947), the Government of India, Ministry of Labour and Employment has referred the schedule dispute to this Tribunal through the Deputy Chief Labour Commissioner (Central), Guwahati, by Order No. **G/R. 8(03)/2021-CGIT** dated 01-02-2021 for adjudication.

SCHEDULE

1. “Whether the action of the Central water commission (CWC), Guwahati and their contractor M/s BIPICIRI, Guwahati in terminating the services of Smt. Janaki Basfore, Ex-Casual Labour (workman) of CWC, New Goshala, Maligaon, Guwahati is legal and justified without compliance of Section 25F of I.D Act. 1947.

2. Whether the action of the CWC in changing the service condition of the workman from casual labour to contractual labour in the year 2019 after putting continuous service since 2006 is legal and justified in violation of Section 9A of the I.D Act 1947?

3. Whether the demand of workman/casual labour for payment of wages @ 1/ 30th of the pay at minimum of the pay scale as applicable to the regular employee of CWC is legal and justified? If not, what relief he is entitled to and from which date?

On receiving Order No. G/R. 8(03)/2021-CGIT dated 01-02-2021 from the Office of the Deputy Chief Labour Commissioner (Central), Guwahati **Reference case No. 03 of 2021** was registered on 02-02-2021 and an order was passed issuing notice to the parties, directing them to appear and submit their written statements along with relevant documents in support of their claims and a list of witnesses.

The Claim Statement has been filed by Smt. Janaki Basfore on 10-08-2021. The Management of Central Water Commission, (CWC), Middle Brahmaputra Division, Guwahati filed their Written Statement through Executive Engineer on 11-04-2022 but the same was incorporated in the record on 27-07-2022.

The fact of the case according to the claim statement of the workman is that the workman, a casual worker of the Central Water Commission, (CWC) Middle

AWARD

In exercise of powers conferred under clause (d) of sub-section (1) and sub-section (2A) of Section 10 of the Industrial Disputes Act, 1947 (14 of 1947), the Government of India, Ministry of Labour and Employment has referred the schedule dispute to this Tribunal through the Deputy Chief Labour Commissioner (Central), Guwahati, by Order No. **G/R. 8(03)/2021-CGIT** dated 01-02-2021 for adjudication.

SCHEDULE

1. “Whether the action of the Central water commission (CWC), Guwahati and their contractor M/s BIPICIRI, Guwahati in terminating the services of Smt. Janaki Basfore, Ex-Casual Labour (workman) of CWC, New Goshala, Maligaon, Guwahati is legal and justified without compliance of Section 25F of I.D Act. 1947.

2. Whether the action of the CWC in changing the service condition of the workman from casual labour to contractual labour in the year 2019 after putting continuous service since 2006 is legal and justified in violation of Section 9A of the I.D Act 1947?

3. Whether the demand of workman/casual labour for payment of wages @ 1/ 30th of the pay at minimum of the pay scale as applicable to the regular employee of CWC is legal and justified? If not, what relief he is entitled to and from which date?

The Claim Statement has been filed by Smt. Janaki Basfore on 10-08-2021. The Management of Central Water Commission, (CWC), Middle Brahmaputra Division, Guwahati filed their Written Statement through Executive Engineer on 11-04-2022 but the same was incorporated in the record on 27-07-2022.

The fact of the case according to the claim statement of the workman is that the workman, a casual worker of the Central Water Commission, (CWC) Middle Brahmaputra Division, Guwahati raised an Industrial Dispute against the Management of Central Water Commission, (CWC) Middle Brahmaputra Division, Guwahati for illegal termination from service and non-payment of arrear salary as well as current salary. It is stated that the workman was engaged as a casual Sweeper/Cleaner from 01-05-2006 to 24-06-2019 by the Central Water Commission, Middle Brahmaputra Division, Guwahati and she was thereafter engaged through Contractor firm namely M/S Challenger Detective, New Delhi w.e.f. 25-06-2019. It is stated that such engagement through a contractor firm was a paper arrangement only. The workman further stated that on 24-03-2020 lockdown was declared by the Government of Assam and CWC, Guwahati informed the workman not to come to office during lockdown period. When she went to attend her duty on 16-04-2020, the Management of CWC, Guwahati informed her that her service had been terminated due to expiry of contract period of the Contractor. It is further stated that the contract of conservancy and sweeping/cleaning work was given to M/S BIPICIRI, Guwahati on 15-07-2020 for supply of contract workers and they supplied new workers in place of old workers who did not get any job opportunity. It is submitted that due to her long span of service, she is entitled to have her daily wages as 1/30th of the pay of the minimum scale as paid to the regular employee. It is submitted that termination of service of Smt. Janaki Basfore is neither legal nor justified without providing retracement compensation under section 25F of Industrial Dispute Act, 1947. The workman also raised objection for change of her service condition from casual labour to a contractual labour. The workman has prayed for her reinstatement in service with all incidental benefits.

Management of CWC contested the case by filing Written Statement, contending inter alia that the workman is a casual worker appointed from time to time. In the year 2019-2020 the Management floated contract through Government-e-Market (GeM) for outsourcing of four number of staff. M/S Challenger Detective, New Delhi was the lowest bidder and contract was awarded to the contractor firm for one year w.e.f. 24-06-2019 to 01-04-2020. It is stated that due to Covid pandemic, lockdown was declared from 25-03-2020 and the contract period expired on 01-04-2020, hence, the question of termination of the workman does not arise and Section 25F does not confer any right to the employee for her reinstatement and regularization of service.

In the written statement, management further submitted that in respect of change of service condition of the workman, Section 9A of Industrial Dispute Act is applicable to workman in matters specified in the Fourth Schedule of the Act. According to the Management, workman was engaged under the Contractor firm from 24-06-2019 to 01-04-2020. After completion of the specified period fresh tender was issued and the claim regarding change of service condition of the petitioner was not applicable after expiry of period of contract.

The Management of Central Water Commission, Middle Brahmaputra Division, Guwahati further contended that the workman was never given the status of casual worker and as such the demand for payment for 1/30th of pay at minimum pay scale as applicable to regular employees is not attracted to contractual employees. Management accordingly prayed for dismissal of the Industrial Dispute.

Smt. Janaki Basfore filed her evidence-in-chief in support of her case wherein she stated that she joined her service on 01-04-2006 and she was terminated from service on 02-05-2020 without any reason

or notice. In her evidence on affidavit, she stated that her last drawn salary of Rs.8,105/- was credited to her Saving Bank Account No.35127405960 with State Bank of India, Pandu Port Branch, Guwahati. As per order dated 16-06-2025, the witness cannot be cross examined as she was unable to recollect the dates of her induction in employment and termination.

Case is fixed up today during special campaign for disposal of old cases.

As per last order dated 23-12-2025, fresh notices were issued to the parties under Speed post informing them that the case is fixed up today i.e. 03-02-2026. The Management is appeared through Mr. Amit Kurdia, Assistant Executive Engineer, Central Water Commission, Guwahati along with their engaged learned Advocate Mr. H. Gupta. Notice sent to Smt. Janaki Basfore has been returned unserved with postal report "No such person in this addressee". Ex-parte order was already passed vide order dated 04-03-2021 against the O.P. No.2 M/s BIPICIRI, Guwahati the Contractor.

Record reveals that after filing evidence by the workman on 16.06.2025, the case was fixed up for cross examination of workman witness on several dates, but the workman did not appear. In this case the workman filed her evidence on affidavit but unable to recollect her date of joining as well as date of termination for which she was not cross examined.

Considering the materials in the record, it appears to me that ample opportunity has been provided to the workman but she did not turn up. It is thus, abundantly clear that the workman is not interested to go ahead with the proceeding. She even did not appear for cross examination. As such her evidence-in-chief on affidavit cannot be considered. In the above, I find that the workman failed to establish her case. The Industrial Dispute is therefore disposed of without any relief. Let a no relief award be drawn up.

ORDERED

The Industrial dispute is dismissed. Let a no relief Award be drawn up. Copies of the Award in duplicate be sent to the appropriate Government, as per procedure.

INDIRA BARMAN, Presiding Officer

नई दिल्ली, 9 जुलाई, 2026

का.आ. 1427.—औद्योगिक विवाद अधिनियम (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार, निदेशक, नेशनल रिसर्च लेबोरेटरी फॉर कंजर्वेशन ऑफ़ कल्चरल प्रॉपर्टी, अलीगंज, लखनऊ; प्रोपराइटर, मेसर्स वी.के. सिंह कंस्ट्रक्शन कंपनी, पंजाब; निदेशक, मेसर्स विजिलेंट कॉर्पोरेट सर्विसेज़, गुडगांव के प्रबंधन के संबंध में नियोजकों और श्री उमेश गुप्ता, कर्मचारी के बीच औद्योगिक विवाद अनुबंध में निर्दिष्ट केन्द्रीय सरकार औद्योगिक अधिकरण- सह- श्रम न्यायालय, लखनऊ पंचाट(संदर्भ संख्या-21/2021) को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है।

[सं. एल-42025/07/2026/48-आईआर(डीयू)]

सलोनी, उप निदेशक

New Delhi, the 9th July, 2026

S.O. 1427.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 21/2021) of the **Central Government Industrial Tribunal cum Labour Court, Lucknow** as shown in the Annexure, in the Industrial dispute between the employers in relation to the **The Director, National Research Laboratory for Conservation of Cultural Property, Aliganj, Lucknow, The Proprietor, M/s V.K.Singh Construction Company, Punjab, The Director, M/s Vigilant Corporate Services, Gurgaon. and Shri Umesh Gupta, workman.**

[No. L-42025/07/2026/48-IR(DU)]

SALONI, Dy. Director

ANNEXURE**CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, LUCKNOW****PRESENT****JUSTICE ANIL KUMAR****PRESIDING OFFICER****I.D. No. 21/2021****Ref. No. K-10/1-16/2020-IR dated: 02.02.2021****BETWEEN**

Shri Umesh Gupta S/o Shri Ram Prasad Gupta

R/o H.N. 289, Aziz Nagar Colony, Mohibullapur, Near Balnikunj Inter College, Sitapur Road,
Lucknow - 226021**AND**

1. The Director, National Research Laboratory for Conservation of Cultural Property, Sector E-3, Aliganj, Lucknow-226024.
2. The Proprietor, M/s V.K.Singh Construction Company, 20-M.S. Enclave Part 1, Khakoli Zirakpur, SAS Nagar, Punjab-160104. (constructionvk@gmail.com)
3. The Director, M/s Vigilant Corporate Services, Jeetram Complex, M.G.Road, Sukhrali, Gurgaon. (Haryana) (info@vigilantcorporateservices.com).

AWARD

By order No. K-10/1-16/2020-IR dated: 02.02.2021 the present industrial dispute has been referred for adjudication in exercise of the powers conferred by clause (d) of sub-section (1) and sub-section (2A) of Section 10 the Industrial Disputes Act, 1947 (14 of 1947) by the Central Government, with following schedule:

"Whether the action of management of M/s V.K.Singh Construction Company, a contractor of National Research Laboratory for Conservation of Cultural Property, Lucknow in terminating the services of S/Shri Umesh Gupta S/O Shri Ram Prasad Gupta, Ram Sagar S/O Shri Shaligram, Ramu S/O Late Jagrup, Santosh Kumar S/O Late Suresh Ram and Virendra Yadav S/O Shri Sant Ram, Contract Worker w.e.f. 24.02.2020 from Security and Housekeeping work of National Research Laboratory for Conservation of Cultural Property, Lucknow without following the provisions of Section 25 F of L.D. Act, 1947, is Legal and justified? If not, to what relief the workman is entitled to and from which date?"

Accordingly, an industrial dispute No. 21/2021 has been registered.

On 05.04.2021 claimant filed claim statement with following prayer:

"This Hon'ble Tribunal may kindly be pleased to pass an award against the respondent to reinstate the workman-applicant with full back wages with effect from the date of termination of his services i.e. 25-02-2020 along-with the benefits of EPF/ESI and an interest @18% per annum from the date it was due till the date of its payment.

ii. To award the cost incurred in litigation before Learned Regional Labour Commissioner (Central), Lucknow as well as before this Hon'ble Tribunal in favour of applicant against the respondents.

iii. To pass such other orders which are found just fit and proper under the circumstances of the case.”

On 06.07.2022 behalf of the respondent statement of defence was filed.

Thereafter, workman filed rejoinder affidavit on 27.03.2023 and evidence in support of his case vide affidavit dated 29.10.2022.

After filing of the evidence on affidavit, in spite of several opportunities given to workman, he did not turn up for his cross-examination.

In spite of notice to the workman that matter shall proceed ex-parte, none appeared on behalf of workman.

Accordingly heard learned counsel for respondent, Sri Banwari Lal and gone through the records.

It is clearly established that claimant/workman has filed evidence on affidavit in support of his case; but in spite of several opportunities did not turn up for her cross-examination by the respondent on evidence filed by him on affidavit in support of his case.

Thus, it is a case of no evidence from the side of workman/claimant in support of his case, once he has not been cross-examined by the respondent.

Keeping, in view of the above said facts as well as the law as laid by the Hon'ble High Court in the case of **V. K. Raj Industries v. Labour Court (1) and others 1981 (29) FLR 194** as under:

“It is well settled that if a party challenges the legality of an order, the burden lies upon him to prove illegality of the order and if no evidence is produced the party invoking jurisdiction of the Court must fail. Whenever a workman raises a dispute challenging the validity of the termination of service if is imperative for him to file written statement before the Industrial Court setting out grounds on which the order is challenged and he must also produce evidence to prove his case. If the workman fails to appear or to file written statement or produce evidence, the dispute referred by the State Government cannot be answered in favour of the workman and he would not be entitled to any relief.”

In the case of **M/s Uptron Powertronics Employees' Union, Ghaziabad through its Secretary v. Presiding Officer, Labour Court (II), Ghaziabad and others 2008 (118) FLR 1164** Hon'ble Allahabad High Court has held as under:

“The law has been settled by the Apex Court in case of Shanker Chakravarti v. Britannia Biscuit Co. Ltd., V.K. Raj Industries v. Labour Court and Ors., Airtech Private Limited v. State of U.P. and Ors. 1984 (49) FLR 38 and Meritech India Ltd. v. State of U.P. and Ors. 1996 FLR that in the absence of any evidence led by or on behalf of the workman the reference is bound to be answered by the court against the workman. In such a situation it is not necessary for the employers to lead any evidence at all. The obligation to lead evidence to establish an allegation made by a party is on the party making the allegation. The test would be, who would fail if no evidence is led.”

And by the Hon'ble Allahabad High Court in the case of **District Administrative Committee, U.P. P.A.C.C.S.C. Services v. Secretary-cum-G.M. District Co-operative Bank Ltd. 2010 (126) FLR 519;** wherein it has been held as under:

“The submission is that even if the petitioner failed to lead the evidence, burden was on the shoulders of the respondent to prove the termination order as illegal. He was required to lead evidence first which he failed. A perusal of the impugned award also does not show that any evidence either oral or documentary was led by the respondent. In the case of no evidence, the reference has to be dismissed.”

As the workman did not turn up for cross-examination, after submitting his evidence in support of his case, filed on affidavit (examination-in-chief), so it is a case of no evidence filed on behalf of workman in support of case set up by him, liable to be dismissed.

For the foregoing reasons, the case is dismissed and; and the workman is not entitled for any relief.

Award as above.

05th February, 2026.

JUSTICE ANIL KUMAR, Presiding Officer

नई दिल्ली, 9 जुलाई, 2026

का.आ. 1428.—औद्योगिक विवाद अधिनियम (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार, मुख्य कार्यकारी अधिकारी, हिंदुस्तान एयरोनॉटिक्स लिमिटेड, एक्सेसरीज़ डिवीज़न; महाप्रबंधक, हिंदुस्तान एयरोनॉटिक्स लिमिटेड, एक्सेसरीज़ डिवीज़न के प्रबंधन के संबद्ध नियोजकों और श्री लक्ष्मी नारायण मिश्रा, कर्मचारी के बीच औद्योगिक विवाद अनुबंध में निर्दिष्ट केन्द्रीय सरकार औद्योगिक अधिकरण- सह- श्रम न्यायालय, लखनऊ पंचाट(संदर्भ संख्या-15/2021) को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है।

[सं. एल-42025/07/2026/49-आईआर(डीयू)]

सलोनी, उप निदेशक

New Delhi, the 9th July, 2026

S.O. 1428.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 15/2021) of the **Central Government Industrial Tribunal cum Labour Court, Lucknow** as shown in the Annexure, in the Industrial dispute between the employers in relation to the **Chief Executive Officer, Hindustan Aeronautics Ltd. Accessories Division, General Manager, Hindustan Aeronautics Ltd. Accessories Division and Sh. Laxmi Narayan Mishra, workman.**

[No. L-42025/07/2026/49-IR(DU)]

SALONI, Dy. Director

ANNEXURE

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, LUCKNOW

I.D. No. 15/2021

Laxmi Narayan Mishra,

S/o Late Nand Kishore Mishra,

Badi Jugauli, Gomti Nagar,

Lucknow (U.P.).

.....Claimant

Versus**1- Chief Executive Officer (C.E.O)**

Hindustan Aeronautics Ltd.

Accessories Division Lucknow

Division (Faizabad Road)

2- General Manager (GM)

Hindustan Aeronautics Ltd.

Accessories Division Lucknow

Division (Faizabad Road).

.....**Respondents**

AWARD

Heard Shri CP Singh learned counsel for workman

Shri Adharsh Jagdhari learned counsel for respondent, perused the record.

FACTS OF THE CASE

Shri Laxmi Narayan Mishra filed his statement of claim u/s 2A of the Industrial Dispute Act (here an after referred as Act), in facts are stated in his claim petition are as under:-

That Claimant/Laxmi Narayan Mishra was initially engaged as daily worker with respondent/Hindustan Aeronautics Limited, Lucknow Mandal, Faizabad Road (IMM Deptt), in the said capacity he worked up till April 2011.

Thereafter respondent engaged him in the capacity of casual employer through a contractor in respect to the work available in HAL, as per the contract entered between HAL and Contractor, in the said capacity he worked up till 22.09.2017.

On 22.09.2017, his services were retrenched/terminated and as per his case the same was done without following the provision as provided u/s 25F of the Act.

Accordingly it is prayed by him that order of retrenchment may be set-aside and he may be reinstated back in his services with all constitutional benefits.

On behalf of respondent written statement has been filed on 29.10.2022, in which the objections were taken, held as under:-

1. The present claim has been preferred by the workman under section 2(A) of the Industrial Disputes Act which provides "Where any employer discharges, dismisses, retrenches or otherwise terminates the services of an individual workman, any dispute or difference between that workman and his employer connected with, or arising out of, such discharge, dismissal, retrenchment or termination shall be deemed to be an industrial dispute".

2. Under the Industrial Disputes Act, 1947, an industrial dispute is ad-judicable only between the workmen and his employer whereas in the present case, applicant/ workman cannot in any circumstances be treated as the employee of the establishment within the meaning of Industrial Disputes Act as there is no relationship of master and servant between the workman and the answering opposite party. Workman himself has admitted that he has worked under various contractors from time to time.

3. The engagement of contract labours in HAL is governed by the terms and conditions for which license is granted to the establishment by the Labour Authorities. The engagement or otherwise of the workman is a matter between him and his employer/ contractor. Thus claim of the workman or the dispute, if any, could be only against the contractor who was his employer and not against the answering opposite parties.

4. The workman has not made his contractor party to the present industrial dispute and in absence of his employer being made a party, the matter cannot be adjudicated.

5. It further submitted that the workman was never employed by the answering establishment as Class IV worker as wrongly averred by him. Claimant has worked under various contractors from time to time as detailed in the subsequent paras.

6. The applicant/ workman had joined the services of various contractors from time to time on his own free will and the answering establishment had no role in his engagement by these contractors. He has neither mentioned the contractors under whom he has worked nor made them parties to the present industrial dispute.

7. Establishment is a Government of India Undertaking under Ministry of Defence. As per requirement of the Division, contracts for various office activities, etc. are awarded to contractors pursuant to tendering (commercial process). The contractor himself employs his workers as per requirement for carrying out his contractual obligations. The decision to engage or not to engage a particular worker is the discretion of the contractor. HAL does not interfere in such issues as it has no role therein..

8. There is no such provision either under the Factories Act or in the Contract Labour Act which mandates the contractor to employ same set of workers engaged by the erstwhile contractor. As per the terms and conditions of award of work, each contractor has to employ his own manpower and the entire administration and deployment of personnel is the responsibility of such contractor.

9. The Government from time to time by the contractor himself, being his employees. Payment of the wages of contract labours is the sole responsibility of contractor as per the terms of agreement. The answering establishment has never paid wages to the contract labours including the workman as they are not the establishment's employees in any manner. Thus HAL is in no way responsible for the present status of the workman.

10. The workman has not sought any relief in his claim. The workman is not entitled to any relief from the answering establishment as HAL has never engaged the workman directly nor participated in his selection by the contractor. HAL had no control over him. There was no relationship of master and servant between the workman and HAL. The engagement or otherwise of the workman, being a contract labour, is a matter between him and his employer and HAL has no role in the matter.

Thereafter rejoinder affidavit filed by claimant, and documents were also filed by parties in support of their case.

Shri Laxmi Narayan Mishra/Claimant, filed his evidence on affidavit (examination in chief) on 26.08.2022, cross examined by respondent on 10.06.2024.

On behalf of respondent in support of its case evidence on affidavit of one Shri Ritesh Singh/Senior Manager Human Resources, has been filed, and he was cross examined by claimant on 03.12.2025.

After hearing Shri CP Singh learned counsel for workman, Shri Adharsh Jagdhari learned counsel for respondent, and going through the record, the points, to be decided in the present areas under:-

(1). Whether Shri Laxmi Narayan Mishra/Claimant, is employee of HAL or not?

(2). Whether the workman has completed 240 days continuously in the last 12 calendar months in the preceding year as casual/daily wager on 22.09.2017, prior to terminated/retrrenched of his service without following the provision of section 25F of the Industrial Disputes Act, or not?

POINT No. (1)

Whether Shri Laxmi Narayan Mishra/Claimant, is employee of HAL or not?

From the material on record the position which emerged out that initially claimant was engaged as casual daily worker in IMM Department of HAL and the said capacity he worked from May 2011, thereafter he worked under the different contractors with whom the agreement entered between the HAL namely M/s Security and Intelligence Service Limited, till the date of retrenchment of his services on 22.09.2017.

Shri Laxmi Narayan Mishra/workman, in support of his filed documents which are on record, one of the document filed by him as Annexure no.17, which reads as under:-

विषय : आई.डी. नोट नं. 29476-29477/2014, दिनांक 19.11.2014.

कृपया आप द्वारा माननीय प्रधानमंत्री को लिखे गये अभिनंदन पत्र दिनांक 28.05.2014 का सन्दर्भ लें। इस संदर्भ में आप को निम्नलिखित जानकारी प्रेषित है।

हिन्दुस्तान एयरोनोटिक्स लिमिटेड, उपसाधन प्राभाग लखनऊ, प्रभाग की विभिन्न सहायक गतिविधियों (उत्पादन में सहयोग, कार्यालय गतिविधियों में सहयोग आदि) के लिए आवश्यकता अनुसार कांट्रेक्ट एवार्ड करता है। प्रभाग की आवश्यकता अनुसार संविदा कर्मी कांट्रेक्टर द्वारा नियोजित किये जाते हैं। आप वर्ष 2011 से विभिन्न कांट्रेक्टर द्वारा प्रभाग में समय-समय पर नियोजित किये गये हैं। प्रभाग द्वारा किये गये कांट्रेक्ट में सभी श्रम कानूनो तथा अन्य कानूनी प्रावधानों का ध्यान रखा जाता है। सभी संविदा कर्मियों का भुगतान भारत सरकार द्वारा समय-समय पर निर्धारित न्यूनतम वेतन के अनुसार किया जाता है।

Further on behalf of respondent, an agreement dated 01.02.2017, titled as "Service Contract for assistance in Office Activities at Hindustan Aeronautics Limited, Accessories Division, Lucknow under Unskilled Category, Semi-skilled and Skilled categories" and on the basis of same claimant worked till the date of retrenchment of his services so the HAL is a principal employer and in this regard Shri Ritesh Singh who has been produced as witness by respondent in his cross examination, stated as under:-

HAL Principal Employer है, कांट्रेक्टर जिसके माध्यम से श्रमिक को wages दीया गया था"

Thus submission made on behalf of the respondent/HAL that claimant/Shri Laxmi Narayan Mishra, was not an employee, so the same is rejected has got no force because the HAL was a principal employer.

POINT No. (2)

Whether the workman has completed 240 days continuously in the last 12 calendar months in the preceding year as casual/daily wager on 22.09.2017, prior to terminated/retrrenched of his service without following the provision of section 25F of the Industrial Disputes Act, or not?

In order to decide the point in question it is appropriate to have a glance of Section 2(oo), 2(s) and Section 25-F of I.D. Act, 1947 which reads as under:-

"2. (00) "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;*

2(s) "workman" means any person (including an apprentice) employed in any industry to do any manual, unskilled, skilled, technical, operational, clerical or supervisory work for hire or reward, whether the terms of employment be express or implied, and for the purposes of any proceeding under this Act in relation to an industrial dispute, includes any such person who has been dismissed, discharged or retrenched in connection with, or as a consequence of, that dispute, or whose dismissal, discharge or retrenchment has led to that dispute, but does not include any such person--

(i) *who is subject to the Air Force Act, 1950 (45 of 1950), or the Army Act, 1950 (46 of 1950), or the Navy Act, 1957 (62 of 1957), or*

(ii) *who is employed in the police service or as an officer or other employee of a prison, or*

(iii) *who is employed mainly in a managerial or administrative capacity, or who, being employed in a supervisory capacity, draws wages exceeding ten thousand rupees per mensem or exercises, either by the nature of the duties attached to the office or by reason of the powers vested in him, functions mainly of a managerial nature.*

25F. Conditions precedent to retrenchment of workmen.-

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

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

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

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

Further the Hon'ble Delhi High Court in the case of **Sarita Tiwari Versus Aastha Garments reported in 2024 (180) FLR 649** after taking into consideration the definition of retrenchment read with provisions as provided under Section 25-F of the Act, held as under:-

"20. It is well-settled that the burden to prove that the workman was in continuous employment of 240 days with the management is on the workman herself. This principle was reiterated by the Hon'ble Supreme Court in the landmark judgement of *R.M. Yellatti v. Asstt.*

Executive Engineer, (2006) 1 SCC 106; the relevant paragraph is extracted below:-

"17. Analysing the above decisions of this Court, it is clear that the provisions of the Evidence Act in terms do not apply to the proceedings under Section 10 of the Industrial Disputes Act. However, applying general principles and on reading the aforesaid judgments, we find that this By:MANISH KUMAR W.P.(C) 5369/2019 8 of 16 Court has repeatedly taken the view that the burden of proof is on the claimant to show that he had worked for 240 days in a given year. This burden is discharged only upon the workman stepping in the witness box. This burden is discharged upon the workman adducing cogent evidence, both oral and documentary. In cases of termination of services of daily-waged earners, there will be no letter of appointment or termination. There will also be no receipt or proof of payment. Thus in most cases, the workman (the claimant) can only call upon the employer to produce before the court the nominal muster roll for the given period, the letter of appointment or termination, if any, the wage register, the attendance register, etc. Drawing of adverse inference ultimately would depend thereafter on the facts of each case. The above decisions however make it clear that mere affidavits or self-serving statements made by the claimant workman will not suffice in the matter of discharge of the burden placed by law on the workman to prove that he had worked for 240 days in a given year. The above judgments further lay down that mere non-production of muster rolls per se without any plea of suppression by the claimant workman will not be the ground for the Tribunal to draw an adverse inference against the management. Lastly, the above judgments lay down the basic principle, namely, that the High Court under Article 226 of the Constitution will not interfere with the concurrent findings of fact recorded by the Labour Court unless they are perverse. This exercise will depend upon the facts of each case."

21. These principles were reiterated by the Hon'ble Supreme Court in *Krishna Bhagya Jala Nigam Ltd. v. Mohd. Rafi*, (2009) 11 SCC 522, and the law on this subject was traced as under in paragraphs 8 to 10:

"8. In *Rajasthan State Ganganagar S. Mills Ltd. v. State of Rajasthan* [(2004) 8 SCC 161] the position was again reiterated in para 6 as follows: (SCC p. 163)

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

9. In *Municipal Corpn., Faridabad v. Siri Niwas* [(2004) 8 SCC 195] it was held that the burden was on the workman to show that he was working for more than 240 days in the preceding one year prior to his alleged retrenchment. In *M.P. Electricity Board v. Hariram* [(2004) 8 SCC 246] the position By:MANISH KUMAR W.P.(C) 5369/2019 10 of 16 was again reiterated in para 11 as follows: (SCC p. 250)

'11. The above burden having not been discharged and the Labour Court having held so, in our opinion, the Industrial Court and the High Court erred in basing an order of reinstatement solely on an adverse inference drawn erroneously. At this stage it may be useful to refer to a judgment of this Court in *Municipal Corpn., Faridabad v. Siri Niwas* [(2004) 8 SCC 195] wherein this Court disagreed with the High Court's view of drawing an adverse inference in regard to the non-production of certain relevant documents.

This is what this Court had to say in that regard: (SCC p. 198, para 15)

"15. A court of law even in a case where provisions of the Evidence Act apply, may presume or may not presume that if a party despite possession of the best evidence had not produced the same, it would have gone against his contentions. The matter, however, would be different where despite direction by a court the evidence is withheld. Presumption as to adverse inference for non-production of evidence is always optional and one of the factors which is required to be taken into consideration is the background of facts involved in the lis. The presumption, thus, is not obligatory because notwithstanding the intentional non- production, other circumstances may exist upon which such intentional non-production may be found to be justifiable on some reasonable grounds. In the instant case, the Industrial Tribunal did not draw any adverse inference against the appellant. It was within its jurisdiction to do so particularly having regard to the nature of the evidence adduced by the respondent."

10. In *RBI v. S. Mani* [(2005) 5 SCC 100] a three- Judge Bench of this Court again considered the matter and held that the initial burden of proof was on the workman to show that he had completed 240 days of service. The Tribunal's view that the burden was on the employer was held to be erroneous. [...]"

22. In light of the law laid down by the Hon'ble Supreme Court, the initial question to be examined is whether the petitioner discharged her burden of proving that she was in continuous employment for at least 240 days in the year preceding her date of termination."

A Division Bench of Allahabad High Court in a case of ***Ghanshyam Prajapati Versus Union of India reported in 2024 (1) FLR 131***, after taking into consideration has held that if a workman has completed 240 days in the last preceding year is then he is entitled for the benefit of Section 25-F of the Act.

The Hon'ble Madhya Pradesh High Court in the case of ***Chairman, Institute of Engineers, Jabalpur Versus Kailash Sen reported in 2024(181) FLR 300***, it has been held that it is not in dispute that workman was in employment with respondent since the date of engagement and prior to retrenchment of his services he has continuously worked for 240 days in the last preceding 12 months. The said plea taken by the workman has to be categorically denied and disprove by the respondent who has sufficient documentary evidence to demonstrate that employee has not worked for more than 240 days in a

calendar year by producing attendance and payment register. If same is not done, it will be presumed that the respondent has failed to dislodge the claim of the workman that he has worked for more than 240 days in last preceding 12 months.

A Division Bench of Hon'ble Telangana High Court in the case of **S. Srinivas Versus The Union of India & others reported in 2024 LLR 860**, it has been held that it is trite law that a party invoking/relying on certain plea has to make an averment with details to sustain such a plea and has to adduce material to establish allegations made and the burden is on the party to lead and prove that it is right. (see State of Uttar Pradesh v. Kartar Singh, AIR 1964 SC 1135).

The Hon'ble Delhi High Court in the case of **Shri Pappu Pathak vs. M.s Bansal Brothers Industries, 2025 (185) FLR 330**, held that initially the onus lies on the workman to prove by way of documentary and evidence that he has worked more than 240 days in 12 months immediately preceding the date of his alleged retrenchment/termination, and if he proved the same then it is a reasonableness of management to rebut a said facts.

The Hon'ble Madhya Pradesh High Court in the case of **Goverdhan vs. Chief Municipal Officer, 2025 (185) FLR 154**, after placing reliance on the judgment, passed by the Hon'ble Supreme Court the case reported in **Director, Fisheries Terminal Department v. Bhikubhai Meghajibhai Chavda, 2009 (123) FLR 875 (SC)**, held as under relevant portion quoted here in below:-

"4. The Labour Court on consideration of the oral and documentary evidence has concluded that the appellant is an industry since there is no evidence to show that the appropriate Government had declared the appellant as a seasonal industry or the work is performed intermittently. It has also observed that the appellant has not produced any documentary evidence to show that the workman had not completed 240 days in the preceding year and was not in service till 1991 and, therefore, an adverse inference requires to be drawn that the workman has completed continuous service of 240 days and, accordingly, has concluded that the appellant-employer could not have retrenched the services of the workman without complying with the provisions of the Industrial Disputes Act. In view of the aforesaid finding and the conclusion reached, the Labour Court had directed the appellant to reinstate the respondent with 20% back wages for the period when the respondent was kept out of service. The award passed by the Labour Court was challenged by the appellant before the High Court.

5. The High Court has endorsed the award passed by the Labour Court on the ground that the Labour Court has rightly come to the conclusion that the appellant has not established by leading cogent evidence that the appellant is not a seasonal industry. It is also observed that, once it has come in evidence that the workman has completed 240 days of service in the preceding year, then the initial burden is shifted on the employer to rebut the oral evidence of the workman by producing relevant oral and documentary evidence and since the appellant failed to produce the same before the Labour Court, it was justified in concluding that the workman had completed continuous service of 240 days during the preceding year and accordingly had dismissed the writ petition filed by the appellant. Being aggrieved by the judgment and order passed by the High Court, the appellant is before us in this appeal.

6. The learned counsel for the appellant submitted that the appellant industry is seasonal in nature and, the respondent was employed on a purely temporary basis and, therefore, the onus lies on the respondent- workman to prove that he had in fact worked for 240 days in the preceding year. It is

*further submitted that the claim of the workman was time-barred and, therefore, the Labour Court ought not to have entertained the claim made by the workman, since the workman had approached the Labour Court nearly after eight years from the date he was supposed to have been terminated from service by the employer. * * **

14. Section 25-B of the Act defines "continuous service". In terms of sub-section (2) of Section 25-B if a workman during a period of twelve calendar months preceding the date with reference to which calculation is to be made, has actually worked under the employer for 240 days within a period of one year, he will be deemed to be in continuous service.

15. The respondent claims that he was employed in the year 1985 as a watchman and his services were retrenched in the year 1991 and during the period between 1985 to 1991, he had worked for a period of more than 240 days. The burden of proof is on the respondent to show that he had worked for 240 days in preceding twelve months prior to his alleged retrenchment. The law on this issue appears to be now well settled."

In the case **Manager, Reserve Bank of India, Bangalore v. S. Mani and others, 2005 (105) FLR 1067 (SC)**, held as under:-

'Burden of proof

28. The initial burden of proof was on the workmen to show that they had completed 240 days of service. The Tribunal did not consider the question from that angle. It held that the burden of proof was upon the appellant on the premise that they have failed to prove their plea of abandonment of service stating:

"It is admitted case of the parties that all the first parties under the references CRs Nos. 1 to 11 of 1992 have been appointed by the second party as ticca mazdoors. As per the first parties, they had worked continuously from April, 1980 to December, 1982. But the second party had denied the abovesaid claim of continuous service of the first parties on the ground that the first parties has not been appointed as regular workmen but they were working only as temporary part-time workers as ticca mazdoor and their services were required whenever necessity arose that too on the leave vacancies of regular employees. But as strongly contended by the counsel for the first party, since the second party had denied the abovesaid claim of continuous period of service, it is for the second party to prove through the records available with them as the relevant records could be available only with the second party."

29. The Tribunal, therefore, accepted that the appellant had denied the respondents' claim as regards their continuous service.

30. In Range Forest Officer v. S.T. Hadimani, it was stated: (SCC p. 26, para 3)

"3.....In our opinion the Tribunal was not right in placing the onus on the management without first determining on the basis of cogent evidence that the respondent had worked for more than 240 days in the year preceding his termination. It was the case of the claimant that he had so worked but this claim was denied by the appellant. It was then for the claimant to lead evidence to show that he had in fact worked for 240 days in the year preceding his termination. Filing of an affidavit is only his own statement in his favour and that cannot be regarded as sufficient evidence for any court or tribunal to come to the

conclusion that a workman had, in fact, worked for 240 days in a year. No proof of receipt of salary or wages for 240 days or order or record of appointment or engagement for this period was produced by the workman. On this ground alone, the award is liable to be set aside." (See also Essen Deinki v. Rajiv Kumar.)

6. In the present case, the petitioner before the Labour Court had very categorically stated that he worked with the respondent from 01.10.2011 and got terminated without any reason orally on 01.02.2019. He had also stated that during the said period, he was continued in the employment with the respondent/organization and even during his cross-examination, he had reiterated the said fact. The Chief Executive Officer of the respondent/ organization was also examined, who had supported the stand of workman saying that he worked w.e.f. 01.10.2011 to 01.02.2019. The authority had further stated that even the institute did not produce any record because the same was never called. He had also shown unawareness about the petitioner's continuous working in a preceding year for 240 days. It was also stated by the authority that the said fact can be ascertained only after examining the record. It was further stated by the authority that he is not in a position to apprise the Court whether the records from the year 2011 till 2019 i.e. attendance register and salary register are available in the office or not.

7. In view of the aforesaid facts and circumstances of the case and the settled legal preposition, it is proper to hold that initial burden which was upon the workman to prove that he worked continuously for 240 days had been discharged by him and there was material available on record to show the same, but when the burden shifted upon the employer to rebut the stand of the workman, then they failed to do so and, therefore, under such circumstances, an adverse inference is drawn against them. (See also in the case of **Kanchanjunga Building Employees Union vs. Kanchanjunga Flat Owners' Society & Others, 2024 (183) FLR 832**).

The Hon'ble Rajasthan High Court in the case of **Reginal Manager Bank of Baroda vs. Presiding Officer, Central Industrial Tribunal, Rajasthan, Jaipur and Others, 2025 (186) FLR 684**, has held that initially the burden lies on the workman or proving that he work more than 240 days in last 12 months preceding calendar year, and if he discharged the said burden then the owners shift on the respondent.

In the present case claimant in his claim petition has pleaded that initially he was engaged as casual employer/class 4th category in month of April, 1997, and in the said capacity has worked up till April 2011, in IMM Department of the HAL, Lucknow, having EPF No.1106134 and UAN. 101036981628, and from May 2011 to 21 September, 2017, he worked as a contractor employee with the HAL, under the contractor with whom the HAL entered with an agreement.

However the workman has not annexed any materials/documents in order to establish and prove that he had worked 240 days continuously in the last 12 calendar months in the preceding year.

Further in the evidence on affidavit filed by him, dated 26.08.2022, he has stated as under:-

2. यह कि शपथी ने प्रतिवादी के संस्थान हिन्दुस्तान एयरोनाटिक्स लिमिटेड, उपसाधन प्रभाग, लखनऊ मण्डल (फैजाबाद रोड) के आई०आई०एम० डिपार्टमेंट में दैनिक वेतनभोगी (चतुर्थ श्रेणी) के रूप में अप्रैल 1997 से अप्रैल 2011 तक कार्य सुचारू रूप से किया तदुपरान्त मई 2011 से उनकी सेवा को संविदा आधारित किया गया।

3. यह कि शपथी का ई०पी०एफ० नं०-1106/34 व यू०ए०एन०- 101036981628 है।

4. यह कि शपथी ने मई 2011 से 21 सितम्बर 2017 तक कार्य सतत रूप से संविदा आधारित विभिन्न कॉन्ट्रैक्टर्स सेवा प्रदाता के माध्यम से किया।
5. यह कि नियमानुसार 2011 से 2017 तक प्रधान नियोक्ता हिन्दुस्तान एयरोनॉटिक्स लिमिटेड उपसाधन प्रभाग लखनऊ मण्डल द्वारा प्रतिवर्ष *AWARDED CONTRACTORS* आये-गये।
6. यह कि कारखाना अधिनियम के अनुरूप पूर्व में कार्यरत (J/C/L से S/C/L में परिवर्तित) श्रमिक कार्य से वंचित नहीं किये जाते पूर्व कार्यरत श्रमिक ही *AWARDED CONTRACTORS* के अन्तर्गत कार्य सतत रूप से करते हैं।
7. यह कि 22 सितम्बर 2017 से शपथी को एच०ए०एल० प्रबन्धन द्वारा अकारण कार्य से वंचित कर दिया गया। आज तक अद्यतन शपथी बेरोजगारी का दंश झेल रहा है एवं भुखमरी की कगार पर है।

And in his cross examination dated 10.06.2024, he is submitted as under:-

- प्र. संविदाकार के द्वारा कार्य से पृथक किये जाने के बाद उनसे काम माँगने गये?
- उ. मैं कई बार गया, GM साहब से *Request* की पत्र द्वारा।
- प्र. आपको कार्य से निकाले जाने का कोई कागज प्राप्त हुआ था?
- उ. कोई आदेश नहीं दिया गया।
- प्र. जब तक आप कार्य कर रहे थे (21.9.17) तो भुगतान के प्रति कोई विवाद था?
- उ. नहीं।
- प्र. आपके द्वारा जो वाद पत्र दाखिल किया गया है उसमें संविदाकार पार्टी नहीं है?
- उ. क्योंकि प्रधान नियोक्ता *MAL* है अतः संविदाकार को पार्टी नहीं बनाया।
- प्र. क्या न्यायालय की अनुमति से *Contractor* को पार्टी बनायेंगे?
- उ. नहीं बनायेंगे।
- प्र. आपका यह वाद गलत तथ्यों पर आधारित है?
- उ. यह कहना गलत है।

Moreover respondent/HAL by way of pleading and evidence on affidavit (examination in chief) had supported its case that workman/claimant has not worked continuously for 240 days in the last 12 calendar months in the preceding year.

Further Shri Laxmi Narayan Mishra/workman first has to prove and established that he has worked 240 days continuously in the last 12 calendar months in the preceding year.

However in the present case from material on record, the admitted position which emerged out that workman/Shri Laxmi Narayan Mishra, has not find any material i.e. documents, in order to establish his case that he has continuously worked for 240 days in the last 12 calendar months in the preceding year i.e. wages register/attendance register, and in the present case he has failed to do so by way of pleading, documents and evidence etc.

So keeping in view above said facts, he cannot be held that there is any violation of the provision as provided u/s 25F of the Act, on the part of respondent/HAL, thereby retrenching/terminating services of workman.

AWARD

For the foregoing reasons, the case is dismissed and; and the workman is not entitled for any relief.

Award as above.

24th February, 2026.

ANIL KUMAR, Presiding Officer

नई दिल्ली, 9 जुलाई, 2026

का.आ. 1429.—औद्योगिक विवाद अधिनियम (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार, जनरल मैनेजर, हिंदुस्तान एयरोनॉटिक्स लिमिटेड, के प्रबंधतंत्र के संबद्ध नियोजकों और जनरल सेक्रेटरी, हिंदुस्तान एयरोनॉटिक्स एम्प्लॉइज एसोसिएशन, कर्मचारी के बीच औद्योगिक विवाद अनुबंध में निर्दिष्ट केन्द्रीय सरकार औद्योगिक अधिकरण- सह- श्रम न्यायालय, लखनऊ पंचाट(संदर्भ संख्या-11/2025) को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है।

[सं. एल-42025/07/2026/20-आईआर(डीयू)]

सलोनी, उप निदेशक

New Delhi, the 9th July, 2026

S.O. 1429.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 11/2025) of the **Central Government Industrial Tribunal cum Labour Court, Lucknow** as shown in the Annexure, in the Industrial dispute between the employers in relation to **The General Manager (HR), Hindustan Aeronautics Limited, Uttar Pradesh** and **The General Secretary, Hindustan Aeronautics Employees Association, Uttar Pradesh**, workman.

[No. L-42025/07/2026/20-IR(DU)]

SALONI, Dy. Director

ANNEXURE

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, LUCKNOW.

I.D. No. 11/2025

Ref No.K-100(20)/2024 Dated: 24.07.2024

The General Secretary, Hindustan

Aeronautics Employees Association,

Union Bhawan, Hindustan Aeronautics Ltd,

Korwa, Amethi (UP)

.....Claimant

Versus

General Manager (HR),

Hindustan Aeronautics Limited,

Korwa, District Amethi

.....Respondent

AWARD

Heard Shri AK Singh learned counsel for claimant.

None appeared on behalf of respondent.

By order dated 10.11.2024, Appropriate Government, referred the following dispute for adjudication to this Tribunal:

"Whether the action of the management of HAL Korwa to unilateral modify the leave encashment rules 1988 provided for in the mutually agreed custom in respect of calculation of leave encashment considering 30 days in a month instead of 26 days a month without following the observation made by National Tribunal, Mumba in reference No, NTB-01 of 2020 is justified? If not to what relief the workmen of HAL Korwa are entitled to?"

Shri AK Singh learned counsel for claimant, further submits that by order dated 22.04.2025, Appropriate Government has also referred industrial dispute, herein below, to the National Tribunal, Mumbai:

"Whether the action of the management of Hindustan Aeronautic Limited in its various units throughout the country in modifying the procedure of calculation of leave encashment unilaterally in dividing salary by 30 instead of 26 without adhering to the provision of the ID Act, 1947 is illegal and unjustified in the eye of law? If yes, what relief the workmen are entitled to?"

Accordingly Shri AK Singh learned counsel for claimant request that the present ID Case may be dismissed as withdrawn with the liberty to applicant, to press his ID Case filed as per reference dated 22.04.2025, quoted here an above.

ORDER

For the forgoing reasons the present **ID Case No.11/2025** (*The General Secretary, Hindustan Aeronautics Employees Association Vs General Manager (HR), Hindustan Aeronautics Limited*) is dismissed as withdrawn with the liberty to the applicant, if so advise may press matter before the appropriate Tribunal as per reference dated 22.04.2025.

Award as above.

02nd February, 2026.

ANIL KUMAR, Presiding Officer

नई दिल्ली, 9 जुलाई, 2026

का.आ. 1430.—औद्योगिक विवाद अधिनियम (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार निदेशक, नेशनल इंस्टीट्यूट फॉर द मेंटल हैंडीकैप्ड, सामाजिक न्याय और अधिकारिता मंत्रालय, भारत सरकार, सिकंदराबाद; उप निदेशक, नेशनल इंस्टीट्यूट फॉर द मेंटल हैंडीकैप्ड, सामाजिक न्याय और अधिकारिता मंत्रालय, भारत सरकार, सिकंदराबाद; एस्टेट ऑफिसर, नेशनल इंस्टीट्यूट फॉर द मेंटल हैंडीकैप्ड, सिकंदराबाद; प्रबंध निदेशक, मेघा प्रो फैसिलिटी मैनेजमेंट प्राइवेट लिमिटेड, हैदराबादके प्रबंधन के संबद्ध नियोजकों और श्रीमती मंडला भारती, कर्मचारी के बीच अनुबंध में निर्दिष्ट केन्द्रीय सरकार औद्योगिक अधिकरण- सह- श्रम न्यायालय, हैदराबाद पंचाट(संदर्भ संख्या- **14/2016**) को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है।

[सं. एल-42025/07/2026/42-आईआर(डीयू)]

सलोनी, उप निदेशक

New Delhi, the 9th July, 2026

S.O. 1430.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 14/2016) of the **Central Government Industrial Tribunal cum Labour Court, Hyderabad** as shown in the Annexure, in the Industrial dispute between the employers in relation to the **Director, National Institute for the Mental Handicapped, Ministry of Social Justice and Empowerment, Government of India, Secunderabad, Deputy Director, National Institute for the Mental Handicapped, Ministry of Social Justice and Empowerment, Government of India, Secunderabad, The Estate Officer, National Institute for the Mental Handicapped, Secunderabad, Managing Director, Megha Pro Facility Management Private Ltd, Hyderabad** and **Smt. Mandala Bharathi**, workman.

[No. L-42025/07/2026/42-IR(DU)]

SALONI, Dy. Director

ANNEXURE

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

Present: - **Sri Irfan Qamar**

Presiding Officer

Dated the 4th day of February, 2026

INDUSTRIAL DISPUTE L.C.No. 14 of 2016

Between:

Smt. Mandala Bharathi

W/o late M. Laxmaiah,

R/o H.No.9-2-102, Gouds Basthi,

Hasmathpet, Old Bowenpally,

Ranga Reddy District-500 009.

.....Petitioner

AND

1. National Institute for the Mental Handicapped,
(A Government of India Undertaking, Autonomous Body),
Rep. by its Director, Ministry of Social Justice and Empowerment,
Government of India, Manovikas Nagar, Secunderabad-500 009.
2. National Institute for the Mental Handicapped,
(A Government of India Undertaking, Autonomous Body),
Rep. by its Deputy Director (Administration),
Ministry of Social Justice and Empowerment,
Government of India, Manovikas Nagar, Secunderabad-500 009.

3. The Estate Officer, National Institute for the Mental Handicapped,
(A Government of India Undertaking, Autonomous Body),
Rep. by its Deputy Director (Administration),
Manovikas Nagar, Secunderabad-500 009.
4. Megha Pro Facility Management Private Ltd.,
Rep. by its Managing Director,
H.No.8-3-318/11/11, Plot No.11, Jayaprakash Nagar,
Yellareddyguda, Hyderabad-500 073. Respondents

Appearances:

- For the Petitioner : M/s. V. Mallik, Advocates
For the Respondent: M/s. N. Vijendher Reddy, Advocates

AWARD

This petition has been filed by the petitioner, Smt. M. Bharathi, against the Respondents, 1 to 4 under Section 2(A)(2) of the Industrial Disputes Act, 1947, with the prayer to set aside her termination order dated 8th September 2015 issued by Respondent No. 4. Further, it is prayed to direct the Respondents to reinstate the petitioner into service with continuity of service, with full back wages and all other attendant benefits.

2. As per the claim statement, petitioner has averred that she was working under the control of the 1st Respondent institution since 23rd August 2000, as Mali in the Horticulture Department, and has been discharging her duties without complaint from any corner. Further, it is averred that the Respondents 1, to 3 have been paying salary to the petitioner as per the salary statement. Therefore, there was an employer-employee relationship between the petitioner and Respondents 1 to 3. Respondents have been paying salary to the petitioner through middlemen, until 2011. Thereafter, Respondent has paid salary to Petitioner directly as per salary statement was prepared and signed by Estate officers, which is enclosed herein to substantiate the fact that the employer-employee relationship existed between the petitioner and Respondents 1 to 3 herein since September 2011. Further, the petitioner averred that the Respondents has paid salary directly to the petitioner till the end of May 2015, and again Respondents 1 to 3 have introduced middlemen from June 2015 onwards for the payment of the salaries to the petitioner. The mode of payment of wages is one of the conditions of service mentioned in Schedule IV of the ID Act, and under Section 9-A, it is mandated that no employer who proposes to effect any change in the conditions of service applicable to any workman in respect of any matter specified in the 4th Schedule, shall effect such change without giving to the workman any notice in the prescribed manner of the nature of the change proposed to be effected. Further, it is submitted that this action of the Respondent is in contravention of Section 9-A of the I.D Act and vide and initio in eyes of law.

3. Further, Petitioner submitted that Respondents 1 to 3 have no power to change the service conditions under Section 9-A of the Act, and 4th Respondent has no power to terminate the service of the

petitioner vide proceeding dated 8.9.2015, ordering the termination of the service of the petitioner. Therefore, action of Respondent No.4 issuing order of termination dated 8th September 2015 is null and void and liable to be said aside. Further, petitioner submitted that the Respondents 1 to 4 herein are bound to comply with Chapter V- B of the Industrial Disputes Act, in as much as since September 2011 the petitioner is under direct control of Respondents 1 to 3 herein, and Respondents 1 to 4 are bound to follow the procedure prescribed under Chapter V-B of the I.D Act. Further, it is submitted that Respondent has terminated the service of Petitioner without following the procedure as prescribed under of Section 25-B and 25-F of the ID Act. The termination order is not sustainable and contrary to the provision of the ID Act. Therefore, petitioner has prayed to set aside the order dated 08.09.2015 of her termination issued by the Respondent and to direct the Respondent to reinstate petitioner into service with continuity of service with all attendant benefits and full back wages.

4. Notices were issued to Respondents. In response to the notice, Respondents 1 to 3 have filed counter. Despite service of notice Respondent 4 did not file any counter and case was set ex-parte against Respondent No. 4 by order dated 24th August 2017. Further, Respondent No. 1 to 3 did not appear on the date of hearing. Hence, case was proceeded ex-parte against Respondents 1 to 3 vide order dated 19.12.2019. Therefore, hearing of this case has been proceeded ex-parte and being decided after conclusion of hearing.

5. In support of averment of claim statement petitioner has filed chief statement affidavit and therein, Petitioner has deposed that she was working as a casual labour under the control of the first Respondent institution since 23rd August 2000 as a mali in the Horticulture department and was discharging her duties without any complaint from any corner. Further, petitioner deposed that, since 2011 onward, her salary has been paid directly by Respondents 1 to 3, and salary statement was prepared and signed by the Estate officer that is enclose herein to substantiate the fact that an employer-employee relationship existed between the petitioner and Respondents 1 to 3 since September 2011. Further, deponent state that Respondent has paid the salary to the Petitioner directly till end of May 2015 and thereafter introduced the middleman from June 2015 onward. Deponent states that Respondent, without complying with the mandatory condition of issuing a notice for change in the condition of service under section 9-A of the I.D Act, has introduced the middleman and the action of the Respondent is illegal. Further, deponent states that Respondent has terminated her service in gross violation of the provision contained under chapter V of the I.D Act, as enshrined within the meaning of sections 25-B and 25-F of the I.D Act.

6. Further, petitioner has also exhibited documents in her testimony in support of her averment made in claim statement. These documents are Ex. W1 is the salary statement of the petitioner issued by the 3rd Respondent. Ex. W2 is the conciliation proceedings of the Assistant Labor Commissioner, Hyderabad. Ex. W3, the RTI application dated 13-03-2015. Ex. W4, the RTI information furnished by the second Respondent. Ex. W5 is the termination order and Ex. W6 is the letter of the petitioner union to RLC(C) dated 09.09.2015.

7. On going oral and documentary evidence produced by the petitioner in support of her claim document. Ex. W1/1 to Ex. W1/22 is the salary statements of the petitioner, which goes to reveal that

petitioner Smt. M. Bharathi had worked with the Respondent No. 1 to 3 continuously from September 2011 on casual basis up to the date of her termination and she has been paid wages as per number of working days month wise by the Respondent No. 1 to 3 Estate Officer. The termination order dated 8.9.2015 Ex. W5 that goes to show that the Respondent No. 4 had issued the termination order, dated 8.9.2015 of the petitioner A. Laxmi. Therein, it is mentioned that Respondent No.4 have received the letter from N.I.M.H for reducing the Horticulture labor, hence forth the services of the addressee is not required from the date mentioned therein. Thus, from the perusal of document, Ex. W5 it is established that Petitioner had worked with the Respondent No. 1 to 3 as a Horticulture labour from September 2011 to 8.09.2015 and her services has been terminated vide letter dated 8.9.2015. Thus, it is clearly established that the petitioner had worked with the Respondent No. 1 to 3 as a casual labour continuously since September 2011 up to the date of termination i.e 08.09.2015 and she has been paid wages by Respondent No.1 to 3.

Section 25F of the I.D Act, provides condition precedent for retrenchment of the workman. The provision is extracted as here under: -

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

- (a) The workman has been given one month's notice in writing indicating the reasons for retrenchment and the period of notice has expired, or the workman has been paid in lieu of such notice, wages for the period of the notice:*
- (b) The workman has been paid, at the time of retrenchment, compensation which shall be equivalent to fifteen days' average pay {for every completed year of continuous service} or any part thereof in excess of six months: and*
- (c) Notice in the prescribed manner is served on the appropriate government {or such authority as may be specified by the appropriate government by notification in the official Gazette.”*

8. Thus, as per provision contained under section 25-F of I.D Act, before termination of Petitioner from service Respondent has not given one month notice to the Petitioner in writing indicating reasons for retrenchment or workman has not been paid in lieu of such notice wages for the period of notice. Further, Respondent has not paid compensation to the workman as per provision of the section 25F of Act. Therefore, the action of Respondent in terminating the services of workman Petitioner is in contravention of provision of section 25-F of I.D Act, and same is liable to be set aside.

9. Thus, ongoing oral and documentary evidence produced by Petitioner it is established that Petitioner workman had worked with the Respondent No. 1 to 3 from September 2011 to 08.09.2015 continuously and Petitioner has been terminated in contravention of provision of Section 25-F of I.D Act. Further it is established that Respondent No. 1 to 3 has changed the condition of services of Petitioner without complying the provision of section 9-A of the I.D Act. The oral and documentary evidence

adduced by the Petitioner remains uncontroverted and unchallenged and there is no reason to disbelieve the evidence of the petitioner. Therefore, the evidence of the petitioner is liable to be accepted and it is proved that termination order dated 08.09.2015 of the Petitioner from service is illegal and that is liable to be set aside.

AWARD

The claim of the petitioner is allowed. The termination order dated 08.09.2015 of the petitioner Smt. M. Bharathi from service issued by the Respondent is hereby set aside. Respondent No. 1 to 3 is directed to reinstate the petitioner into service, with continuity and all attendant benefits within in one-month from date of publication of order. Respondent No. 1 to 3 are also directed to pay the half back wages, to the petitioner from the date of her termination till the reinstatement of Petitioner.

Award is passed accordingly. Transmit.

Dictated to Smt. K. Phani Gowri transcribed by her, corrected and signed by me on this the 4th day of February 2026.

IRFAN QAMAR, Presiding Officer

Appendix of evidence

Witnesses examined for the
Petitioner
WW1: Smt. A. Laxmi

Witnesses examined for the
Respondent
MW1: NIL

Documents marked for the Petitioner

Ex.W1/1 to Ex. W/1/22:	Photostat copy of salary statement of Petitioner evidence issued by 3 rd Respondent.
Ex.W2:	Photostat copy of conciliation of the ALC(C), Hyderabad dt: 10.11.201.
Ex.W3:	Photostat copy of RTI application dt:12.03.2015
Ex.W4:	Photostat copy of RTI information furnished by the 2 nd Respondent Dt:22.05.2015.
Ex.W5:	Photostat copy of Original termination order.
Ex.W6:	Photostat copy of representation of Petitioner evidence union to The RLC(C) dt: 09.09.2015.

Documents marked for the Respondent

NIL

नई दिल्ली, 9 जुलाई, 2026

का.आ. 1431.—औद्योगिक विवाद अधिनियम (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार, जी.ओ.सी., सब-एरिया हेडक्वार्टर, कैट, लखनऊ; मेजर जनरल, सब-एरिया हेडक्वार्टर कैट-लखनऊ के प्रबंधतंत्र के संबद्ध नियोजकों और श्री शंकर कर्मचारी के बीच औद्योगिक विवाद अनुबंध में निर्दिष्ट केन्द्रीय सरकार औद्योगिक अधिकरण- सह-श्रम न्यायालय, लखनऊ पंचाट(संदर्भ संख्या-02/2015) को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है।

[सं. एल-14012/02/2014-आईआर(डीयू)]

सलोनी, उप निदेशक

New Delhi, the 9th July, 2026

S.O. 1431.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 02/2015) of the **Central Government Industrial Tribunal cum Labour Court, Lucknow** as shown in the Annexure, in the Industrial dispute between the employers in relation to **The G.O.C, Sub-Area Headquarter, Cantt, Lucknow; Major General, Sub-Area Headquarter Cantt-Lucknow and Shri Sankar, workman.**

[No. L-14012/02/2014-IR(DU)]

SALONI, Dy. Director

ANNEXURE

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, LUCKNOW.

I.D. No. 02/2015

Ref No.L-14012/02/2014 (IR(DU)) Dated: 16.01.2015

Shri Sankar, s/o Mohan

r/o Rajman Bazar Khet

PO Dilkusha, Cantt-Lucknow.

.....Appellant

Versus

1- The G.O.C,

Sub-Area Headquarter,

Cantt, Lucknow

2- Major General

Sub-Area Headquarter

Cantt-Lucknow.

.....Respondents

AWARD

On 19.03.2014, appropriate government had referred a following dispute.

In exercise of the powers conferred by clause (d) of sub-section (1) and sub-section (2A) of Section 10 of the Industrial Disputes Act, 1947 (14 of 1947) the Central Government hereby refers the said dispute for adjudication to the Cent. Govt. Indus.Tribunal-cum-Labour Court, KANPUR(U.P.). The said Tribunal shall give its award within a period of three months.

In pursuance to the order dated 07.01.2015, another notification has been issued by appropriate government dated 16.01.2015.

By order NO.L-14012/02/2014 (IR(DU)) Dated: 16.01.2015, the present industrial dispute has been referred for adjudication in exercise of the powers conferred by clause (d) of sub-section (1) and sub-section (2A) of Section 10 the Industrial Disputes Act, 1947 (14 of 1947) by the Central Government, with following schedule:

"Whether the action of the management by imposing termination of Shri Sankar s/o Mohan, Mess boy on 11.06.2013 is legal or justified? If not, what relief the workman is entitled to?"

Accordingly, an I.D. Case No. 02/2015 has been registered before this Hon'ble Tribunal.

On 17.04.2015, claimant filed his claim statement stating the facts, in brief, as under:

Shri Sankar/workman, was initially appointed in the year 1998, as mess boy/casual worker at Sub area Mukhyala Cantt Lucknow, and the wages was intilliy paid to him was Rs.700/- per month.

It is further pleaded on behalf of workman that the said engagement/appointment as casual employer was given to him after interview against the permanent post and he has discharged his duties on the said post with intact satisfaction of his superior authority.

On 08.06.1993, he submitted an application to the authority concern that as nearly 25 years he has worked on the post in question, so his case for regular appointment may be considered, however the same was not considered and his services were retrenched/terminated on 11.06.2013, accordingly it is prayed by workman that the oral order of retrenchment may be set aside and he may reinstated back in service.

On behalf of respondent a written statement, has been filed in which it has been held as under:-

(1). Shri Shankar aged about 45 yeas S/o Late Shri Mohan was employed in the past on daily wages as Mess Boy for serving food to combatants. Whenever, there was a requirement of Manpower in view of the strength of combatants attached or posted who were having food in the Sub Area Lunger, he used to be called to serve food to the military personnel. Besides that his services were also utilized for the functions organized in the lunger, which included Barakhana, Independence Day and republic Day celebrations etc.

(2). The contention of the applicant Shri Shankar S/o Late Shri Mohan that he is rendering service to HQ Sub Area lunger as mess by last 25 years is not agreed to, as already stated that he was called on and off as daily wager whenever, there was increase in the strength of dinning in members of the HQ Subarea lunger on attachment or on Barakhana and where it was felt that an extra person I required to serve the food in the lunger. Earlier, he used to come only for 10-15 days in a month.

(3). Considering his services as satisfactory during this time he was called for the first time. He used to work for the lunger as a mess boy for 25 to 26 days in a month depending upon the work load. Later on the salary used to be credited directly in his account. It is submitted that he was never conferred with the status of a temporary or a regular employ, which the applicant was well aware that the employment as a mess boy was in the Sub Area lunger was purely on daily wages/ casual nature.

(4). It is pertinent to mention that the applicant was paid from the regimental fund, which is not a pubic fund of Sub Area HQ and is used for the welfare of the troops and it is not Government Fund. This further clarifies our position that he was never paid from the fund controlled/owned by the Government. There are Catena of judgments in this regard that remuneration for the welfare of troops can be paid through private/Regimental Fund of a HQ he was therefore never employed on temporary/permanent employment

and his employment as a mess boy was always on daily wages, moreover, he was not employed continuously and there was always break in his service in each month. He was employed only for 25 to 26 days in any given month. Further, a contract was offered in the month of June 2013, which the applicant refused to sign. The contract was specifically made for a period of 11 months wef 01 April 2013 to 28 Feb 2014. It is reiterated that whosoever was employed with the Sub Area was paid that through regimental fund of the Headquarters Sub Area and not from any government fund.

(5). Since the applicant Shri Shankar has not respond to the summons and not attended any of the hearings before CGIT Kanpur it seems that he does not want to pursue the case further. Hence the Hon'ble Court may dismissed the case in favour of the Opp. Party (Sub Area Headquarters Cantt Lucknow) in the interest of justice.

Shri Sankar/Workman, has filed rejoinder to the written statement.

On 11.06.2018/17.07.2018, workman filed his evidence on affidavit (W10), stating the following facts on affidavit:-

1- The applicant was appointed on the post of Mess Boy in the year 1988 after the full procedure including interview adopted by the opposite parties and since then he is (the applicant) working on the post continuously and was getting affixed salary of Rs.9000/- (Nine Thousands) p.m. through State Bank Of India at the time of dismissal from service earlier he getting salary through cheque. The applicant was a casual labour.

2- It was said at the time of appointment that the service temporarily and in future it will be regularized.

3- The oral dismissal order was passed without any reason, prior show cause notice or opportunity of hearing to the applicant and was orally dismissed from service violating the principle of 6 N of Labour Act and also against the Natural Justice.

4- The applicant had served the department of about 25 years and when he asked the opposite parties to regularize him as retirement age is approaching and moved an application dated 8.6.2013 for regularization he was asked arbitrarily not to come from next date and his entry was banned by authorities.

5- The applicant was issued security pass and put his sign on attendance register regularly. The applicant worked for whole month and it is wrongly said for working of 15 or 25 days in a month.

6- When the applicant moved an application for regularization he was asked by authorities to sign on an agreement, which he refused and this was the only reason to remove from service.

7- There are several permanent employees working on the post of mess boys (cook) including one Ram Janak Yadav while several posts of mess boys are vacant. The applicant is an unskilled / non educated person.

8- The initial salary was started from Rs.700/- p.m.

9- Vide order dated.6.3.2017. this Hon'ble court ordered to produce the office records of applicant but the opposite parties in writing refused to follow the orders of this Hon'ble court and tried to sit over and above the court illegally.

10- Under Labour act the applicant is very much entitled to get his service restored with regularization after quashing the order of dismissal with full payments and to get the payments of his dismissal period which may deem as on service.

In spite of the due opportunity given to workman he does not came up for his cross examination on his examination in chief (evidence file on affidavit).

So by order dated 10.06.2019 this Hon'ble Tribunal has closed the right of respondent for cross examination of workman.

In view of the said factual background I have heard the Shri JN Mishra learned counsel for respondent further from record it transpired that in spite of notice workman does not came up for hearing.

Accordingly after hearing the learned counsel for respondent, Shri JN Mishra and going through the record, point to be considered as under:-

Whether the workman has completed 240 days continuously in the last 12 calendar months in the preceding year as casual/daily wager on 11.06.2013, prior to terminated/retrenched of his service without following the provision of section 25F of the Industrial Disputes Act, or not?

To decide the point in question it is appropriate to have a glance of Section 2(oo), 2(s) and Section 25-F of I.D. Act, 1947 which reads as under:-

"2. (00) "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;

2(s) "workman" means any person (including an apprentice) employed in any industry to do any manual, unskilled, skilled, technical, operational, clerical or supervisory work for hire or reward, whether the terms of employment be express or implied, and for the purposes of any proceeding under this Act in relation to an industrial dispute, includes any such person who has been dismissed, discharged or retrenched in connection with, or as a consequence of, that dispute, or whose dismissal, discharge or retrenchment has led to that dispute, but does not include any such person--

(i) who is subject to the Air Force Act, 1950 (45 of 1950), or the Army Act, 1950 (46 of 1950), or the Navy Act, 1957 (62 of 1957), or

(ii) who is employed in the police service or as an officer or other employee of a prison, or

(iii) who is employed mainly in a managerial or administrative capacity, or who, being employed in a supervisory capacity, draws wages exceeding ten thousand rupees per mensem or exercises, either by the nature of the duties attached to the office or by reason of the powers vested in him, functions mainly of a managerial nature.

25F. Conditions precedent to retrenchment of workmen.-

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

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

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

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

The Hon'ble Delhi High Court in the case of **Sarita Tiwari Versus Aastha Garments reported in 2024 (180) FLR 649** after taking into consideration the definition of retrenchment read with provisions as provided under Section 25-F of the Act, held as under:-

"20. It is well-settled that the burden to prove that the workman was in continuous employment of 240 days with the management is on the workman herself. This principle was reiterated by the Hon'ble Supreme Court in the landmark judgement of R.M. Yellatti v. Asstt.

Executive Engineer, (2006) 1 SCC 106; the relevant paragraph is extracted below:-

"17. Analysing the above decisions of this Court, it is clear that the provisions of the Evidence Act in terms do not apply to the proceedings under Section 10 of the Industrial Disputes Act. However, applying general principles and on reading the aforesaid judgments, we find that this By:MANISH KUMAR W.P.(C) 5369/2019 8 of 16 Court has repeatedly taken the view that the burden of proof is on the claimant to show that he had worked for 240 days in a given year. This burden is discharged only upon the workman stepping in the witness box. This burden is discharged upon the workman adducing cogent evidence, both oral and documentary. In cases of termination of services of daily-waged earners, there will be no letter of appointment or termination. There will also be no receipt or proof of payment. Thus in most cases, the workman (the claimant) can only call upon the employer to produce before the court the nominal muster roll for the given period, the letter of appointment or termination, if any, the wage register, the attendance register, etc. Drawing of adverse inference ultimately would depend thereafter on the facts of each case. The above decisions however make it clear that mere affidavits or self-serving statements made by the claimant workman will not suffice in the matter of discharge of the burden placed by law on the workman to prove that he had worked for 240 days in a given year. The above judgments further lay down that mere non-production of muster rolls per se without any plea of suppression by the claimant workman will not be the ground for the Tribunal to draw an adverse inference against the management. Lastly, the above judgments lay down the basic principle, namely, that the High Court under Article 226 of the Constitution will not interfere with the concurrent findings of fact recorded by the Labour Court unless they are perverse. This exercise will depend upon the facts of each case."

21. These principles were reiterated by the Hon'ble Supreme Court in *Krishna Bhagya Jala Nigam Ltd. v. Mohd. Rafi*, (2009) 11 SCC 522, and the law on this subject was traced as under in paragraphs 8 to 10:

"8. In *Rajasthan State Ganganagar S. Mills Ltd. v. State of Rajasthan* [(2004) 8 SCC 161] the position was again reiterated in para 6 as follows: (SCC p. 163)

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

9. In *Municipal Corpn., Faridabad v. Siri Niwas* ((2004) 8 SCC 195] it was held that the burden was on the workman to show that he was working for more than 240 days in the preceding one year prior to his alleged retrenchment. In *M.P. Electricity Board v. Hariram* [(2004) 8 SCC 246] the position By: MANISH KUMAR W.P.(C) 5369/2019 10 of 16 was again reiterated in para 11 as follows: (SCC p. 250)

'11. The above burden having not been discharged and the Labour Court having held so, in our opinion, the Industrial Court and the High Court erred in basing an order of reinstatement solely on an adverse inference drawn erroneously. At this stage it may be useful to refer to a judgment of this Court in *Municipal Corpn., Faridabad v. Siri Niwas* [(2004) 8 SCC 195] wherein this Court disagreed with the High Court's view of drawing an adverse inference in regard to the non-production of certain relevant documents.

This is what this Court had to say in that regard: (SCC p. 198, para 15)

"15. A court of law even in a case where provisions of the Evidence Act apply, may presume or may not presume that if a party despite possession of the best evidence had not produced the same, it would have gone against his contentions. The matter, however, would be different where despite direction by a court the evidence is withheld. Presumption as to adverse inference for non-production of evidence is always optional and one of the factors which is required to be taken into consideration is the background of facts involved in the lis. The presumption, thus, is not obligatory because notwithstanding the intentional non-production, other circumstances may exist upon which such intentional non-production may be found to be justifiable on some reasonable grounds. In the instant case, the Industrial Tribunal did not draw any adverse inference against the appellant. It was within its jurisdiction to do so particularly having regard to the nature of the evidence adduced by the respondent."

10. In RBI v. S. Mani [(2005) 5 SCC 100] a three- Judge Bench of this Court again considered the matter and held that the initial burden of proof was on the workman to show that he had completed 240 days of service. The Tribunal's view that the burden was on the employer was held to be erroneous. [...]"

22. In light of the law laid down by the Hon'ble Supreme Court, the initial question to be examined is whether the petitioner discharged her burden of proving that she was in continuous employment for at least 240 days in the year preceding her date of termination."

Reverting to the facts of the present case neither by way of pleading nor by way of documents/evidence the workman/Shri Sankar has established and prove that he has worked for 240 days continuously in the last 12 calendar months in the preceding year as casual/daily wager on 11.06.2013, prior to terminated/retrrenched of his service.

Keeping in view the above said facts, this is a case of no evidence because workman did not cross examined himself on the evidence filed by him on affidavit (examination in chief) so the same in not proved as per the relevant provision Evidence Act, so keeping the said facts and the law as laid by the Hon'ble High Court in the case of **V. K. Raj Industries v. Labour Court (1) and others 1981 (29) FLR 194** as under:

"It is well settled that if a party challenges the legality of an order, the burden lies upon him to prove illegality of the order and if no evidence is produced the party invoking jurisdiction of the Court must fail Whenever a workman raises a dispute challenging the validity of the termination of service if is imperative for him to file written statement before the Industrial Court setting out grounds on which the order is challenged and he must also produce evidence to prove his case. If the workman fails to appear or to file written statement or produce evidence, the dispute referred by the State Government cannot be answered in favour of the workman and he would not be entitled to any relief."

In the case of **M/s Uptron Powertronics Employees' Union, Ghaziabad through its Secretary v. Presiding Officer, Labour Court (II), Ghaziabad and others 2008 (118) FLR 1164** Hon'ble Allahabad High Court has held as under:

"The law has been settled by the Apex Court in case of Shanker Chakravarti v. Britannia Biscuit Co. Ltd., V.K. Raj Industries v. Labour Court and Ors., Airtech Private Limited v. State of U.P. and Ors. 1984 (49) FLR 38 and Meritech India Ltd. v. State of U.P. and Ors. 1996 FLR that in the absence of any evidence led by or on behalf of the workman the reference is bound to be answered by the court against the workman. In such a situation it is not necessary for the employers to lead any evidence at all. The obligation to lead evidence to establish an allegation made by a party is on the party making the allegation. The test would be, who would fail if no evidence is led."

And by the Hon'ble Allahabad High Court in the case of **District Administrative Committee, U.P. P.A.C.C.S.C. Services v. Secretary-cum-G.M. District Co- operative Bank Ltd. 2010 (126) FLR 519**; wherein it has been held as under:

"The submission is that even if the petitioner failed to lead the evidence, burden was on the shoulders of the respondent to prove the termination order as illegal. He was required to lead

evidence first which he failed. A perusal of the impugned award also does not show that any evidence either oral or documentary was led by the respondent. In the case of no evidence, the reference has to be dismissed."

AWARD

For the foregoing reasons, the case is dismissed and; and the workman is not entitled for any relief.

Award as above.

Lucknow

09th February, 2026.

ANIL KUMAR, Presiding Officer

नई दिल्ली, 6 जुलाई, 2026

का.आ. 1432.—औद्योगिक विवाद अधिनियम (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार लाइफ इंश्योरेंस कॉर्पोरेशन ऑफ़ इंडिया के प्रबंधन के संबद्ध नियोजकों और श्री याशिन के बीच अनुबंध में निर्दिष्ट केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, कानपुर, पंचाट (रिफरेन्स न.-38/2020) को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 06.07.2026 को प्राप्त हुआ था।

[सं. जेड-16025/04/2026-आईआर(एम)-91]

सलोनी, उप निदेशक

New Delhi, the 6th July, 2026

S.O. 1432.— In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (**Reference No. 38/2020**) of the **Central Government Industrial Tribunal cum Labour Court, Kanpur** as shown in the Annexure, in the Industrial dispute between the employers in relation to **Life Insurance Corporation of India** and **Shri Yashin** which was received along with soft copy of the award by the Central Government on 06.07.2026.

[No. Z-16025/04/2026-IR(M)-91]

SALONI, Dy. Director

ANNEXURE

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT,

KANPUR

PRESENT

SHRI RAJENDRA PRASAD SRIVASTAVA, HJS (Retd.)

PRESIDING OFFICER

I.D. No. 38/2020

BETWEEN

Shri Yashin S/o Late Chunu Painter, Officers L.I.C. Dept. Colony, Awas Vikas, Nandan Pura, Jhansi Smart City-284001.

AND

The Divisional Manager, Life Insurance Corporation of India,

Divisional Office, The Mall, Kanpur-208001.

AWARD

The present industrial dispute has been filed by the workman, Shri Yashin before this Tribunal for adjudication as per provisions section 2A of the Industrial Disputes Act, 1947 (14 of 1947).

Accordingly, an industrial dispute No. 38/2020 has been registered on 07/07/2021.

After that applicant/ workman filed a claim statement and requested that which is read as under:

1. The applicant/worker was appointed as a watchman in LIC Pratham Jhansi Smart City in June 2010 by the Senior Manager, LIC Pratham Smart City.
2. The applicant/worker has been performing his duties with complete dedication and honesty since June 2010.
3. At the time of his appointment, the applicant/worker was paid Rs. 150/- per day and thereafter Rs. 462/- per day.
4. The applicant/worker has been performing his duties diligently and consistently for 10 years since his appointment in June 2010.
5. Apart from his work as a watchman/plumber, the applicant/labourer also did all the work given by the officials like running the water motor, carrying the dock and in the 3 LIC offices located at different places in Jhansi Smart City, the applicant/labourer was continuously asked to do the work like taking out files, giving water to the officials and other work which was asked by the officials was done by the applicant/labourer.
6. Therefore, it is humbly requested that you kindly pass the following orders in favour of the applicant/labourer.
 - (i) Kindly pass an order to regularize the applicant/labourer from June 2010.
 - (ii) Kindly pass an order to provide the difference in permanent/regular salary along with 18% interest from June 2010.
 - (iii) Kindly provide the outstanding salary along with 18% interest from June 30, 2018 till today/date of the order.
 - (iv) Kindly provide any other relief that you deem appropriate in the interest of justice in favour of the applicant/labourer.

In reply of that respondent filed written statement which is read as under:

1. According to applicant Shri Yashin himself he worked some time as Choukidar, some time as plumber, and some time as Watchman in the officers colony, Avas Vikas, Nandanpura, Jhansi. Further before the Assistant Labour Commissioner (Central) Jhansi the applicant submitted that he did domestic work in the houses of the Colony. The officers/staff colony is neither an Industry nor such person working therein are workman as defined in Section 2 (s) of the Industrial Dispute Act, 1947. As such it is not an Industrial Dispute as defined in the Act. In view of these submissions the claim of the applicant Shri Yashin is not maintainable and is liable to be rejected.

2. The applicant Shri Yashin according to himself has worked as and when required on daily wage basis on highly intermittent casual nature of work. The applicant Shri Yashin has himself stated that he worked some time as Plumber, some time as a watchman and some time as a Choukidar. Therefore it is clear from the statement of Shri Yashin himself that he has not worked on any post but as and when required he worked as some time as plumber and some time as watch man. As there no post or vacancy of any type exists. In view of these facts no post or vacancy exists as such the applicant cannot be regularized.
3. The contents of Para No.01 of the statement of claim of Shri Yashin that the applicant is resident of officers Colony, Avas Vikas, Nandanpura, Jhansi and he is residing in the said address is false, baseless and misleading hence are not admitted. The applicant is put to strict proof of his contentions. The Applicant Shri Yashin is not residing in the said officers Colony.
4. The contents of Para No.02 of the statement of claim are wrong. baseless and misconceived hence are not admitted. The applicant is put to strict proof of his contention. In reply it is submitted that the applicant was never appointed on the post of Choukidar or on any other post. It is also submitted here that there is no post of Choukidar in the opposite Party concern. And no appointment letter has ever been issued to the applicant. It is further submitted here that the Senior Branch Manager, Life Insurance Corporation of India, Jhansi has no power of appointment. Therefore the question of appointment by him does not arise.
5. The contents of Para No.13 of the statement of claim are wrong, baseless and misconceived hence are not admitted. In reply it is reiterated that the residential colony is not an industry as defined in the Industrial Dispute Act, 1947 and the applicant is not a workman as defined in the Industrial Dispute Act, 1947.
6. In view of these submissions the claim of the applicant is not maintainable and is liable to be rejected.

From the perusal of record, the position which emerge out is that after filing of written statement by respondent on 31.08.2021, matter was fixed for filing of rejoinder, however, when the workman did not file its rejoinder in spite of several opportunities.

Accordingly, after hearing Smt. Neeta Mathur, legal representative of the opposite parties and taking into consideration the facts the position which emerges out is that as no oral/documentary evidence has been filed on behalf of the claimant to support his claim, as such, the adjudication case is liable to be dismissed.

Thus, taking into consideration the facts on record that in the present case the workman has not filed any oral/documentary evidence in support of his claim, so the same is liable to be dismissed.

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

Reference is answered accordingly.

Parties are left to bear their respective costs.

Date: 23.02.2026

RAJENDRA PRASAD SRIVASTAVA, HJS (Retd.), Presiding Officer

नई दिल्ली, 6 जुलाई, 2026

का.आ. 1433.—औद्योगिक विवाद अधिनियम (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार लाइफ इंश्योरेंस कॉर्पोरेशन ऑफ़ इंडिया के प्रबंधन के संबद्ध नियोजकों और श्री वेद प्रकाश के बीच अनुबंध में निर्दिष्ट केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, कानपुर, पंचाट (रिफरेंस नं.- 37/2020) को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 06.07.2026 को प्राप्त हुआ था।

[सं. जेड-16025/04/2026-आईआर(एम)-92]

सलोनी, उप निदेशक

New Delhi, the 6th July, 2026

S.O. 1433.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (**Reference No. 37/2020**) of the **Central Government Industrial Tribunal cum Labour Court, Kanpur** as shown in the Annexure, in the Industrial dispute between the employers in relation to **Life Insurance Corporation of India** and **Shri Ved Prakash** which was received along with soft copy of the award by the Central Government on 06.07.2026.

[No. Z-16025/04/2026-IR(M)-92]

SALONI, Dy. Director

ANNEXURE

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, KANPUR

PRESENT

SHRI RAJENDRA PRASAD SRIVASTAVA, HJS (Retd.)

PRESIDING OFFICER

I.D. No. 37/2020

BETWEEN

Shri Ved Prakash S/o Shri Lachchhi Ram, Officers L.I.C. Dept. Colony,
Awasthi Vikas, Nandan Pura, Jhansi Smart City-284001.

AND

The Divisional Manager, Life Insurance Corporation of India,
Divisional Office, The Mall, Kanpur-208001.

AWARD

The present industrial dispute has been filed by the workman, Shri Ved Prakash Singh before this Tribunal for adjudication as per provisions section 2A of the Industrial Disputes Act, 1947 (14 of 1947).

Accordingly, an industrial dispute No. 37/2020 has been registered on 07/07/2021.

After that applicant/ workman filed a claim statement and requested that which is read as under:

1. The applicant/worker was appointed as a watchman in LIC Pratham Jhansi Smart City in June 2010 by the Senior Manager, LIC Pratham Smart City.

2. The applicant/worker has been performing his duties with complete dedication and honesty since June 2010.
3. At the time of his appointment, the applicant/worker was paid Rs. 150/- per day and thereafter Rs. 462/- per day.
4. The applicant/worker has been performing his duties diligently and consistently for 10 years since his appointment in June 2010.
5. Apart from his work as a watchman/plumber, the applicant/labourer also did all the work given by the officials like running the water motor, carrying the dock and in the 3 LIC offices located at different places in Jhansi Smart City, the applicant/labourer was continuously asked to do the work like taking out files, giving water to the officials and other work which was asked by the officials was done by the applicant/labourer.
6. Therefore, it is humbly requested that you kindly pass the following orders in favour of the applicant/labourer.
 - (i) Kindly pass an order to regularize the applicant/labourer from June 2010.
 - (ii) Kindly pass an order to provide the difference in permanent/regular salary along with 18% interest from June 2010.
 - (iii) Kindly provide the outstanding salary along with 18% interest from June 30, 2018 till today/date of the order.
 - (iv) Kindly provide any other relief that you deem appropriate in the interest of justice in favour of the applicant/labourer.

In reply of that respondent filed written statement which is read as under:

1. According to applicant Shri Ved Prakash Singh himself he worked some time as Choukidar, some time as plumber, and some time as Watchman in the officers colony, Avas Vikas, Nandanpura, Jhansi. Further before the Assistant Labour Commissioner (Central) Jhansi the applicant submitted that he did domestic work in the houses of the Colony. The officers/staff colony is neither an Industry nor such person working therein are workman as defined in Section 2 (s) of the Industrial Dispute Act, 1947. As such it is not an Industrial Dispute as defined in the Act. In view of these submissions the claim of the applicant Shri Ved Prakash Singh is not maintainable and is liable to be rejected.
2. The applicant Shri Ved Prakash Singh according to himself has worked as and when required on daily wage basis on highly intermittent casual nature of work. The applicant Shri Ved Prakash Singh has himself stated that he worked some time as Plumber, some time as a watchman and some time as a Choukidar. Therefore it is clear from the statement of Shri Ved Prakash Singh himself that he has not worked on any post but as and when required he worked as some time as plumber and some time as watch man. As there no post or vacancy of any type exists. In view of these facts no post or vacancy exists as such the applicant cannot be regularized.
3. The contents of Para No.01 of the statement of claim of Shri Ved Prakash Singh that the applicant is resident of officers Colony, Avas Vikas, Nandanpura, Jhansi and he is residing in the said address is false, baseless and misleading hence are not admitted. The applicant is put

to strict proof of his contentions. The Applicant Shri Ved Prakash Singh is not residing in the said officers Colony.

4. The contents of Para No.02 of the statement of claim are wrong. baseless and misconceived hence are not admitted. The applicant is put to strict proof of his contention. In reply it is submitted that the applicant was never appointed on the post of Choukidar or on any other post. It is also submitted here that there is no post of Choukidar in the opposite Party concern. And no appointment letter has ever been issued to the applicant. It is further submitted here that the Senior Branch Manager, Life Insurance Corporation of India, Jhansi has no power of appointment. Therefore the question of appointment by him does not arise.
5. The contents of Para No.13 of the statement of claim are wrong. baseless and misconceived hence are not admitted. In reply it is reiterated that the residential colony is not an industry as defined in the Industrial Dispute Act, 1947 and the applicant is not a workman as defined in the Industrial Dispute Act, 1947.
6. In view of these submissions the claim of the applicant is not maintainable and is liable to be rejected.

From the perusal of record, the position which emerge out is that after filing of written statement by respondent on 31.08.2021, matter was fixed for filing of rejoinder, however, when the workman did not file its rejoinder in spite of several opportunities.

Accordingly, after hearing Smt. Neeta Mathur, legal representative of the opposite parties and taking into consideration the facts the position which emerges out is that as no oral/documentary evidence has been filed on behalf of the claimant to support his claim, as such, the adjudication case is liable to be dismissed.

Thus, taking into consideration the facts on record that in the present case the workman has not filed any oral/documentary evidence in support of his claim, so the same is liable to be dismissed.

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

Reference is answered accordingly.

Parties are left to bear their respective costs.

Date: 23.02.2026

RAJENDRA PRASAD SRIVASTAVA, HJS (Retd.), Presiding Officer

नई दिल्ली, 6 जुलाई, 2026

का.आ. 1434.—औद्योगिक विवाद अधिनियम (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार मेसर्स वीपीआर माइनिंग इंफ्रास्ट्रक्चर प्राइवेट लिमिटेड के प्रबंधन के संबद्ध नियोजकों और श्री सुधाकर वर्मा के बीच अनुबंध में निर्दिष्ट केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, कानपुर, पंचाट (रिफरेन्स नं.- 38/2025) को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 06.07.2026 को प्राप्त हुआ था।

[सं. जेड-16025/04/2026-आईआर(एम)-93]

सलोनी, उप निदेशक

New Delhi, the 6th July, 2026

S.O. 1434.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (**Reference No. 38/2025**) of the **Central Government Industrial Tribunal cum Labour Court, Kanpur** as shown in the Annexure, in the Industrial dispute between the employers in relation to **M/s VPR Mining Infrastructure Private Limited** and **Shri Sudhakar Verma** which was received along with soft copy of the award by the Central Government on 06.07.2026.

[No. Z-16025/04/2026-IR(M)-93]

SALONI, Dy. Director

ANNEXURE

THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT,

KANPUR

ID Case No. 38 of 2025

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

Between:-

Shri Sudhakar Verma,

Khadia Bajar Post Yogichaura,

Sonbhadra,

Uttar Pradesh-231222,

7237956874

.....Workman

AND

The Director, M/s VPR Mining Infrastructure Private Limited,

D.No. 8-2-293/82/A/1259, 3rd Floor, Plot No. 1259,

Lakshi Towers, Road No. 36, Jubilee Hills,

Hydrabad-500033

.....Management

AWARD

20.03.2026

Office of the Dy. chief labour commissioner (central), vide order no. K-10(42)/2025-IR dated 11.09.2025 has referred the Industrial Dispute to this Tribunal for adjudication.

This award arises in response to the reference made by the Office of the DY. Chief Labour Commissioner(Central) in exercise of the powers conferred by sub-section(5) of Section 12 read with sub-section (2A) of Section 10 of the Industrial Disputes Act, 1947(14 of 1947) on the Central Government and Delegated to the undersigned in pursuance of the Notifications of the Government of India, in the Ministry of Labour & Employment published in the Gazette of India, Extraordinary Part II, Section 3, Sub-Section

(ii) vide S.O 1262 (E) and 1263(E) both dated 17.03.2023 the Office of the Dy. Chief Labour Commissioner (Central) hereby refers the said dispute for adjudication to the Central Government Industrial Tribunal-cum-Labour Court, Kanpur. The Reference is stated as follows:-

“Whether the termination of the service of Sh. Sudhakar Verma is legal and justified? If not to what relief the workman is entitled to and from which date?”

After receiving the reference the Tribunal issued notice on 04.11.2025 and fixed date for filing claim statement for 15.12.2025. On Perusal of the record it is found out the worker failed to file claim statement on fixed date. After that the workman was given several opportunities for filing claim statement by fixing dates such as 09.01.2026 and 03.02.2026. Even after several opportunities the workman failed to file claim statement. A second notice was issued on 27.02.2026 for appearing on 20.03.2026 but again workman failed to register his presence before the Tribunal.

As claimant failed to file claim statement despite several opportunities being given to him, on 20.03.2026 the case was reserved for final award.

On perusal of record it is found that claimant failed to submit claim statement being provided several opportunities. Hence in given circumstances it is presumable that claimant workman is not interested in contesting the Industrial dispute.

Hence in the given circumstances the reference stands disposed of as of ‘NIL’ award.

Answered Accordingly.

Parties are left to bear their respective costs.

Date: 20.03.2026

RAJENDRA PRASAD SRIVASTAVA, HJS (Retd.), Presiding Officer

नई दिल्ली, 6 जुलाई, 2026

का.आ. 1435.—औद्योगिक विवाद अधिनियम (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार मेसर्स वीपीआर माइनिंग इंफ्रास्ट्रक्चर प्राइवेट लिमिटेड के प्रबंधन के संबद्ध नियोजकों और श्री सुरेंद्र कुमार शाह के बीच अनुबंध में निर्दिष्ट केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, कानपुर, पंचाट (रिफरेन्स न.- 37/2025) को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 06.07.2026 को प्राप्त हुआ था।

[सं. जेड-16025/04/2026-आईआर(एम)-94]

सलोनी, उप निदेशक

New Delhi, the 6th July, 2026

S.O. 1435.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (**Reference No. 37/2025**) of the **Central Government Industrial Tribunal cum Labour Court, Kanpur** as shown in the Annexure, in the Industrial dispute between the employers in relation to **M/s VPR Mining Infrastructure Private Limited** and **Shri Surendra Kumar Shah** which was received along with soft copy of the award by the Central Government on 06.07.2026.

[No. Z-16025/04/2026-IR(M)-94]

SALONI, Dy. Director

ANNEXURE

THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT,**KANPUR****ID Case No. 37 of 2025****Present Shri Rajendra Prasad Srivastava, H.J.S (Retd.)**

Between:-

Shri Surendra Kumar Shah,
Village+post Nawanagar, Post Nigahi,
Singrauli,
Madhya Pradesh-486884
723795674

.....Workman

AND

The Director, M/s VPR Mining Infrastructure Private Limited,
[D.No. 8-2-293/82/A/1259](#), 3rd Floor, Plot No. 1259,
Lakshi Towers, Road No. 36, Jubilee Hills,
Hydrabad-500033

.....Management

AWARD**20.03.2026**

Office of the Dy. chief labour commissioner (central), vide order no. K-10(45)/2025-IR dated 11.09.2025 has referred the Industrial Dispute to this Tribunal for adjudication.

This award arises in response to the reference made by the Office of the DY. Chief Labour Commissioner(Central) in exercise of the powers conferred by sub-section(5) of Section 12 read with sub-section (2A) of Section 10 of the Industrial Disputes Act, 1947(14 of 1947) on the Central Government and Delegated to the undersigned in pursuance of the Notifications of the Government of India, in the Ministry of Labour & Employment published in the Gazette of India, Extraordinary Part II, Section 3, Sub-Section (ii) vide S.O 1262 (E) and 1263(E) both dated 17.03.2023 the Office of the Dy. Chief Labour Commissioner (Central) hereby refers the said dispute for adjudication to the Central Government Industrial Tribunal-cum-Labour Court, Kanpur. The Reference is stated as follows:-

***“Whether the termination of the service of Sh. Surendra Kumar Shah is legal and justified?
If not to what relief the workman is entitled to and from which date?”***

After receiving the reference the Tribunal issued notice on 04.11.2025 and fixed date for filing claim statement for 15.12.2025. On Perusal of the record it is found out the worker failed to file claim statement on fixed date. After that the workman was given several opportunities for filing claim statement by fixing dates such as 09.01.2026 and 02.02.2026. Even after several opportunities the workman failed to file claim

statement. A second notice was issued on 27.02.2026 for appearing on 20.03.2026 but again workman failed to register his presence before the Tribunal.

As claimant failed to file claim statement despite several opportunities being given to him, on 20.03.2026 the case was reserved for final award.

On perusal of record it is found that claimant failed to submit claim statement being provided several opportunities. Hence in given circumstances it is presumable that claimant workman is not interested in contesting the Industrial dispute.

Hence in the given circumstances the reference stands disposed of as of 'NIL' award.

Answered Accordingly.

Parties are left to bear their respective costs.

Date: 20.03.2026

RAJENDRA PRASAD SRIVASTAVA, HJS (Retd.), Presiding Officer

नई दिल्ली, 6 जुलाई, 2026

का.आ. 1436.—औद्योगिक विवाद अधिनियम (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार एयरपोर्ट अथॉरिटी ऑफ़ इंडिया के प्रबंधन के संबद्ध नियोजकों और श्री नागेंद्र प्रसाद व 20 अन्य के बीच अनुबंध में निर्दिष्ट केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, भुवनेश्वर, पंचाट (रिफरेन्स नं.- 67/2002) को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 06.07.2026 को प्राप्त हुआ था।

[सं. जेड-16025/04/2026-आईआर(एम)-95]

सलोनी, उप निदेशक

New Delhi, the 6th July, 2026

S.O. 1436.— In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (**Reference No. 67/2002**) 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 **Airport Authority of India** and **Sh. Nagendra Prasad and 20 Ors.** which was received along with soft copy of the award by the Central Government on 06.07.2026.

[No. Z-16025/04/2026-IR(M)-95]

SALONI, Dy. Director

ANNEXURE

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

ID No. 67/2002

Sh. Nagendra Prasad and 20 Ors. Vs. Airport Authority of India and Anr.

1. **Nagender Prasad**, S/o Sh. C.S. Khanduri, R/o 64-B, Janta Vihar, Kali Piau, Jharoda Road, Najafgarh, Delhi Cantt.-10.
2. **Vinod Kumar**, S/o Sh. Gopi Chand, R/o T.I. Balmik Mandir, More Line, Delhi Cantt.-10.

3. **Shanti Prasad Rijal**, S/o L. Sh. Karuna Khar, R/o Bhairi Kali Kathuna, Ward No. 3, Dailekh – Nepal.
4. **Arun Kumar**, S/o Sh. Jagdish Chauhan, R/o T-5, Balmik Mandir, More Line, Air Force, Palam, Delhi Cantt.-10.
5. **Subhash Lahera**, S/o Sh. Ghasita Ram, r/o T.3, Balmik Mandir, More Line, Air Force, Palam, Delhi Cantt.-10.
6. **Bharat Choubey**, S/o Sh. R.N. Choubey, R/o 397/B/13, Geetanjali Park, Sagar Pur, Palam, New Delhi-64.
7. **Raj Singh**, S/o Sh. Jagdish Singh, R/o H.No. R.Z.F.938, Raj Nagar Part-II, Palam Colony, Delhi-45.
8. **D.P. Sharma**, S/o Sh. G.P. Sharma, R/o H.No. R-Z, G-88, Raj Nagar, Palam Colony, Delhi-45.
9. **Ajay Kumar**, S/o Sh. Pritam Singh, R/o Vill. & P.O. Dhasoli, Teh. Jawali, Distt. Kangra (H.P.).
10. **Laxman Prasad Keshri**, S/o L. Sh. Prem Chand Keshri, R/o R-Z G-619, Raj Nagar II, Palam Colony, New Delhi-45.
11. **Anil Kumar Shukla**, S/o L. Suresh Chand Shukla, Local Add.: 173/6 R.K. Puram. Permanent Add.: Poorvi Dixtana, Mohamdi Road, Gola Gokarem Nath, Kheri (U.P.).
12. **Thom Bahadur Pun**, S/o Sh. Jaspati Pun, R/o Vill. Jaya Khani, P.O. Purti Ghat, Zone Lumbini, Distt. Gulmi, West Nepal.
13. **Anil Kumar**, S/o L. Sh. Sarop Chand, R/o 58/147, More Line, Air Force Stn. Palam, Delhi Cantt.-10.
14. **Shilender Singh**, S/o Sh. Ratan Singh, R/o Delhi Police, Tara Nagar, Kakrola, Vill. Najafgarh.
15. **Devesh Chander Thapliyal**, S/o Anusya Prasad Thapliyal, R/o M.M.1169, G.N.76, Deva Ram Park, Trinagar, Delhi.
16. **Prem Chand**, S/o Sh. Babu Lal, R/o 4 Rockriew, Air Force, Palam, Delhi Cantt.-10.
17. **Ram Phal**, S/o Sh. Hari Singh, R/o Vill. Risalwa, P.O. Salwan, Distt. Karnal (Haryana).
18. **Lalit Prasad**, S/o Sh. Deva Nand Nainwal, R/o ZG-88, Raj Nagar, Part-II, Palam Colony, New Delhi-45.
19. **Sunny**, S/o Sh. Peeter, R/o 55/5, Santh Line, Sadar Bazar, Delhi Cantt.-10.
20. **Laxman Mourya**, S/o Sh. Chhedi Ram Mourya, R/o R-Z 16-C, St.8, Sadh Nagar, Palam Colony, New Delhi.
21. **Manoj Kumar**, S/o L. Sh. Gupta Ram, R/o R.V.63-A, RV A/F, Palam Station, Cantt., Delhi-10
.... Hereinafter referred to as the Workmen

Versus

1. **Airport Authority of India**, I.G.I. Airport, New Delhi-37, Through its Chairman. ... Hereinafter referred to as 'Management-1'
2. **M/s TDI International India Pvt. Ltd.**, B-4/62, Safdarjung Enclave, New Delhi, Through its General Manager. ... Hereinafter referred to as 'management-2'

AWARD**21.05.2026****Item No.- 14**

I.D. No. 67/2002

21th May 2026**Present:****None for the parties.**

Record perused. A reference had been received by this Tribunal in the year 2002 in the following terms:

“Whether the action of the management of the Chief Executive, Airport Authority of India, IGI Airport, New Delhi-37, in stopping from service w.e.f. 08.01.2002 Sh. Nagendra Prashad and 20 other workmen (as per annexure), engaged through M/s TDI International India Pvt. Ltd., Contractor, is just, valid and reasonable? If not, to what relief and benefits are they entitled?”

After completion of pleadings, the following issues were framed for adjudication vide order dated 06.07.2006:

1. Whether the claimants are employees of Respondent No. 1? OPW.
2. Whether the claimants are employees of Respondent No. 2? OPW.
3. Whether the termination of services of the claimants w.e.f. 01.08.2000 is illegal and unjustified? OPW.
4. Whether the claimants are entitled to the relief claimed? OPW.
5. Relief.

Thereafter, the claimants were called upon to lead their evidence. For the last nineteen years, the matter has remained pending at the stage of workmen's evidence. One of the claimants was partly cross-examined in the year 2019. Thereafter, the Ld. AR for the claimants submitted that he was no longer in touch with the claimants.

It is noted that the matter has not made any progress for a considerable period and continues to remain at the stage of workmen's evidence.

In these circumstances, when the claimants have failed to appear and adduce their evidence, the claim stands dismissed for non-prosecution. Award is passed accordingly. Let a copy of this Award be sent to the Appropriate Government for publication/notification under Section 17 of the Industrial Disputes Act, 1947. File be consigned to the Record Room.

Date: 21.05.2026

ATUL KUMAR GARG, Presiding Officer

नई दिल्ली, 6 जुलाई, 2026

का.आ. 1437.—औद्योगिक विवाद अधिनियम (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार मेसर्स ओएनजीसी के प्रबंधन के संबद्ध नियोजकों और श्री निनन थॉमस के बीच अनुबंध में निर्दिष्ट केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय-1, मुंबई, पंचाट (रिफरेन्स नं.- 34/1996) को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 06.07.2026 को प्राप्त हुआ था।

[सं. जेड-16025/04/2026-आईआर(एम)-96]

सलोनी, उप निदेशक

New Delhi, the 6th July, 2026

S.O. 1437.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (**Reference No. 34/1996**) of the **Central Government Industrial Tribunal cum Labour Court-1, Mumbai** as shown in the Annexure, in the Industrial dispute between the employers in relation to **M/s ONGC** and **Shri Ninan Thomas** which was received along with soft copy of the award by the Central Government on 06.07.2026.

[No. Z-16025/04/2026-IR(M)-96]

SALONI, Dy. Director

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO. I, MUMBAI

PRESENT:

(JUSTICE ARVIND KUMAR MISHRA)

PRESIDING OFFICER

Ref.CGIT-1/34 OF 1996

M/s. ONGC

....Management

Versus

Shri Ninan Thomas

...Workman

APPEARANCE:-

For the Management

: Ms. Nirupama Kar(Adv.)

For the Workman

: Mr. Abraham Mathew(Adv.)

Mumbai, dated 06.04.2026

AWARD

The present proceedings arise pursuant to the remand orders passed by the Hon'ble High Court, whereby this Tribunal has been directed to determine the last drawn wages of the Workman as on 03.10.1996 for the purposes of Section 17-B of the Industrial Disputes Act, 1947, during the pendency of the writ petition filed by the Employer challenging the Award passed in Complaint No. CGIT-1 of 2002 arising out of Reference No. CGIT-34 of 1996.

In view of the directions of the Hon'ble High Court, the following issue arises for determination:

“What were the last drawn wages of the Workman as on 03.10.1996 for the purposes of Section 17-B of the Industrial Disputes Act?”

The Employer, being aggrieved by the Award in favour of the Workman, preferred Writ Petition No. 5700 of 2006 before the Hon'ble High Court. During the pendency of the writ petition, the Workman filed an application under Section 17-B of the Industrial Disputes Act.

The Employer initially computed the last drawn wages at Rs. 7,034/-, which was subsequently revised to Rs. 10,555/-. Both figures were disputed by the Workman.

By order dated 05.09.2011 in Contempt Petition No. 7 of 2010, the Hon'ble High Court directed the parties to appear before this Tribunal for determination of the said issue.

This Tribunal, by order dated 07.03.2012, determined the wages at Rs. 10,555/-. The said order was challenged by the Workman in Writ Petition No. 5519 of 2012. The Hon'ble High Court, vide order dated 07.10.2013, remanded the matter for fresh adjudication with specific directions.

Directions of the Hon'ble High Court

- a. The Hon'ble High Court, by order dated 19.03.2013, directed the Employer to produce:
 - Evolution of remuneration in the establishment;
 - Details of bonus/ex gratia and other financial benefits;
 - Computerized wage statements with full break-up of allowances.
- b. Despite lapse of considerable time, the said documents have not been produced before this Tribunal.

Non-Compliance and Withholding of Evidence

The Employer has taken a plea in its affidavit dated 25.09.2025 that the records are old and not traceable. This plea is vague and unsupported by any material particulars.

It is a settled position of law that withholding of best evidence invites adverse inference. In **Gopal Krishnaji Ketkar v. Mohamed Haji Latif, AIR 1968 SC 1413**, the Hon'ble Supreme Court held that a party in possession of best evidence must produce it, failing which the Court is justified in drawing adverse inference.

The same principle has been reiterated in **Municipal Corporation, Faridabad v. Siri Niwas, (2004) 8 SCC 195**, wherein it was held that non-production of relevant records by the employer justifies presumption against it. Likewise, in **R.M. Yellatti v. Assistant Executive Engineer, (2006) 1 SCC 106**, the Hon'ble Supreme Court held that failure to produce wage records entitles the Court to accept the workman's version.

The Employer's selective production of documents is equally impermissible. In **Ramchandra Keshav Adke v. Govind Joti Chavare, (1975) 1 SCC 559**, it was held that where a thing is required to be done in a particular manner, it must be done in that manner alone.

The Hon'ble Bombay High Court has also consistently held that an employer cannot avoid liability by withholding service records. In **Maharashtra State Road Transport Corporation v. Rajendra Bhimrao Mandve, 2001 (89) FLR 560 (Bom.)**, it was observed that failure to produce service records warrants adverse inference against the employer.

Failure to Establish Pay Fixation

The record shows that the Employer has failed to produce any documentary proof regarding:

- Fixation of initial pay;
- Pay revision in 1987 and 1992;
- Fixation upon promotion in 1990.

In **Sriram Industrial Enterprises Ltd. v. Mahak Singh, (2007) 4 SCC 94**, the Hon'ble Supreme Court held that the employer, being custodian of records, must produce them, failing which adverse inference follows.

It is also well settled that promotion must result in financial benefit. In **Union of India v. P.N. Menon, (1994) 4 SCC 68**, it was held that pay fixation must be lawful and rational. Similarly, in **State of Punjab v. Jagjit Singh, (2017) 1 SCC 148**, the Hon'ble Supreme Court emphasized that employees cannot be denied legitimate financial benefits.

Effect of High Court Orders on Promotion

The Minutes of Order dated 26.06.1996 passed by the Hon'ble High Court clearly granted notional promotion to the Workman from 01.01.1994.

The Employer has failed to consider the said direction. Such conduct cannot be accepted. In **Karnataka State Road Transport Corporation v. S.G. Kotturappa, (2005) 3 SCC 409**, it was held that failure to comply with binding judicial directions disentitles a party from equitable relief.

The Hon'ble Bombay High Court in **Air India Ltd. v. Vishal V. Kshirsagar, 2009 (122) FLR 121 (Bom.)** has also emphasized that service benefits flowing from judicial orders must be duly reflected in wage computation.

Section 17-B and Distinction from Dena Bank Case

The Employer has relied upon **Dena Bank v. Kirit Kumar T. Patel, (1999) 2 SCC 106**. However, the said judgment relates to notional wages based on future revisions.

In the present case, the Workman is claiming actual wages last drawn prior to termination. Hence, the said judgment is distinguishable.

Section 17-B is a beneficial provision. In **Workmen v. Hindustan Vegetable Oils Corporation Ltd., (2000) 9 SCC 632**, the Hon'ble Supreme Court held that such provisions must be interpreted in favour of the workman. Similarly, in **Bharat Singh v. Management of New Delhi Tuberculosis Centre, (1986) 2 SCC 614**, it was held that technicalities should not defeat substantive justice.

Appreciation of Evidence

The Workman has filed a detailed affidavit establishing that his last drawn wages were Rs. 20,726/-.

The Employer has failed to specifically deny the calculations. The reply is vague and evasive.

In **H.D. Singh v. Reserve Bank of India, (1985) 4 SCC 201**, it was held that vague denials are no denials in the eyes of law.

Principles of Social Justice

The Workman, now aged about 76 years, has remained unemployed for nearly three decades.

In **Harjinder Singh v. Punjab State Warehousing Corporation, (2010) 3 SCC 192**, the Hon'ble Supreme Court held that labour adjudication must be guided by social justice. Similarly, in **Surendra Kumar Verma v. CGIT, (1980) 4 SCC 443**, it was held that industrial adjudication must avoid technical rigidity.

Findings

In view of the above discussion, this Tribunal holds that:

- The Employer has failed to comply with binding directions of the Hon'ble High Court;
- The Employer has withheld best evidence;
- The Workman's claim is credible and remains uncontroverted.

AWARD

Accordingly, it is held that:

The last drawn wages of the Workman as on 03.10.1996 are Rs. 20,726/- (Rupees Twenty Thousand Seven Hundred Twenty Six only).

The issue referred by the Hon'ble High Court stands answered accordingly.

Directions

The Employer is hereby directed to:

Pay wages under Section 17-B on the basis of Rs. 20,726/-;

Comply within a period of **8 weeks** from the date of receipt of this order.

ARVIND KUMAR MISHRA, Presiding Officer

नई दिल्ली, 6 जुलाई, 2026

का.आ. 1438.— औद्योगिक विवाद अधिनियम (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार अल्ट्राटेक सीमेंट लिमिटेड; मेसर्स आरआर इंजीनियरिंग के प्रबंधन के संबद्ध नियोजकों और श्री राकेश कुमार सिंह के बीच अनुबंध में निर्दिष्ट केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, जबलपुर, पंचाट (रिफरेन्स नं.- 57/2025) को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 06.07.2026 को प्राप्त हुआ था।

[सं. जेड-16025/04/2026-आईआर(एम)-97]

सलोनी, उप निदेशक

New Delhi, the 6th July, 2026

S.O. 1438.— In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Reference No. 57/2025) of the **Central Government Industrial Tribunal cum Labour Court, Jabalpur** as shown in the Annexure, in the Industrial dispute between the employers in relation to **Ultratech Cement Limited; M/s RR Engineering and Shri Rakesh Kumar Singh** which was received along with soft copy of the award by the Central Government on 06.07.2026.

[No. Z-16025/04/2026-IR(M)-97]

SALONI, Dy. Director

ANNEXURE**THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL, JABALPUR**

NO. CGIT/LC/R/57/2025

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

Rakesh Kumar Singh
Gram-Gadwa, Posty-Gadwa (Katra)
Thana-Nai Garhi, Mahuganj
Rewa, Madhya Pradesh - 486331

Workman

Versus

1. **Factory Manager / Unit Head**
Ultratech Cement Ltd., Maihar Cement
Works, Village – Sarlanagar, Satna (MP)-486331
2. **M/s. R R Engineering**
C/o. Ultratech Cement Ltd., Unit- Maihar
Cement Works I Village-Sarlanagar,
Satna, Madhya Pradesh-486331

Management

AWARD

(Passed on this 23rd day of April - 2026.)

As per letter dated **01/10/2025** by the Deputy, Chief Labour Commissioner (Central), Government of India, Ministry of Labour, the reference is made to this Tribunal under section-10 of I.D. Act, 1947 as per reference number **J-2(1-5)/2025-ALC dt. 01/10/2025**. The dispute under reference related to :-

“Whether the action of the employer M/s. R.R. Engineering, contractor engaged by Ultratech Cement Ltd., Maihar Cement Works in terminating the service of Shri Rakesh Kumar Singh is legally valid ? If not what relief the workman Shri Rakesh Kumar Singh is entitled for ?”

After registering a case on the basis of the reference, notices were sent to the parties and served. The workman side did not file any pleadings or evidence inspite of many dates given. The management side never appeared.

Since, the initial burden to prove its case is on the workman side in which he fails. Hence, holding the claim of the workman not proved, the reference stands answered against the workman.

DATE: 23/04/2026

P. K. SRIVASTAVA, H.J.S..(RETD), Presiding Officer

नई दिल्ली, 6 जुलाई, 2026

का.आ. 1439.— औद्योगिक विवाद अधिनियम (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार मेसर्स मिडईस्ट इंटीग्रेटेड स्टील्स लिमिटेड के प्रबंधन के संबद्ध नियोजकों और बारबिल वर्कर्स यूनियन के बीच अनुबंध में निर्दिष्ट केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, भुवनेश्वर, पंचाट (रिफरेन्स नं.- 48/2019) को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 06.07.2026 को प्राप्त हुआ था।

[सं. एल-26011/4/2019-आईआर(एम)]

सलोनी, उप निदेशक

New Delhi, the 6th July, 2026

S.O. 1439.— In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (**Reference No. 48/2019**) of the **Central Government Industrial Tribunal cum Labour Court, Bhubaneswar** as shown in the Annexure, in the Industrial dispute between the employers in relation **M/s Mideast Integrated Steels Limited** and **Barbil Workers Union** which was received along with soft copy of the award by the Central Government on 06.07.2026.

[No. L-26011/4/2019-IR(M)]

SALONI, Dy. Director

ANNEXURE
CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT
BHUBANESWAR

Present:

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

INDUSTRIAL DISPUTE CASE NO. 48/2019

Date of Passing Order – 5th February, 2026

Between :-

The Managing Director,
M/s. Mideast Integrated Steels Ltd.,
At./Po. Tonto, Via – Barbil, Dist. Keonjhar,
Odisha, Pin – 785 035. ... 1st Party-Management.
(And)

The President, Barbil Workers Union,
At./Po. Bolani, Dist. Keonjhar,
Odisha, Pin - 758037 ... 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-26011/4/2019 – IR(M), dated 28.05.2019 under clause (d) of sub-section (1) and sub-section (2A) of Section 10 of the Industrial Disputes Act, 1947 for adjudication of a dispute, under the following schedule:-

“Whether Barbil Workers’ Union, Keonjhar (Odisha), has operational jurisdiction to raise the dispute concerning workmen engaged in Roida-I Iron Ore Mines of MESCO Steel, Mideast Integrated Steels Ltd., Barbil, Keonjhar, Odisha?”

If yes, whether the demand dated 22.11.2018 of Barbil Workers Union, Keonjhar (Odisha) that the transfer order effected by the Management of MESCO Steel, Mideast Integrated Steels Ltd., Barbil, Keonjhar, Odisha vide Notice dated 21.11.2018 is illegal as it has been issued without providing disturbance allowance, transportation cost, accommodation and international passport to the workmen and its family members, is proper, legal and justified as per I.D. Act, 1947? If yes, what relief the concerned workmen are entitled to and from which date? What other directions, if any are necessary in the matter?”

2. The 2nd party-Union has filed his statement of claim on 31.07.2019 and has prayed for a direction to the Management to pay their wages with effect from October, 2018 till date as an interim measure for survival of the workers of the Union.
3. Despite several opportunities so given, the 1st Party-Management has not appeared and no written statement is received from the 1st Party-Management.
4. However, during the course of adjudication, the 2nd Party-Union has neither appeared nor took any steps on different dates.
5. In view of such, no claim Order is passed by this Tribunal.
6. 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, 6 जुलाई, 2026

का.आ. 1440.—औद्योगिक विवाद अधिनियम (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार इंडियन ऑयल कॉर्पोरेशन लिमिटेड के प्रबंधन के संबद्ध नियोजकों और पेट्रोलीयम प्रोडक्ट्स हैंडलिंग एंड कैरियर्स एम्प्लॉइज यूनियन के बीच अनुबंध में निर्दिष्ट केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, भुवनेश्वर, पंचाट (रिफरेन्स नं.- 61/2023) को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 06.07.2026 को प्राप्त हुआ था।

[सं. जेड-16025/04/2026-आईआर(एम)-98]

सलोनी, उप निदेशक

New Delhi, the 6th July, 2026

S.O. 1440.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (**Reference No. 61/2023**) 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 **Indian Oil Corporation Limited** and **Petroleum Products Handling & Carriers Employees Union** which was received along with soft copy of the award by the Central Government on 06.07.2026.

[No. Z-16025/04/2026-IR(M)-98]

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. 61/2023**Date of Passing Order – 28th January, 2026****Between :-**

The Executive Director, Paradip Refinery,
IOCL, Jhimani, Kujang, Paradip,
Dist. Jagatsinghpur – 754 141.

... 1st Party-Management.

And

The General Secretary,
Petroleum Products Handling & Carriers
Employees Union, Qrs. No. C/1, Ex-Post Office
Building, Nuabazar, Paradip, Jagatsinghpur - 754142

... 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 Regional Labour Commissioner ©, HQ to the Government of India, Ministry of Labour & Employment, Office of the Chief Labour Commissioner ©, New Delhi vide order No. F. No. 24(32)/2023-IR, dated 19.09.2023 in exercise of the powers conferred by sub-section (5) of Section 12 read with sub-section (2A) of Section 10 of the Industrial Disputes Act, 1947 (14 of 1947) on the Central government and delegated to the Competent Authority in pursuance of the notification of the Government of India, in the Ministry of Labour & Employment published in the Gazette of India, Extraordinary Part. II, section 3, Sub-Section (ii) vide S.O. 1262(E) and 1263 (E) both dated the 17.03.2023 the undersigned after complying with the relevant conditions of the said notification hereby refers the said dispute for adjudication of a dispute, under the following schedule:-

“Whether the demands of the Union, as mentioned in the Annexure-1, are legal and justified in the eye of law? If yes, what relief the Union is entitled to?”

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

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

4. The 2nd Party-Union did not appear and file any statement of claim. Ultimately on 27.03.2025 notice was issued to the 2nd Party-Union through Registered Post for appearance and for filing of statement of claim. Neither the postal article sent to the 2nd Party-Union, referred to above, was received back nor was it observed by the Tribunal that postal services remained unserved in the period, referred to above.

Therefore, every presumption lies in favour of the fact that the above notices were served upon the 2nd Party-Union. Despite service of the notice, the 2nd Party-Union opted to abstain away from the proceedings. No claim statement was filed on its behalf. Thus, it is clear that the 2nd Party-Union is not interested in adjudication of the reference on merits.

5. Since the 2nd Party-Union has neither filed statement of claim nor has led any evidence so as to prove its 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, 6 जुलाई, 2026

का.आ. 1441.—औद्योगिक विवाद अधिनियम (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार मेसर्स ओम सिक्योरिटी एंड सर्विसेज़; मेसर्स इंडियन ऑयल कॉर्पोरेशन लिमिटेड के प्रबंधन के संबद्ध नियोजकों और ऑल ओडिशा प्राइवेट सिक्योरिटी कर्मचारी संघ के बीच अनुबंध में निर्दिष्ट केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, भुवनेश्वर, पंचाट (रिफरेंस नं.- 25/2013) को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 06.07.2026 को प्राप्त हुआ था।

[सं. एल-30011/6/2013-आईआर(एम)]

सलोनी, उप निदेशक

New Delhi, the 6th July, 2026

S.O. 1441.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (**Reference No. 25/2013**) of the **Central Government Industrial Tribunal cum Labour Court, Bhubaneswar** as shown in the Annexure, in the Industrial dispute between the employers in relation **M/s. OM Security & Services; M/s. Indian Oil Corporation Ltd. and All Orissa Private Security Karmachari Sangh** which was received along with soft copy of the award by the Central Government on 06.07.2026.

[No. L-30011/6/2013-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. 25/2013**Date of Passing Order – 5th February, 2026****Between :-**

1. M/s. OM Security & Services,
Plot No. 184, Bapujinagar, Sishu Bhawan Chhak,
Bhubaneswar
 2. The General Manager,
M/s. Indian Oil Corporation Ltd.,
Plot No. 304, Bhoi Nagar, Bhubaneswar.
- ... 1st Party-Management.

(And)

- The President, All Orissa Private Security
Karmachari Sangh, Plot No. 6/255, Jayadev Vihar,
Near Bijupatnaik College, Bhubaneswar.
- ... 2nd Party-Union.

Appearances:

- | | | |
|-------|-----|--|
| None. | ... | For the 1 st Party-Managements. |
| None. | ... | For the 2 nd 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. 30011/6/2013 – IR(M), dated 06.03.2013 under clause (d) of sub-section (1) and sub-section (2A) of Section 10 of the Industrial Disputes Act, 1947 for adjudication of a dispute, under the following schedule:-

“Whether the action of the management of M/s. OM Security & Services engaged by IOCL, Marketing Division, Bhubaneswar in not paying the terminal benefits to the workers as per Section 25-F of the I.D. Act is legal and justified? What relief the workmen are entitled to?”

2. That, the 2nd Party-Union has filed statement of claim inter-alia stated as follows:-

That, 13 numbers of workmen of the Union had completed more than 240 days continuous employment in a twelve calendar month and services of the workmen of the Union were terminated with effect from 31.05.2011. After termination of their services the Managements have not taken any step for settlement in the conciliation proceedings for payment of terminal benefits.

The 2nd Party-Union has prayed to direct the Principal Employer i.e. the management of Indian Oil Corporation to pay the pending payable dues towards terminal benefits to each workmen through the contractor M/s. Om Security & Services.

3. After filing of the statement of claim notices were issued to both the managements,
4. The Management No. 2 appeared on dated 04.08.2023 and filed the original certified copy of the order passed by the Hon’ble High Court of Orissa in W.P.(C) No. 22036/2013 on dated 21.07.2023,

wherein and whereby the Hon'ble High Court of Orissa has been pleased to quash the notice dated 08.08.2013 and the consequential order dated 14.08.2013 with a direction to proceed with the case.

5. After that notices were issued through regd. post to both the 2nd Party-Union and to the Management No. 1 for appearance, but neither the 2nd party-Union appeared before the Tribunal nor the Management No. 1 has filed its written statement.

6. Since the 2nd Party-Union is not taking any step in this case for the last several dates even after issuance of notice so there is every presumption lies that the 2nd Party-Union has lost interest in this case.

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

8. 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, 6 जुलाई, 2026

का.आ. 1442.—औद्योगिक विवाद अधिनियम (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार मेसर्स विक्रान्त कौशल सिक्योरिटी एजेंसी; इंडियन ऑयल कॉर्पोरेशन लिमिटेड के प्रबंधन के संबद्ध नियोजकों और काजल चट्टोपाध्याय व 2 अन्य के बीच अनुबंध में निर्दिष्ट केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, आसनसोल, पंचाट (रिफरेन्स नं.- 67/2025) को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 06.07.2026 को प्राप्त हुआ था।

[सं. जेड-16025/04/2026-आईआर(एम)-99]

सलोनी, उप निदेशक

New Delhi, the 6th July, 2026

S.O. 1442.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (**Reference No. 67/2025**) of the **Central Government Industrial Tribunal cum Labour Court, Asansol** as shown in the Annexure, in the Industrial dispute between the employers in relation **M/s Vikrant Kaushal Security Agency; Indian Oil Corporation Limited** and **Kajal Chattopadhyay and 2 others** which was received along with soft copy of the award by the Central Government on 06.07.2026.

[No. Z-16025/04/2026-IR(M)-99]

SALONI, Dy. Director

ANNEXURE

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

ASANSOL

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

REFERENCE CASE NO. 67 OF 2025**PARTIES:** Kajal Chattopadhyay and 2 Others.**Vs.**

(i) M/s. Vikrant Kaushal Security Agency, Birbhum.

(ii) Indian Oil Corporation Limited.

REPRESENTATIVES:

For the Workmen : None.

For Respondent No. 1: None.

For Respondent No. 2: Mr. Pradip Kumar Goswami, Advocate.

INDUSTRY: Oil and Gas.**STATE:** West Bengal.**Dated:** 22.05.2026.**AWARD**

In exercise of powers conferred under sub-Section (5) of Section 12 read with sub-Section (2A) of Section 10 of the Industrial Disputes Act, 1947 (14 of 1947), the Ministry of Labour, Government of India through the Office of the Deputy Chief Labour Commissioner (Central), Asansol, vide its Order **No. 1(33)/2025/E** dated 28.11.2025 has been pleased to refer the following dispute between the employer, that is the Management of (i) M/s. Vikrant Kaushal Security Agency, Birbhum, (ii) Indian Oil Corporation Limited and their workmen for adjudication by this Tribunal.

SCHEDULE

“ Whether the action of the Management of M/s Vikrant Kaushal Security Agency, Birbhum under ERPL IOCL, Shibtala Bolpur, Birbhum in terminating the services of Sri Kajal Chattopadhyay, Sujan Pal & Tapan Kumar Bardhan is justified? If not, then what relief the applicants are entitled to? ”

1. On receiving Order **No. 1(33)/2025/E** dated 28.11.2025 from the Office of the Deputy Chief Labour Commissioner (Central), Asansol, Ministry of Labour, Government of India, for adjudication of the dispute a Reference case was registered on 10.12.2025 and an order was passed for issuing notice to the parties through registered post, directing them to appear and submit their written statements along with relevant documents in support of their respective claims.

2. Mr. Pradip Kumar Goswami, learned advocate appeared for the management of Indian Oil Corporation Limited, the principal employer. Notice under registered post issued to Sujan Pal, Tapan Kumar Bardhan and M/s. Vikrant Kaushik Security Agency, the Contractor Firm, were returned unserved and Notice issue to Kajal Chattopadhyay was not returned and thus can be presumed to have been served. Case is fixed up today for appearance and to show cause as to why the case shall not be dismissed for default. No cause is shown by the workmen and the contractor firm. At 1.00 P.M. on repeated calls none appeared for the workmen and the contractor firm.

3. After registration of the case Notice were issued to the aggrieved workmen, Contractor Firm and the principal employer. Notice were issued on the basis of addresses provided in the Order of Reference. After providing reasonable opportunities to the workmen, they did not appear on 30.01.2026, 20.03.2026 and today i.e., 22.05.2026. No cause is shown. Under such circumstances, it appears that the aggrieved workmen at whose behest this Industrial Dispute has been raised, are not inclined to proceed further with the case. Therefore, the Reference case is dismissed for default.

Hence,

ORDERED

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

ANANDA KUMAR MUKHERJEE, Presiding Officer

नई दिल्ली, 6 जुलाई, 2026

का.आ. 1443.—औद्योगिक विवाद अधिनियम (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार मेसर्स मेडसेव हेल्थ इश्योरेंस टीपीए लिमिटेड के प्रबंधन के संबद्ध नियोजकों और श्री रणधीर मिश्रा, दिल्ली प्लंबर एलाइड इंडस्ट्रियल वर्कर यूनियन के माध्यम से के बीच अनुबंध में निर्दिष्ट केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय-2, नई दिल्ली, पंचाट (रिफरेन्स नं.- 152/2018) को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 06.07.2026 को प्राप्त हुआ था।

[सं. जेड-16025/04/2026-आईआर(एम)-90]

सलोनी, उप निदेशक

New Delhi, the 6th July, 2026

S.O. 1443.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (**Reference No. 152/2018**) 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 Medsave Health Insurance TPA Ltd** and **Shri Randhir Mishra through Delhi Plumber Allied Industrial Worker Union** which was received along with soft copy of the award by the Central Government on 06.07.2026.

[No. Z-16025/04/2026-IR(M)-90]

SALONI, Dy. Director

ANNEXURE

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

I.D. No. 152/2018

Sh. Randhir Mishra vs. M/s. Medsave Health Insurance TPA Ltd.

Sh. Randhir Mishra, S/o Sh. J.M. Mishra,

Through- Delhi Plumber Allied Industrial Worker Union,

Address:- 118/2, Govind Puri, Near Nathu Sweet, Okhla Industrial Area

Phase-II, New Delhi-110019.

...Workman/Applicant/Claimant

Versus

M/s. Medsave Health Insurance TPA Ltd.

(M/s. Medsave Healthcare TPA Ltd.).

Address-F-701-A, Lado Sarai, Mehrauli,

New Delhi-110030.

...Management/respondent

Counsels:

For Applicant/ Claimant:

None.

For Management/ Respondent:

Sh. Manoj Kumar, Ld. AR.

AWARD

30.03.2026

The present application has been filed **under Section 2-A of the Industrial Disputes Act, 1947 (hereinafter referred to as ‘the Act’)**. The claimant submits that he had been working with the management as an Electrician since 05.09.2008 and his last drawn salary was rupees 12,798/- per month. It is alleged that the management has been operating under different names, though the nature of work and workforce remain the same. The service record of the claimant was clean and unblemished, and no complaint was ever made against him. At the time of appointment, his signatures were obtained on blank papers, vouchers, and appointment letters, copies of which were never supplied to him. It is further alleged that he was deprived of statutory facilities such as attendance card, leave book, overtime wages, weekly and festival holidays, annual increments, and timely payment of wages. When the claimant demanded these, the managements became annoyed and withheld his earned wages for the period from 01.03.2017 to 30.03.2017 and illegally terminated his services on 31.03.2017 in violation of Section 25F of the Act, without issuing notice, or following due procedure, despite the fact that he had worked for more than 240 days in each year. Thereafter, the claimant approached the Labour Department and raised an industrial dispute before the Conciliation Officer, but due to non-cooperation of the management, the conciliation proceedings failed and a failure certificate under section 2A of the Act was issued by the appropriate government. The claimant asserts that he has remained unemployed since the date of termination despite best efforts and has no source of livelihood. He, therefore, prays that the termination be declared illegal and unjustified, and that he be reinstated in service with continuity and full back wages along with interest @ 18% per annum.

In response, the management filed its written statement opposing the claim of the workman. The management raised preliminary objections that the present claim petition is false, frivolous, and devoid of any cause of action, as it has been filed with the intention to harass the management and extract money by misusing the provisions of labour laws. It is stated that no industrial dispute exists as the claimant is not a “workman” within the meaning of the Act, and therefore, the claim is liable to be dismissed. It is further alleged that the claimant has not approached the Court with clean hands and has concealed material facts, he is a habitual litigant who has filed similar claims against other establishments despite being in

continuous employment. The management also submits that it reserves its right to file an amended/additional written statement upon receipt of supporting documents.

On merits, the management denies that the claimant was in service since 05.09.2008, stating instead that he was employed as an Electrician w.e.f. 01.04.2013 with last drawn wages of ₹11,500/- per month plus HRA of ₹1,298/-. It is denied that the management was operating under two different entities, clarifying that the company, presently known as Medsave Health Insurance TPA Limited, was earlier known as Medsave Healthcare TPA Limited and the name change was duly approved by the competent authorities. The management further denies that the claimant had a clean service record, alleging that he was irregular, negligent, and frequently absent without prior permission, for which he was repeatedly warned. It is also denied that any signatures were obtained on blank papers or that statutory facilities were not provided; rather, it is asserted that the management, being a professionally managed public limited company, complied with all applicable labour laws.

The management specifically denies termination of services and asserts that the claimant voluntarily resigned vide letter dated 31.03.2017 on account of securing better employment and requested to release him immediately to join the new job on 01.04.2017, which was accordingly granted. It is stated that full and final settlement was prepared but the claimant failed to collect the same. The allegations of illegal termination and violation of Section 25F of the Industrial Disputes Act, 1947 are denied. It is further contended that the management duly participated in conciliation proceedings and attempted settlement, but the claimant avoided accepting dues. The management disputes the claim of unemployment, asserting that the claimant is gainfully employed elsewhere, and further submits that the position vacated by him has already been filled, leaving no vacancy. Accordingly, it is contended that the claimant is not entitled to any relief, and the claim petition deserves to be dismissed.

A rejoinder had also been filed by the claimant, where he denied the averments made by the management in its W.S. and reaffirmed the averments of his claim statement. However, he admitted to have resigned on 31.03.2017, though he asserted that the same had been obtained from him under threat to kill him. He further stated that on 15.04.2017, he addressed a letter to the management seeking withdrawal of his resignation. He also admitted that he had worked with **M/s. Delhi Darbar Gastronomy Pvt. Ltd.** during the period of his employment with the management, but clarified that the said job was on a part-time basis from 06:30 PM to 10:00 PM, whereas he worked with the management from 10:00 AM to 06:00 PM.

From pleadings of the party, following issues were framed vide order dated 20.05.2019.

1. Whether the proceeding is maintainable.
2. Whether the services of the workman were terminated illegally in violation of the provisions of the ID Act by the management.
3. If the workman is entitled to reinstatement to service with back wages and interest on the back wages.
4. To what other relief the workman is entitled to.

In order to substantiate his claim, the claimant examined himself and reiterated the facts as stated in his claim statement as well as in the rejoinder. He relied upon seven documents, the seventh document is a marked document (Mark-1)'. The documents relied upon by the claimant are as follows:

1. Demand letter dated 15.04.2017 sent to the management. (WW1/1)
2. Speed post receipt. (WW1/2)
3. A letter written to the management dated 15.04.2017 seeking withdrawal of his resignation letter. (WW1/3)
4. A copy of identity card. (WW1/4)
5. A copy of letter written by the management (dated 22.01.2024) verifying the claimant's employment in their office. (WW1/5)
6. A copy of appointment letter. (WW1/6)
7. A copy of letter written by the management (dated 14.12.2011) verifying the claimant's employment in their office. (Mark-1).

The witness was put to the test of cross-examination, wherein he admitted that the resignation letter was written by him in his own handwriting, and bore his signature dated 31.03.2017 at point X on document Ex. WW1/M1. He further admitted that Ex. WW1/M2, contained his signature at point A which is a clearance form dated 31.03.2017. He also admitted that Ex. WW1/M3 was his appointment letter dated 02.04.2013, consisting of three pages and was signed by him at point B, C and D. He further admitted that his email address was randhirmishra01@gmail.com. However, he denied that any memo dated 06.05.2016 was sent to him on the email. He further admitted that he had been providing services at a company named **Delhi Darbar Gastronomy Pvt. Ltd.** having its office at 84, Archini, Delhi-110030 as an electrician. Though he could not recall the exact duration of employment with the company, he stated that it was for about 5-6 months. He further admitted that two demand letters dated 09.09.2016 (Ex. WW1/M5 and WW1/M6) against **Delhi Darbar Gastronomy Pvt. Ltd.** had been filed by him before the Deputy Labour Commissioner, Delhi, wherein he asked for minimum wages and arrears of salary. He, however, denied that he had been gainfully employed elsewhere or was providing services to private persons.

In rebuttal, the management firstly filed the affidavit of Sh. Bharat Bhushan Sharma, however, the said witness was substituted by Sh. Trivendra Kumar Sharma. The witness was called for cross-examination, but the Ld. AR for the claimant failed to cross-examine the witness despite several opportunities and repeated calls by the office of this Tribunal. Consequently, his right of cross-examination was closed, and the matter was fixed for final arguments.

Thereafter, upon a request made on behalf of the claimant, the opportunity to cross-examine the management's witness was reopened, subject to payment of a cost of Rs. 2,000/-. However, the cost was not paid, and due to continued non-appearance of the claimant, the right to cross-examine the witness was closed again. The testimony of the management's witness remained unchallenged and unrebutted, and shall be read in the evidence.

The Ld. AR for the claimant failed to appear, to cross-examine the management's witness despite repeated communications from the office of this Tribunal, and also failed to advance final arguments. Therefore, this Tribunal was left with no option but to decide the matter in the absence of arguments on behalf of the claimant.

The Ld. AR for the management contended that the present claim is not maintainable, as the claimant has not approached the Tribunal with clean hands and has suppressed material facts. It is submitted that the claimant did not disclose in his claim statement that he had voluntarily resigned from

service, and sought to improve his case in the rejoinder by alleging that the resignation was obtained under duress and threat to his life. It is further contended that the falsity of the claimant's case is evident from his own admission that he was working with another company during the period of his employment with the management. In this regard, reliance is placed upon two demand letters addressed by the claimant to **Delhi Darbar Gastronomy Pvt. Ltd.**, wherein he stated that he had been working with the said company w.e.f. 01.09.2015 as an electrician at a last drawn salary of Rs. 4,000/- per month and claimed unpaid wages of Rs. 12,000/-. In the second letter, he alleged non-payment of minimum wages and claimed arrears amounting to Rs. 43,392/- for the period from November 2015 to April 2016.

Upon careful consideration of the pleadings and evidence on record, the issue for determination is whether the claim petition is maintainable. The claimant has asserted before this Tribunal that his services were illegally terminated by the management on 31.03.2017 and that his wages for the month of March 2017 were withheld. It is his case that such termination is in violation of Section 25F of the Industrial Disputes Act, as neither any notice was served upon him nor was retrenchment compensation paid, as mandated under the said provision.

The claimant's case is that his service was terminated by the management without assigning any reason or giving any prior notice, in violation of Section 25F of the Act. Section 2(oo) defines the term 'retrenchment', while Section 25F of the Act sets out the conditions to be complied with by an employer before retrenching a workman. The definitions of which are as follows:

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

(a) voluntary retirement of the workman; or

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

[(bb)] termination of the service of the workman as a result of the non-renewal of 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.

Section 25F – Conditions precedent to retrenchment of workmen:

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

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

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

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

From the perusal of the above sections, it is clear that in industrial law, there is no absolute protection against retrenchment under the Industrial Disputes Act, 1947. An employee can be retrenched by an employer if certain conditions are fulfilled. The first exception has been provided within the definition itself, namely when a workman is terminated by way of disciplinary action. Other exceptions include voluntary retirement, superannuation as per contract, non-renewal or termination of a contract on its expiry, and termination due to continued ill-health.

The management has taken the plea that the claimant was in fact not retrenched, and he voluntarily tendered his resignation on 30.03.2017 and his resignation was accepted on same date on his request because he wanted to join another company and he had been paid full and final amount in lieu of his salary, arrears and gratuity on 31.03.2017 itself.

In this regard, it is important to mention here that the claimant suppressed the material facts from this Tribunal. Firstly, he didn't disclose that he had resigned from the services of the management on 31.03.2017. Even when he tried to improve his case, he failed to place on record any postal receipt of the letter allegedly sent to the management seeking withdrawal of his resignation, meaning thereby that the said letter was never actually sent.

Further, he admitted the fact that he had signed the clearance form dated 31.03.2017 (Ex. WW1/M2). He even failed to disclose in his claim statement that he had been working with **Delhi Darbar Gastronomy Pvt. Ltd.**, from 06:30 PM to 10:00 PM during the period of his employment with the management, and admitted this fact only later in his rejoinder. The plea of part-time employment is also falsified because he had claimed minimum wages by sending a demand letter before the conciliation officer against **Delhi Darbar Gastronomy Pvt. Ltd.** (Ex. WW1/M6).

All these circumstances clearly indicate that the claimant is guilty of suppressing the material facts. Moreover, even if the case of the claimant is assumed to be correct, it still falls within the sub-clause (a) of section 2(oo) of the Act, as the claimant had voluntarily resigned from services.

In view of the above discussion in hand, the present proceedings are held to be not maintainable, and the claimant is not entitled to any relief, much less reinstatement with full back wages. Accordingly, the claim of the claimant stands dismissed. A copy of this award be sent to the appropriate government for notification under section 17 of the Act. The case file is consigned to record room.

Dated : 30.03.2026

ATUL KUMAR GARG, Presiding Officer

नई दिल्ली, 6 जुलाई, 2026

का.आ. 1444.—औद्योगिक विवाद अधिनियम (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार कर्मचारी भविष्य निधि संगठन के प्रबंधन के संबद्ध नियोजकों और कर्मचारी भविष्य निधि कर्मचारी संघ के बीच अनुबंध में निर्दिष्ट केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, भुवनेश्वर, पंचाट (रिफरेन्स न.- 32/2020) को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 06.07.2026 को प्राप्त हुआ था।

[सं. एल-15011/1/2020-आईआर(एम)]

सलोनी, उप निदेशक

New Delhi, the 6th July, 2026

S.O. 1444.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (**Reference No. 32/2020**) of the **Central Government Industrial Tribunal cum Labour Court, Bhubaneswar** as shown in the Annexure, in the Industrial dispute between the employers in relation **Employees Provident Fund Organization** and **Employees Provident Fund Staff Union** which was received along with soft copy of the award by the Central Government on 06.07.2026.

[No. L-15011/1/2020-IR(M)]

SALONI, Dy. Director

ANNEXURE

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

Present:

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

INDUSTRIAL DISPUTE CASE NO. 32/2020

Date of Passing Order – 4th February, 2026

Between :-

1. The Additional Chief Provident Fund
Commissioner, Employees Provident Fund
Organization, Bhavishyanidhi Bhawan,
Unit-9, Janpath, Bhubaneswar, Odisha.
2. The Regional Provident Fund Commissioner,
Employees Provident Fund Organization,
Bhavishyanidhi Bhawan,
Unit-9, Janpath, Bhubaneswar, Odisha.
3. The Regional Provident Fund Commissioner,
Employees Provident Fund Organization,
Bhavishyanidhi Bhawan, Panposh Road,
Rourkela, Odisha.

... 1st Party-Management.

(And)

The General Secretary,
Employees Provident Fund Staff Union,
Bhavishyanidhi Bhawan, Unit-9 Janpath,
Bhubaneswar, Odisha, Pin – 769 004.

... 2nd Party-Union.

Appearances:

None.	...	For the 1 st Party-Management.
None.	...	For the 2 nd 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. F. No. L-15011/1/2020-IR(M), dated 04.09.2020 under clause (d) of sub-section (1) and sub-section (2A) of Section 10 of the Industrial Disputes Act, 1947 for adjudication of a dispute, under the following schedule:-

“Whether the action of the management of ACC Zonal Office, Odisha, by cutting one day pay for strike, on 28.08.2019, when the strike has not been adjudicated/declared by appropriate authority, is illegal and unjustified? Whether in the above circumstances RPFC, Rourkela, Odisha has the jurisdiction to impose dies non causing break in service in respect of 81 employees and to cut their wage/salary. Whether the said action of RPFC, Rourkela is just fair and legal? If not, what relief the affected employees are entitled to and from which date?”

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

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

4. The authorized representative for the 2nd party-Union appeared on some dates and took adjournment for filing of statement of claim. After 23.03.2022 the 2nd Party-Union neither appeared nor filed any statement of claim. Ultimately on 18.01.2023 notice was issued to the 2nd Party-Union through Registered Post for appearance and for filing of statement of claim. On 20.02.2024 the authorized representative for the 2nd party-Union appeared and prayed for time to file statement of claim and the same was allowed. After that neither the 2nd party-workman appeared before the Tribunal nor filed any statement of claim. Therefore, every presumption lies 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 the 2nd Party-Union 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, 6 जुलाई, 2026

का.आ. 1445.—औद्योगिक विवाद अधिनियम (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार मेसर्स टाटा आयरन एंड स्टील कंपनी लिमिटेड के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारी के बीच अनुबंध में निर्दिष्ट केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय-1, धनबाद, पंचाट (रिफरेन्स न.- 336/2000) को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 06.07.2026 को प्राप्त हुआ था।

[सं. एल-20012/318/2000-आईआर(सी-1)]

सलोनी, उप निदेशक

New Delhi, the 6th July, 2026

S.O. 1445.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (**Reference No. 336/2000**) of the **Central Government Industrial Tribunal cum Labour Court-1, Dhanbad** as shown in the Annexure, in the Industrial dispute between the employers in relation to **M/s Tata Iran and Steel Company Limited** and **Their Workman** which was received along with soft copy of the award by the Central Government on 06.07.2026.

[No. L-20012/318/2000-IR(C-I)]

SALONI, Dy. Director

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO.1,DHANBAD

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

Reference Case No. 336/2000

Parties:

Employer in relation to the management of M/s. TISCO Ltd., Jamadoba, Dhanbad

AND

Their Workman

Present: Shri Sachindra Kumar Pandey

Presiding Officer

Appearances:

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

For the workman :- Sri N.G. Arun, Representative

State : Jharkhand.

Industry:-Coal

Dated 04/06/2026

AWARD

In exercise of powers conferred under clause (d) of sub-section (1) and sub –section (2A) of Section 10 of the Industrial Disputes Act, 1947 (14 of 1947), Government Of India through the Ministry of Labour, vide its Order No.L-20012/318/2000 (C-I) dated 27/11/2000 has been pleased to refer the following dispute between the employer i.e. management of M/s. TISCO Ltd., Jamadoba, Dhanbad and their workman through Org. Secretary, Rashtriya Colliery Mazdoor Sangh, Dhanbad for adjudication by this Tribunal:

SCHEDULE

“Whether the action of the General Manager Tata Iron and Steel Co. Ltd., At and P.O. Jamadoba, Dt. Dhanbad in not providing employment to dependent son of Sri Lachman Tury is justified? If not, to what relief is the workman entitled ?”

2. On receiving order no. L-20012/318/2000 (C-I) dated 27/11/2000 Government of India, Ministry of Labour, New Delhi for adjudication of the dispute, Reference case no. 336 of 2000 was registered on 26.12.2000 and thereafter the notices were sent to the parties with a direction to appear and submit their written statements along with relevant documents and witnesses in support of their claims.

3. After receipt of the reference both parties appeared previously and filed their authority, W/S and subsequently rejoinder. Thereafter both the parties appeared on certain dates. Though on 01.04.2026 Sri N. G. Arun, Representative on behalf of the workman/union appeared and submitted that concerned workman has died but without substitution petition or without relevant documents filed hence neither the member of family nor the union is interested to contest the case so case may be closed.

4. On the above prayer of the union, for the ends of justice, this case deserves to be dismissed.

5. Hence,

ORDERED

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

SACHINDRA KUMAR PANDEY, Presiding Officer

नई दिल्ली, 6 जुलाई, 2026

का.आ. 1446.—औद्योगिक विवाद अधिनियम (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार नाल्को के प्रबंधन के संबद्ध नियोजकों और नाल्को प्रोग्रेसिव एम्प्लॉइज यूनियन के बीच अनुबंध में निर्दिष्ट केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, भुवनेश्वर, पंचाट (रिफरेन्स नं.- 45/2024) को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 06.07.2026 को प्राप्त हुआ था।

[सं. जेड-16025/04/2026-आईआर(एम)-100]

सलोनी, उप निदेशक

New Delhi, the 6th July, 2026

S.O. 1446.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (**Reference No. 45/2024**) of the **Central Government Industrial Tribunal cum Labour Court, Bhubaneswar** as shown in the Annexure, in the Industrial dispute between the employers in relation to **NALCO** and **Nalco Progressive Employees Union** which was received along with soft copy of the award by the Central Government on 06.07.2026.

[No. Z-16025/04/2026-IR(M)-100]

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. 45/2024

Date of Passing Order – 23rd February 2026

Between:

The General Manager,
NALCO Bhawan, P/1, Nayapalli,
Bhubaneswar – 751 015.

... 1st Party-Management.

(And)

The President, Nalco Progressive
Employees Union, At./Po. Nalconagar,
Dist. Angul – 759 145.

... 2nd Party-Union.

Appearances:

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

ORDER

In the present case, a reference was received from the Regional Labour Commissioner (Central), HQ, Government of India, Ministry of Labour & Employment, Office of the Chief Labour Commissioner ©, New Delhi vide order No.24(08)/2024-IR, dated 06.05.2024 under clause (d) of sub-section (1) and sub-section (2A) of Section 10 of the Industrial Disputes Act, 1947 for adjudication of a dispute, under the following schedule:-

“Whether the demand of management action of gherao by the NALCO Progressive Union on 21.07.2023 is deemed to be strike or not in the eye of law? If yes, what relief the management may be entitled to?”

2. In the reference order, the Deputy chief Labour Commissioner (Central), HQ, Office of the CLC ©, New Delhi commanded the parties raising the dispute to file statement of claim, complete with relevant documents, list of reliance and witnesses with this Tribunal within 15 days of receipt of the reference order and to forward a copy of such statement of claim to each one of the opposite parties involved in the dispute.
3. Despite directions so given, no statement of claim is received from the 2nd party-Union.
4. On receipt of the above reference, notice was sent to the 2nd Party-Union on 12.09.2024 for appearance and for filing of statement of claim. Neither the postal article sent to the 2nd Party-Union,

referred to above, was received back nor was it observed by the Tribunal that postal services remained unserved in the period, referred to above. Therefore, every presumption lies in favour of the fact that the above notices were served upon the 2nd Party-Union. Despite service of the notice, the 2nd Party-Union opted to abstain away from the proceedings. No claim statement was filed on its behalf. Thus, it is clear that the 2nd Party-Union is not interested in adjudication of the reference on merits.

5. Since the 2nd Party-Union has neither filed statement of claim nor has led any evidence so as to prove its cause against the Management, it is presumed that there is no claim of 2nd Party-Union 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, 6 जुलाई, 2026

का.आ. 1447.—औद्योगिक विवाद अधिनियम (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार प्रदीप कुमार पाट्टी, मेसर्स बरसुआन आयरन माइन्स सेल के प्रबंधतंत्र के संबद्ध नियोजकों और नॉर्थ ओडिशा वर्कर्स यूनियन के बीच अनुबंध में निर्दिष्ट केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, भुवनेश्वर, पंचाट (रिफरेन्स न.-21/2024) को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 06.07.2026 को प्राप्त हुआ था।

[सं. जेड-16025/04/2026-आईआर(एम)-101]

सलोनी, उप निदेशक

New Delhi, the 6th July, 2026

S.O. 1447.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (**Reference No. 21/2024**) of the **Central Government Industrial Tribunal cum Labour Court, Bhubaneswar** as shown in the Annexure, in the Industrial dispute between the employers in relation to **Pradeep Kumar Padhi, Contractor of M/s. Barsuan Iron Mines of SAIL** and **North Orissa Workers Union** which was received along with soft copy of the award by the Central Government on 06.07.2026.

[No. Z-16025/04/2026-IR(M)-101]

SALONI, Dy. Director

ANNEXURE

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT BHUBANESWAR

Present:

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

INDUSTRIAL DISPUTE CASE NO. 21/2024**Date of Passing Order – 25th February 2026**

Between:

Pradeep Kumar Padhi, Contractor of
M/s. Barsuan Iron Mines of SAIL, RSP,
Tensa.

... 1st Party-Management.

(And)

North Orissa Workers Union,
Orampara, Sundargarh, Odisha – 769 012.

... 2nd Party-Union.

Appearances:

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

In the present case, a reference was received from the office of the Deputy Chief Labour Commissioner (Central), Bhubaneswar vide order No. 5(205)/2023-RKL/RO, dated 07.02.2024 under clause (d) of sub-section (1) and sub-section (2A) of Section 10 of the Industrial Disputes Act, 1947 for adjudication of a dispute, under the following schedule:-

“Whether the Charter of demands raised by the applicant-union i.e. North Orissa Worker’s Union against the management of M/s. Paradip Kumar Padhi, Contractor of Barsuan Iron Mines of SAIL, RSP is legal and justified? If yes, what relief the workmen are 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. 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 01.07.2024 for appearance and for filing of statement of claim. Neither the postal article sent to the 2nd Party-Union, referred to above, was received back nor was it observed by the Tribunal that postal services remained unserved in the period, referred to above. Therefore, every presumption lies in favour of the fact that the above notices were served upon the 2nd Party-Union. Despite service of the notice, the 2nd Party-Union opted to abstain away from the proceedings. No claim statement was filed on its behalf. Thus, it is clear that the 2nd Party-Union is not interested in adjudication of the reference on merits.

5. Since the 2nd Party-Union has neither filed statement of claim nor has led any evidence so as to prove its cause against the Management, it is presumed that there is no claim of 2nd Party-Union 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, 6 जुलाई, 2026

का.आ. 1448.—औद्योगिक विवाद अधिनियम (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार मेसर्स कलिंगा कमर्शियल कॉर्पोरेशन मेसर्स सेल के मेसर्स तालडीही आयरन ओर माइन्स के प्रबंधन के संबद्ध नियोजकों और नॉर्थ ओडिशा वर्कर्स यूनियन के बीच अनुबंध में निर्दिष्ट केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, भुवनेश्वर, पंचाट (रिफरेन्स न.- 25/2024) को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 06.07.2026 को प्राप्त हुआ था।

[सं. जेड-16025/04/2026-आईआर(एम)-102]

सलोनी, उप निदेशक

New Delhi, the 6th July, 2026

S.O. 1448.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (**Reference No. 25/2024**) of the **Central Government Industrial Tribunal cum Labour Court, Bhubaneswar** as shown in the Annexure, in the Industrial dispute between the employers in relation to **M/s Kalinga Commercial Corporation Contractor of M/s Taldihi Iron Ore Mines of M/s SAIL and North Orissa Workers Union** which was received along with soft copy of the award by the Central Government on 06.07.2026.

[No. Z-16025/04/2026-IR(M)-102]

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. 25/2024

Date of Passing Order-27th February 2026

Between:

M/s. Kalinga Commercial Corporation, Contractor of
M/s. Taldihi Iron Ore Mines of M/s. SAIL, RSP, Tensa.

.....1 Party-Management.

(And)

North Orissa Workers Union,
Orampara, Sundargarh, Odisha-769 012.

.....2nd Party-Union.

Appearances:

None. For the 1st Party-Management.

None. For the 2nd Party-Union.

ORDER

In the present case, a reference was received from the office of the Deputy Chief Labour Commissioner (Central), Bhubaneswar vide order No. 5(215)/2023-RKL/RO, dated 22.02.2024 under clause (d) of sub-section (1) and sub-section (2A) of Section 10 of the Industrial Disputes Act, 1947 for adjudication of a dispute, under the following schedule:-

"Whether the demand of the applicant union i.e. North Orissa Worker's Union against the management of M/s. Kalinga Commercial Corporation Ltd., Contractor of Taldihi Iron Mines of SAIL, RSP over payment of bonus @ 20% for the financial year 2022-2023 is legal and Justified? If yes, what relief the workmen are 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. 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 01.07.2024 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 Labo of the notice, the 2nd Party-Union opted to abstain away from the proceedings. No claim statement was filed on its behalf. Thus, it is clear that the 2nd Party-Union is not interested in adjudication of the reference on merits.

5. Since the 2nd Party-Union has neither filed statement of claim nor has led any evidence so as to prove its cause against the Management, it is presumed that there is no claim of 2nd Party-Union 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, 6 जुलाई, 2026

का.आ. 1449.—औद्योगिक विवाद अधिनियम (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार इंडियन ऑयल कॉर्पोरेशन लिमिटेड के प्रबंधन के संबद्ध नियोजकों और पेट्रोलियम प्रोडक्ट्स हैंडलिंग एंड कैरियर्स एम्प्लॉइज यूनियन के बीच अनुबंध में निर्दिष्ट केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, भुवनेश्वर, पंचाट (रिफरेंस नं.- 60/2023) को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 06.07.2026 को प्राप्त हुआ था।

[सं. जेड-16025/04/2026-आईआर(एम)-103]

सलोनी, उप निदेशक

New Delhi, the 6th July, 2026

S.O. 1449.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (**Reference No. 60/2023**) 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 **Indian Oil Corporation Limited** and **Petroleum Products Handling & Carriers Employees Union** which was received along with soft copy of the award by the Central Government on 06.07.2026.

[No. Z-16025/04/2026-IR(M)-103]

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. 60/2023

Date of Passing Order – 28th January, 2026

Between :-

1. The Chief General Manager (Operations),
IOCL, South Eastern Region Pipelines,
Post Box No.83, Paradip Mukhya Dak Ghar,
Paradip, Jagatsinghpur – 754 142.

... 1st Party-Management.

(And)

The General Secretary,
Petroleum Products Handling & Carriers
Employees Union, Qrs. No. C/1, Ex-Post Office
Building, Nuabazar, Paradip, Jagatsinghpur - 754142

... 2nd Party-Union.

Appearances:

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

ORDER

In the present case, a reference was received from the Regional Labour Commissioner ©, HQ to the Government of India, Ministry of Labour & Employment, Office of the Chief Labour Commissioner ©, New Delhi vide order No. F. No. 24(31)/2023-IR, dated 21.09.2023 under clause (d) of sub-section(1) and sub-section (2A) of Section 10 of the Industrial Disputes Act, 1947 (14 of 1947) adjudication of a dispute, under the following schedule:-

“Whether the demands of the Union, as mentioned in the Annxure-1, are legal and justified in the eye of law? If yes, what relief the Union is entitled to?”

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

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

4. The 2nd Party-Union did not appear and file any statement of claim. Ultimately on 27.03.2025 notice was issued to the 2nd Party-Union through Registered Post for appearance and for filing of statement of claim. Neither the postal article sent to the 2nd Party-Union, referred to above, was received back nor was it observed by the Tribunal that postal services remained unserved in the period, referred to above. Therefore, every presumption lies in favour of the fact that the above notices were served upon the 2nd Party-Union. Despite service of the notice, the 2nd Party-Union opted to abstain away from the proceedings. No claim statement was filed on its behalf. Thus, it is clear that the 2nd Party-Union is not interested in adjudication of the reference on merits.

5. Since the 2nd Party-Union has neither filed statement of claim nor has led any evidence so as to prove its 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, 6 जुलाई, 2026

का.आ. 1450.—औद्योगिक विवाद अधिनियम (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार सेल का मेसर्स बारसुआन आयरन माइन्स के प्रबंधन के संबद्ध नियोजकों और नॉर्थ ओडिशा वर्कर्स यूनियन के बीच अनुबंध में निर्दिष्ट केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, भुवनेश्वर, पंचाट (रिफरेन्स नं.- 22/2024) को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 06.07.2026 को प्राप्त हुआ था।

[सं. जेड-16025/04/2026-आईआर(एम)-104]

सलोनी, उप निदेशक

New Delhi, the 6th July, 2026

S.O. 1450.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (**Reference No. 22/2024**) of the **Central Government Industrial Tribunal cum Labour Court, Bhubaneswar** as shown in the Annexure, in the Industrial dispute between the employers in relation to **M/s Barsuan Iron Mines of SAIL** and **North Orissa Workers Union** which was received along with soft copy of the award by the Central Government on 06.07.2026.

[No. Z-16025/04/2026-IR(M)-104]

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. 22/2024

Date of Passing Order – 25th February 2026

Between:

Pradeep Kumar Padhi, Contractor of
M/s. Barsuan Iron Mines of SAIL, RSP,
Tensa.

... 1st Party-Management.

(And)

North Orissa Workers Union,
Orampara, Sundargarh, Odisha – 769 012.

... 2nd Party-Union.

Appearances:

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

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

ORDER

In the present case, a reference was received from the office of the Deputy Chief Labour Commissioner (Central), Bhubaneswar vide order No. 5(205)/2023-RKL/RO, dated 07.02.2024 under clause (d) of sub-section (1) and sub-section (2A) of Section 10 of the Industrial Disputes Act, 1947 for adjudication of a dispute, under the following schedule:-

“Whether the Charter of demands raised by the applicant-union i.e. North Orissa Worker’s Union against the management of M/s. Paradip Kumar Padhi, Contractor of Barsuan Iron Mines of SAIL, RSP is legal and justified? If yes, what relief the workmen are 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. 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 01.07.2024 for appearance and for filing of statement of claim. Neither the postal article sent to the 2nd Party-Union, referred to above, was received back nor was it observed by the Tribunal that postal services remained unserved in the period, referred to above. Therefore, every presumption lies in favour of the fact that the above notices were served upon the 2nd Party-Union. Despite service of the notice, the 2nd Party-Union opted to abstain away from the proceedings. No claim statement was filed on its behalf. Thus, it is clear that the 2nd Party-Union is not interested in adjudication of the reference on merits.

5. Since the 2nd Party-Union has neither filed statement of claim nor has led any evidence so as to prove its cause against the Management, it is presumed that there is no claim of 2nd Party-Union 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, 6 जुलाई, 2026

का.आ. 1451.—औद्योगिक विवाद अधिनियम (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार मेसर्स रश्मि इंजीनियरिंग एंड इरेक्टर्स; मेसर्स प्रैक्सियर इंडिया प्राइवेट लिमिटेड; मेसर्स प्रभाकर साहू के/ऑफ़ आईओसीएल के प्रबंधतंत्र के संबद्ध नियोजकों और पेट्रोलियम प्रोडक्ट्स हैंडलिंग एंड कैरियर्स एम्प्लॉइज यूनियन के बीच अनुबंध में निर्दिष्ट केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, भुवनेश्वर, पंचाट (रिफरेन्स नं.- 06/2024) को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 06.07.2026 को प्राप्त हुआ था।

[सं. जेड-16025/04/2026-आईआर(एम)-105]

सलोनी, उप निदेशक

New Delhi, the 6th July, 2026

S.O. 1451.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (**Reference No. 06/2024**) of the **Central Government Industrial Tribunal cum Labour Court, Bhubaneswar** as shown in the Annexure, in the Industrial dispute between the employers in relation to **M/s. Rashmi Engineering & Erectors; M/s. Praxiar India Pvt. Ltd.; M/s. Pravakar Sahoo C/o. IOCL and Petroleum Products Handling & Carriers Employees Union** which was received along with soft copy of the award by the Central Government on 06.07.2026.

[No. Z-16025/04/2026-IR(M)-105]

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. 06/2024

Date of Passing Order – 24th February 2026

Between:

M/s. Rashmi Engineering & Erectors &
M/s. Praxiar India Pvt. Ltd. &
M/s. Pravakar Sahoo, C/o. IOCL Refinery,
Paradip.

... 1st Party-Managements.

(And)

Petroleum Products Handling & Carriers Employees
Union, Paradip, Jagatsinghpur, Odisha – 754 142

... 2nd Party-Union.

Appearances:

None.	...	For the 1 st Party-Managements.
None.	...	For the 2 nd Party-Union.

ORDER

In the present case, a reference was received from the office of the Deputy Chief Labour Commissioner (Central), Bhubaneswar vide order No. 8(52)/2023-B.II, dated 11.12.2023 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 charter of demands as raised by the Union as per attached annexure is legal, fair and justified? If so, what relief they are 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. 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 03.06.2024 for appearance and for filing of statement of claim. Neither the postal article sent to the 2nd Party-Union, referred to above, was received back nor was it observed by the Tribunal that postal services remained unserved in the period, referred to above. Therefore, every presumption lies in favour of the fact that the above notices were served upon the 2nd Party-Union. Despite service of the notice, the 2nd Party-Union opted to abstain away from the proceedings. No claim statement was filed on its behalf. Thus, it is clear that the 2nd Party-Union is not interested in adjudication of the reference on merits.

5. Since the 2nd Party-Union has neither filed statement of claim nor has led any evidence so as to prove its cause against the Management, it is presumed that there is no claim of 2nd Party-Union 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, 6 जुलाई, 2026

का.आ. 1452.—औद्योगिक विवाद अधिनियम (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार स्टील अथॉरिटी ऑफ़ इंडिया लिमिटेड के प्रबंधन के संबद्ध नियोजकों और श्री जागा साहू; केएमडब्ल्यू के बीच अनुबंध में निर्दिष्ट केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, भुवनेश्वर, पंचाट (रिफरेन्स नं.- 93/2024) को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 06.07.2026 को प्राप्त हुआ था।

[सं. जेड-16025/04/2026-आईआर(एम)-106]

सलोनी, उप निदेशक

New Delhi, the 6th July, 2026

S.O. 1452.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (**Reference No. 93/2024**) of the **Central Government Industrial Tribunal cum Labour Court, Bhubaneswar** as shown in the Annexure, in the Industrial dispute between the employers in relation **Steel Authority of India Limited** and **Shri Jaga Sahu; KMWU** which was received along with soft copy of the award by the Central Government on 06.07.2026.

[No. Z-16025/04/2026-IR(M)-106]

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. 93/2024

Date of Passing Order – 24th February 2026

Between:

1. SAIL, RSP, Bolani Ore Mines,
Bolani.
2. Steel Authority of India Limited,
RSP, At./Po. Bolani, Keonjhar – 758 037.
... 1st Party-Managements.
(And)
1. Sri Jaga Sahu, G-11, Kendujhar,
Odisha – 758 037.
2. KMWU, G-11, Barbil, Keonjhar – 758 035.
... 2nd Party-Workman/Union.

Appearances:

None.	...	For the 1 st Party-Managements.
None.	...	For the 2 nd Party-Workman/Union.

ORDER

In the present case, a reference was received from the office of the Deputy Chief Labour Commissioner (Central), Bhubaneswar vide order No. 5(22)/2024-BBL/SP, dated 25.11.2024 under clause (d) of sub-section (1) and sub-section (2A) of Section 10 of the Industrial Disputes Act, 1947 for adjudication of a dispute, under the following schedule:-

1. Whether the management is legally bound to allow one day extra wages to those who have worked on the date of polling.
2. Whether allowing one day “Compensatory Plant Holiday” instead of providing one day extra wages to the workmen who has worked on the date of election is legally correct?
3. Whether the demand by the Union for the payment of extra wages to the workers those who have worked on the date of election is legally valid?

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

4. On receipt of the above reference, notice was sent to the 2nd Party-Workman on 27.03.2025 for appearance and for filing of statement of claim. The postal article sent to the 2nd Party-Workman, referred to above, was received back with postal remark “insufficient address”. Despite issuance of the notice, the 2nd Party-Workman/Union opted to abstain away from the proceedings. No claim statement was filed on its behalf. Thus, it is clear that the 2nd Party-Workman/Union is not interested in adjudication of the reference on merits.

5. Since the 2nd Party-Workman/Union has neither filed statement of claim nor has led any evidence so as to prove its cause against the Management, it is presumed that there is no claim of 2nd Party-Workman/Union 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, 6 जुलाई, 2026

का.आ. 1453.—औद्योगिक विवाद अधिनियम (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार बिड़ला सनलाइफ़ इंश्योरेंस कंपनी लिमिटेड के प्रबंधन के संबद्ध नियोजकों और श्री श्री सुनील दत्त के बीच अनुबंध में निर्दिष्ट केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय-1, चंडीगढ़, पंचाट (रिफरेन्स नं.- 07/2016) को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 06.07.2026 को प्राप्त हुआ था।

[सं. एल-17012/12/2016-आईआर(एम)]

सलोनी, उप निदेशक

New Delhi, the 6th July, 2026

S.O. 1453.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (**Reference No. 07/2016**) of the **Central Government Industrial Tribunal cum Labour Court-1, Chandigarh** as shown in the Annexure, in the Industrial dispute between the employers in relation to **Birla Sunlife Insurance Co. Ltd.** and **Shri Sunil Datt** which was received along with soft copy of the award by the Central Government on 06.07.2026.

[No. L-17012/12/2016-IR(M)]

SALONI, Dy. Director

ANNEXURE

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

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

ID No.07/2016

Registered on:-20.06.2016

Sh. Sunil Dutt, S/o Sh. Padam Dutt, R/o 5, Guru Amar Dass Nagar, Near Verka Milk Plant, Jalandhar (Punjab).

----- Workman

Versus

1. The Head Sales HR, Birla Sunlife Insurance Co. Ltd, One India Bulls Centre, Tower 1, 15th & 16th Floor, Jupiter Mill Compound, 841 Senapati Bapat Marg, Elephinstone Road, Mumbai-400013.
2. The Regional Manager, Birla Sunlife Insurance Co. Ltd., 3rd Floor Fortune Chamber, Opp. Stock Exchange, SCO 16/17, Ferozepur Gandhi Market, Ludhiana-141001.
3. The Branch Head, Birla Sunlife Insurance Co. Ltd., 23-24, 2nd Floor, EH 197, City Square, Civil Lines, Near Kesar Petrol Pump, Jalandhar (Punjab)-144001.

----Respondents

Present:- None for Workman.

Sh. D.P. Sharma, AR for Respondents.

AWARD : 05.06.2026

1. Central Government Vide Notification No.L-17012/12/2016-IR(M) dated 10.06.2016, Clause (d) of Sub-section (1) and Sub-Section (2A) of Section 10 of the Industrial Disputes Act, 1947 (hereinafter called the Act), has referred the following Industrial dispute for adjudication to this Tribunal.

“Whether the action of the management of Birla Sunlife Company India Limited, in terminating the services of workman Shri Sunil Dutt S/o Sh. Padam Dutt w.e.f.11.04.2009 is legal, fair and justified? If not, what relief workman is entitled to and from which date?”

2. The case is fixed for cross-examination of workman since 23.09.2025. However, no one is turning up on behalf of workman. Today also, no one turned up on behalf of workman. The workman has been given sufficient opportunities for cross-examination, but no one turned up on behalf of workman in spite of the opportunities afforded for cross-examination, which shows that the workman is not interested in adjudication of the matter on merit.

3. Since no one is appearing for the workman, as such, this Tribunal is left with no choice, except to pass a 'No Claim Award'. Accordingly, 'No Claim Award' is passed in the present Industrial Dispute.

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

KAMAL KANT, Presiding Officer

नई दिल्ली, 6 जुलाई, 2026

का.आ. 1454.—औद्योगिक विवाद अधिनियम (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार बिड़ला सनलाइफ़ इंश्योरेंस कंपनी लिमिटेड के प्रबंधन के संबद्ध नियोजकों और श्री कमल दीप सिंह के बीच अनुबंध में निर्दिष्ट केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय-1, चंडीगढ़, पंचाट (रिफरेन्स नं.- 08/2016) को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 06.07.2026 को प्राप्त हुआ था।

[सं. एल-17012/10/2016-आईआर(एम)]

सलोनी, उप निदेशक

New Delhi, the 6th July, 2026

S.O. 1454.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (**Reference No. 08/2016**) of the **Central Government Industrial Tribunal cum Labour Court-1, Chandigarh** as shown in the Annexure, in the Industrial dispute between the employers in relation to **Birla Sunlife Insurance Co. Ltd.** and **Shri Kamal Deep Singh** which was received along with soft copy of the award by the Central Government on 06.07.2026.

[No. L-17012/10/2016-IR(M)]

SALONI, Dy. Director

ANNEXURE

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

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

ID No.08/2016

Registered on:-20.06.2016

Sh. Kamal Deep Singh, S/o Shri Bachan Singh, R/o H. No.16, Rail Vihar, PO-Chogiti, Jalandhar(Punjab).

----- Workman

Versus

1. The Head Sales HR, Birla Sunlife Insurance Co. Ltd, One India Bulls Centre, Tower 1, 15th & 16th Floor, Jupiter Mill Compound, 841 Senapati Bapat Marg, Elephinstone Road, Mumbai-400013.
2. The Regional Manager, Birla Sunlife Insurance Co. Ltd., 3rd Floor Fortune Chamber, Opp. Stock Exchange, SCO 16/17, Ferozpur Gandhi Market, Ludhiana-141001.
3. The Branch Head, Birla Sunlife Insurance Co. Ltd., 23-24, 2nd Floor, EH 197, City Square, Civil Lines, Near Kesar Petrol Pump, Jalandhar (Punjab)-144001.

---- Respondents

Present:- None for Workman.

Sh. D.P. Sharma, AR for Respondents.

Award :05.06.2026

1. Central Government Vide Notification No.L-17012/10/2016-IR(M) dated 10.06.2016, Clause (d) of Sub-section (1) and Sub-Section (2A) of Section 10 of the Industrial Disputes Act, 1947 (hereinafter called the Act), has referred the following Industrial dispute for adjudication to this Tribunal.

“Whether the action of the management of Birla Sunlife Company India Limited, in terminating the services of workman Sh. Kamal Deep Singh, S/o Shri Bachan Singh w.e.f.08.03.2010 is legal, fair and justified? If not, what relief workman is entitled to and from which date?”

2. The case is fixed for cross-examination of workman since 23.09.2025. However, no one is turning up on behalf of workman. Today also, no one turned up on behalf of workman. The workman has been given sufficient opportunities for cross-examination, but no one turned up on behalf of workman in spite of the opportunities afforded for cross-examination, which shows that the workman is not interested in adjudication of the matter on merit.

3. Since no one is appearing for the workman, as such, this Tribunal is left with no choice, except to pass a 'No Claim Award'. Accordingly, 'No Claim Award' is passed in the present Industrial Dispute.

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

KAMAL KANT, Presiding Officer

नई दिल्ली, 6 जुलाई, 2026

का.आ. 1455.—औद्योगिक विवाद अधिनियम (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार ईएसआईसी डिस्पेंसरी; आर.के.एस. सिक्योरिटी एजेंसी के प्रबंधन के संबद्ध नियोजकों और श्री लाल सिंह, ऑल इंडिया जनरल मज़दूर ट्रेड यूनियन के बीच अनुबंध में निर्दिष्ट केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय-2, नई दिल्ली, पंचाट (रिफरेन्स नं.- 225/2019) को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 06.07.2026 को प्राप्त हुआ था।

[सं. जेड-16025/04/2026-आईआर(एम)-107]

सलोनी, उप निदेशक

New Delhi, the 6th July, 2026

S.O. 1455.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (**Reference No. 225/2019**) 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 **ESIC Dispensary; R.K.S. Security Agency and Shri Lal Singh, All India General Mazdoor Trade Union** which was received along with soft copy of the award by the Central Government on 06.07.2026.

[No. Z-16025/04/2026-IR(M)-107]

SALONI, Dy. Director

ANNEXURE**BEFORE CENTRAL GOVT. INDUSTRIAL TRIBUNAL CUM – LABOUR COURT NO. II,
NEW DELHI****ID No. 225/2019**

Sh. Lal Singh, S/o Late Sh. Mangla Ram, Through: All India General Mazdoor Trade Union, Office: 170, Bal Mukund-Khand, Giri Nagar, Kalkaji, New Delhi – 110019.

... Claimant/Workman**Versus**

1. **ESIC Dispensary**, G-Block, Opposite CGHS Dispensary, Kalkaji, New Delhi – 110019

.... Respondent/Management No. 1

2. **R.K.S. Security Agency**, Office: D-3, New Ashok Nagar, New Delhi – 110066

.... Respondent/Management No. 2**AWARD****21.05.2026****Item No.- 03**

I.D. No. 225/2019

Present:**Sh. Anil Rajput, Ld. AR for the claimant.****None for management-1 (ESIC).****Management-2 has already been proceeded ex-parte.**

The Ld. AR for the claimant has submitted that he has lost touch with the legal heirs of the deceased claimant, Late Sh. Lal Singh.

Record perused. The present claim statement had been filed by the claimant against ESIC and M/s. R.K.S. Security Agency alleging illegal termination of his services. In the year 2022, the claimant expired and his legal heirs were substituted in his place vide order dated 02.11.2022. Subsequently, a written statement was filed by Management No. 1 on 08.02.2023. However, no rejoinder thereto has been filed till date.

On 26.05.2025, a No Dispute Award was passed by the Tribunal due to continued non-appearance on behalf of the claimant. However, on the same date, the Ld. AR along with the legal heirs of the claimant appeared before the Tribunal, and the said award was set aside at his oral request.

Thereafter, the Ld. AR for the claimant has appeared today and requested that a 'No Dispute Award' be passed in the matter, stating that he has lost touch with the legal heirs of the claimant.

Considering the aforesaid submission made by the Ld. AR for the claimant, the present claim is treated as not pressed and stands dismissed accordingly. Award is passed in these terms. Let a copy of this Award be sent to the Appropriate Government for publication/notification under Section 17 of the Industrial Disputes Act, 1947. File be consigned to the Record Room.

Dated 21.05.2026

ATUL KUMAR GARG, Presiding Officer

नई दिल्ली, 6 जुलाई, 2026

का.आ. 1456.—औद्योगिक विवाद अधिनियम (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार मेसर्स आईएससी-एसए यादव (जेवी); एनसीएल के प्रबंधन के संबद्ध नियोजकों और श्री राम प्रकाश शाह के बीच अनुबंध में निर्दिष्ट केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, कानपुर, पंचाट (रिफरेन्स नं.- 43/2025) को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 06.07.2026 को प्राप्त हुआ था।

[सं. जेड-16025/04/2026-आईआर(एम)-108]

सलोनी, उप निदेशक

New Delhi, the 6th July, 2026

S.O. 1456.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Reference No. 43/2025) of the Central Government Industrial Tribunal cum Labour Court, Kanpur as shown in the Annexure, in the Industrial dispute between the employers in relation to M/s ISC-SA Yadav (JV); NCL and Shri Ram Prakash Shah which was received along with soft copy of the award by the Central Government on 06.07.2026.

[No. Z-16025/04/2026-IR(M)-108]

SALONI, Dy. Director

ANNEXURE

THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT,

KANPUR

ID Case No. 43 of 2025

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

Between:-

Shri Ram Prakash Shah, Vill-Kaam, Post Tiwara, Singrauli, Madhya Pradesh-486886.

.....Workman

AND

1. M/s ISC-SA Yadav (JV) Office No. 213-214, 2nd Floor, Decision Tower, Near City Pride Theatre, Pune-Santara Road, Biwewadi Pune-411037

2. The General Manager, NCL, Khadia Project, Sonbhadra, Uttar Pradesh-486886

.....Management

AWARD**09.06.2026**

Office of the Dy. chief labour commissioner (central), vide order no. K-10(25)/2024-IR dated 21.05.2025 has referred the Industrial Dispute to this Tribunal for adjudication.

This award arises in response to the reference made by the Office of the DY. Chief Labour Commissioner(Central) in exercise of the powers conferred by sub-section(5) of Section 12 read with sub-section (2A) of Section 10 of the Industrial Disputes Act, 1947(14 of 1947) on the Central Government and Delegated to the undersigned in pursuance of the Notifications of the Government of India, in the Ministry of Labour & Employment published in the Gazette of India, Extraordinary Part II, Section 3, Sub-Section (ii) vide S.O 1262 (E) and 1263(E) both dated 17.03.2023 the Office of the Dy. Chief Labour Commissioner (Central) hereby refers the said dispute for adjudication to the Central Government Industrial Tribunal-cum-Labour Court, Kanpur. The Reference is stated as follows:-

“Whether the termination of the service of Shri Ram Prakash Shah is legal and justified? If not to what relief the workman is entitled to and from which date?”

After receiving the reference the Tribunal issued notice on 07.01.2026 and fixed date for filing claim statement for 23.01.2026. On Perusal of the record it is found out the worker failed to file claim statement on fixed date though he was present. After that the workman was given another opportunity for filing claim statement by fixing date 7.04.2026. On 7.04.2026 the claimant appeared and again requested for time for filing claim statement. But on 9.06.2026 the claimant workman failed to appear before the Tribunal and not filed any claim statement.

On perusal of record it is found that claimant failed to submit claim statement being provided several opportunities. Hence in given circumstances it is presumable that claimant workman is not interested in contesting the Industrial dispute.

Hence in the given circumstances the reference stands disposed of as of ‘NIL’ award.

Answered Accordingly.

Parties are left to bear their respective costs.

Date: 09.06.2026

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

नई दिल्ली, 7 जुलाई, 2026

का.आ. 1457.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार एयर इंडिया लिमिटेड के प्रबंधतंत्र के संबद्ध नियोजको और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में **केन्द्रीय सरकार औद्योगिक अधिकरण-सह-श्रम न्यायालय, मुंबई-2**, के पंचाट (संदर्भ सीजीआईटी संख्या 2/48/2012) को प्रकाशित करती है,

[सं. एल-11012/7/2012-आई.आर.(सीएम-1)]

जयदीप यादव, उप निदेशक

New Delhi, the 7th July, 2026

S.O. 1457.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. CGIT.No. 2/48/2012) of the Central Government Industrial Tribunal-cum-Labour Court, Mumbai- 2, as shown in the Annexure, in the industrial dispute between the Management of M/s. **Air India Limited.** and their workmen.

[No. L-11012/7/2012—IR (CM-I)]

JAIDEEP YADAV, Dy. Director

ANNEXURE

BEFORE JUSTICE RETIRED SHIV SHANKER PRASAD

PRESIDING OFFICER/LINK OFFICER

THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO.2, MUMBAI

PRESENT

JUSTICE RETIRED SHIV SHANKER PRASAD

Presiding Officer/Link Officer

REFERENCE NO. CGIT-2/48 of 2012

EMPLOYERS IN RELATION TO THE MANAGEMENT OF

Party No. 1. Air India Limited

M/s. Air India Ltd.

The Executive Director – IR,

Old Airport,

Santacruz (E)

Mumbai 400 029.

State: Maharashtra

AND

THEIR WORKMEN.

Party No. 2 (Mr. J. P. Choudhary)

Mr. J. P. Choudhary

Nanudi Wadi,

Kaular Budruk,

Tal Post. Vasai,

Thane.

State: Maharashtra

APPEARANCES:

Management : M/s. M. V. Kini & Co.

Workman : No appearance.

AWARD

(Delivered on 13-03-2026)

1. This Reference has been made by the Central Government in exercise of powers under clause (d) of sub-section (1) and sub-section (2A) of Section 10 of the Industrial Disputes Act, 1947, vide Government of India, Ministry of Labour & Employment, New Delhi, order No. L-11012/7/2012-IR(CM-I) dated 15.10.2012. The terms of reference given in the schedule are as follows:

“Whether the action of the management of Air India Ltd., Mumbai in imposing penalty as dismissal from service without retirement benefits vide order dated 17.04.2001 is legal and justified? To what relief is the workman concerned entitled?”

2. Case called out today. The learned counsel for the respondent Ms. Geeta Raju is present before the court, but no one is present on behalf of the workman/petitioner on repeated calls. From perusal of record, it is apparent that, the petitioner is not responding and attending the court since 27.04.2020 long back. Although Statement of Claim and Written Statement have been filed by the parties respectively. The petitioner has also filed his affidavit as evidence and some cross examination was done, but petitioner is not coming to the court for his further cross examination. No other evidence has been filed by the petitioner/workman to prove the contents of the Statement of Claim as well as the contents of his affidavit. The petitioner is not coming to the court since long back. It appears that, he is not interested to contest the case furthermore. The claim of the petitioner is not proved. So, the case is closed.

Hence, it is ordered.

ORDER

The action of the management of Air India Ltd., Mumbai in imposing penalty as dismissal from service without retirement benefits vide order dated 17.04.2001 is legal and justified. The concerned workman is not entitled to any relief.

Date: 13-03-2026

SHIV SHANKER PRASAD, Presiding Officer

नई दिल्ली, 7 जुलाई, 2026

का.आ. 1458.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार एयर इंडिया चार्टर्स लिमिटेड के प्रबंधतंत्र के संबद्ध नियोजको और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण-सह-श्रम न्यायालय, मुंबई-2, के पंचाट (संदर्भ सीजीआईटी संख्या 2/40/2012) को प्रकाशित करती है,

[सं. एल-11012/3/2012-आई.आर.(सीएम-1)]

जयदीप यादव, उप निदेशक

New Delhi, the 7th July, 2026

S.O. 1458.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. CGIT.No. 2/40/2012) of the Central Government Industrial Tribunal-cum-Labour Court, Mumbai- 2, as shown in the Annexure, in the industrial dispute between the Management of M/s. **Air India Charters Limited.** and their workmen.

[No. L-11012/33/2012-IR (CM-I)]

JAIDEEP YADAV, Dy. Director

ANNEXURE**BEFORE JUSTICE RETIRED SHIV SHANKER PRASAD****PRESIDING OFFICER/LINK OFFICER****THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO.2, MUMBAI****PRESENT****JUSTICE RETIRED SHIV SHANKER PRASAD**

Presiding Officer/Link Officer

REFERENCE NO. CGIT-2/40 of 2012**EMPLOYERS IN RELATION TO THE MANAGEMENT OF****Party No. 1 M/s. Air India Charters Ltd.,**

The Chief of Personnel,
Air India Charters Ltd.,
Old Airport,
Kalina, Santacruz,
Mumbai – 400 029,
State: Maharashtra.

AND

THEIR WORKMAN.**Party No. 2 (Mr. Prakash Pandurang Vaydande)**

Chandresh Plaza C/103,
Achole X Road,
Nalasopara (E),
Tal. Vasai,
Dist. Thane
State: Maharashtra.

APPEARANCES:

Management	:	Mr. L. L. D'Souza. Representative.
Workman/Union	:	Mr. M. A. Ingole Advocate

AWARD

(Delivered on 12-03-2026)

1. This Reference has been made by the Central Government in exercise of powers under clause (d) of sub-section (1) and sub-section (2A) of Section 10 of the Industrial Disputes Act, 1947, vide Government of India, Ministry of Labour & Employment, New Delhi, order No. L-11012/3/2012 (IR(CM-I)) dated 04.09.2012. The terms of reference given in the schedule are as follows:

“Whether the action of the management of Air India Charters Ltd., Mumbai in terminating the services of Shri Prakash Pandurang Vaydande, Ex-Security Asstt. Vide order dated 13.12.2010 is legal and justified? To what relief is the workman concerned entitled?”

2. Case called out today. Ms. Deepika Agrawal learned counsel for the respondent/party no.1 is present before the court, but no one is present on behalf of the petitioner/workman on repeated calls. From perusal of record, it is apparent that, the petitioner/workman is not responding and attending the court since 13.07.2022 long back. Although, Statement of Claim and Written Statement have been filed by the parties respectively and petitioner has also filed his affidavit as evidence but petitioner has not come to the court to prove the contents of the affidavit as well as the contents of the Statement of Claim. No other evidence has been filed by the petitioner till today to prove his case. The petitioner is not coming to the court since long back. It appears that, the petitioner/workman is not interested to contest the case furthermore. The claim of the petitioner/ workman is not proved. So, the case is closed.

Hence, it is ordered.

ORDER

The action of the management of Air India Charters Ltd., Mumbai in terminating the services of Shri Prakash Pandurang Vaydande, Ex-Security Asstt. Vide order dated 13.12.2010 is legal and justified. The concerned workman is not entitled to any relief.

Date: 12-03-2026

SHIV SHANKER PRASAD, Presiding Officer

नई दिल्ली, 7 जुलाई, 2026

का.आ. 1459.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार एयर इंडिया लिमिटेड के प्रबंधतंत्र के संबद्ध नियोजको और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में **केन्द्रीय सरकार औद्योगिक अधिकरण-सह-श्रम न्यायालय, मुंबई-2**, के पंचाट (**संदर्भ सीजीआईटी संख्या 2/15/2004**) को प्रकाशित करती है,

[सं. एल-11012/4/2004-आई.आर.(सीएम-I)]

जयदीप यादव, उप निदेशक

New Delhi, the 7th July, 2026

S.O. 1459.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. CGIT.No. 2/15/2004) of the Central Government Industrial Tribunal-cum-Labour Court, Mumbai- 2, as shown in the Annexure, in the industrial dispute between the Management of M/s. **Air India Limited.** and their workmen.

[No. L-11012/4/2004-IR (CM-I)]

JAIDEEP YADAV, Dy. Director

ANNEXURE
BEFORE JUSTICE RETIRED SHIV SHANKER PRASAD
PRESIDING OFFICER/LINK OFFICER
THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO.2, MUMBAI

PRESENT

JUSTICE RETIRED SHIV SHANKER PRASAD

Presiding Officer/Link Officer

REFERENCE NO. CGIT-2/15 of 2004

EMPLOYERS IN RELATION TO THE MANAGEMENT OF

- First Party No. 1. **Air India Limited****
M/s. Air India Ltd.
HRD Department
Old Airport Kalina
Santacruz (E)
Mumbai 400 099.
State: Maharashtra
- 2. **M/s. Famous Building Contractors****
M/s. Famous Building Contractors
Mahavir Building No.2
Nehru Road,
Vakola
Santacruz (E)
Mumbai 400 055.
State: Maharashtra
- 3. **M/s. Able Corporation****
M/s. Able Corporation
34, Vincent Court,
3rd floor
Dr. Babasaheb Ambedkar Road
Dadar (E)
Mumbai 400 014.
State: Maharashtra

AND

THEIR WORKMEN.

Party No. 2 **Kamgar Utkarsha Sabha**
 The Joint Secretary
 Kamgar Utkarsha Sabha
 Smt. Rama Gulab Joshi Niwas
 Parleshwar Road
 Vile Parle (E)
 Mumbai 400 057.
 State: Maharashtra

APPEARANCES:

Management No.1	:	Mr. L.L. D'Souza Advocate.
Management No.2	:	No appearance
Management No.3	:	No appearance
Union	:	Mr. P. M. Mokashi Advocate.

AWARD

(Delivered on 12-03-2026)

1. This Reference has been made by the Central Government in exercise of powers under clause (d) of sub-section (1) and sub-section (2A) of Section 10 of the Industrial Disputes Act, 1947, vide Government of India, Ministry of Labour & Employment, New Delhi, order No. L-11012/4/2004 - IR(C-I) dated 20.02.2004. The terms of reference given in the schedule are as follows:

1. *"Whether the contract between the Air India Limited and the contractors i.e., M/s. Famous Building Contractors, Mumbai, M/s. Able Corporations, Mumbai is sham and bogus and is camouflage to deprive the 24 contract workmen of benefits available to permanent workmen of Air India Limited. ?"*
2. *"Whether the workers i.e., Shri Rajesh N. Rangate and other 23 workers (list enclosed) should be declared as permanent workers of Air India Limited?"*
3. *"What are the wages and consequential benefits to be paid to these 24 contract workmen and what other directions are necessary in the matter and from what date?"*

<u>Sl. No.</u>	<u>Workmen</u>
1	Mr. Rajesh N. Rangatte
2	Mr. Suhas K. Makre
3	Mr. Vilas B. Mhadye
4	Mr. Vilas D. Salunkhe
5	Mr. M. K. Sunny

6	Mr. V. M. Jose
7	Mr. B. D. Gaikwad
8	Mr. M. Velluswami
9	Mr. M. K. Hodage
10	Mr. C. Krishnan
11	Mr. Jalal P. M.
12	Mr. Milind Mahadik
13	Mr. A. H. Bhogle
14	Mr. M. K. Mane
15	Mr. Shivaji P. Nair
16	Mr. Sunil M. Pervi
17	Mr. Suresh R. Pawaskar
18	Mr. G. M. Kadam
19	Mr. S. S. Bhaidkar
20	Mr. B. H. Mane
21	Mr. T. D. Johnson
22	Mr. Joseph Dias
23	Mr. Chandrakant G. Jambhale
24	Mr. D. G. Dethe

2. After receipt of order of Reference, notices were served on the parties. Second Party Union filed their Statement of Claim and First Party No.1 filed their Written Statement. Case proceeded ex-parte against First Party No. 2 & 3 vide order dated 07.06.2006. Second party Union led their evidence and matter was fixed for evidence of First party Management.

3. Meanwhile today Ms. Deepika Agarwal, Learned Advocate for the First Party Management No.1 alongwith Mr. Hemant Kumar, Representative of First Party No.1 and Mr. Chintan Joshi, Authorised Representative of Second Party Union appeared before this Tribunal. Both parties jointly filed settlement purshis dated 12.03.2026 stating that, they have amicably settled their dispute in the Reference in terms of settlement dated 12.03.2026 signed before the Assistant Labour Commissioner (Central). In the circumstances, no dispute remains, therefore Reference deserves to be disposed of as settled.

Hence, it is ordered.

ORDER

The Reference is answered in favour of the workmen in the terms of the settlement between the parties.

Date: 12-03-2026

SHIV SHANKER PRASAD, Presiding Officer

नई दिल्ली, 7 जुलाई, 2026

का.आ. 1460.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार पवन हंस लिमिटेड के प्रबंधतंत्र के संबद्ध नियोजको और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण-सह-श्रम न्यायालय, मुंबई-2 के पंचाट (संदर्भ सीजीआईटी संख्या 2/31/2024) को प्रकाशित करती है,

[सं. एल-20013/01/2026-आई.आर.(सीएम-1)]

जयदीप यादव, उप निदेशक

New Delhi, the 7th July, 2026

S.O. 1460.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. CGIT.No. 2/31/2024) of the Central Government Industrial Tribunal-cum-Labour Court, Mumbai- 2, as shown in the Annexure, in the industrial dispute between the Management of M/s. **Pawan hams Limited.** and their workmen.

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

JAIDEEP YADAV, Dy. Director

ANNEXURE

BEFORE JUSTICE RETIRED SHIV SHANKER PRASAD

PRESIDING OFFICER/LINK OFFICER

THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO.2, MUMBAI

PRESENT

JUSTICE RETIRED SHIV SHANKER PRASAD

Presiding Officer/Link Officer

REFERENCE NO. CGIT-2/31 of 2024

EMPLOYERS IN RELATION TO THE MANAGEMENT OF

Party No. 1 M/s. Pawan Hans Limited

The General Manager (WR),

M/s. Pawan Hans Limited,

Juhu Aerodome,

Vile Parle (East),

Mumbai- 400 056.

AND

THEIR WORKMEN.

Party No. 2 (Aviation Karmachari Sanghatana)

The President,

Aviation Karmachari Sanghatana,

Flat No.71,
Wing D-6,
Asmita Jyoti Co-op Hsg. Society Ltd.,
Marve Road, Charkop Naka,
Malad (W), Mumbai- 400 095.

APPEARANCES:

Management : Mr.L. L. D'Souza
Advocate.
Workmen/Union : Mr. G. R. Naik.
Advocate.

AWARD

(Delivered on 12-03-2026)

1. This Reference has been made by the Central Government in exercise of powers under clause (d) of sub-section (1) and sub-section (2A) of Section 10 of the Industrial Disputes Act, 1947, vide Government of India, Ministry of Labour & Employment, New Delhi, order No. B-8(17)/2023- B.I dated 29.08.2024. The terms of reference given in the schedule are as follows:

“Whether the action of management of Pawan Hans Limited, in revising the rates of Hotel Accommodation Ceiling and Split DA while on temporary duty entails to change in service conditions and whether it is violation of Section 9 A of ID Act, 1947 and if so is it justified and legal ? If not, what relief the Union is entitled to ?”

2. The case is called out today. Mr. Jankidas P. Mule, President for the Aviation Karmachari Sanghatana and Ms. Deepika Agrawal learned counsel for the respondent is present before the court. Mr. Jankidas P. Mule, President has moved an application that, the second party union submits that, the second party union decided not to proceed with the present dispute and withdraw the present reference and prayed for withdrawal of the reference. The learned counsel for the respondent has endorsed on this application that, she has no objection. In view of this, this reference is disposed off as withdrawn. So, the case is closed.

Hence, it is ordered.

ORDER

The action of management of Pawan Hans Limited, in revising the rates of Hotel Accommodation Ceiling and Split DA while on temporary duty does not entail to change in service conditions and it is not violation of Section 9 A of ID Act, 1947. The action of management of Pawan Hans Limited, in revising the rates of Hotel Accommodation Ceiling and Split DA while on temporary duty is justified and legal. The Union is not entitled to any relief.

Date: 12-03-2026

SHIV SHANKER PRASAD, Presiding Officer

नई दिल्ली, 7 जुलाई, 2026

का.आ. 1461.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार एयर इंडिया लिमिटेड के प्रबंधन के संबंधित नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण-सह-श्रम न्यायालय, मुंबई-1 के पंचाट (संदर्भ सीजीआईटी संख्या 1/53/2004) को प्रकाशित करती है,

[सं. एल-11012/15/2003-आई.आर.(सीएम-1)]

जयदीप यादव, उप निदेशक

New Delhi, the 7th July, 2026

S.O. 1461.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. CGIT.No. 1/53/2004) of the Central Government Industrial Tribunal-cum-Labour Court, Mumbai- 1, as shown in the Annexure, in the industrial dispute between the Management of M/s.Air India Limited. their workmen.

[No. L-11012/15/2003-IR (CM-I)]

JAIDEEP YADAV, Dy. Director

ANNEXURE**CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL, MUMBAI**

Present

JUSTICE ARVIND KUMAR MISHRA

Presiding Officer

REFERENCE NO.CGIT-53 of 2004

PARTIES:-

Air India Limited

V/s.

Their Workman(K.R.Bedmutha)

APPEARANCE:-

For the Management

: Ms. Deepika Agarwal(Adv.)

For the Workman

: Ms. Ranjana Todankar(Adv.)

Mumbai, dated 26/02/2026.

AWARD

The present reference has been made by the Central Government vide Order No. L-11012/15/03-IR(C-I) dated 16.06.2006, passed in exercise of the powers conferred under clause (d) of sub-section (1) read with sub-section (2A) of Section 10 of the Industrial Disputes Act, 1947.

The terms of reference, as per the schedule to the said order, are as under:

1. "Whether the contract between Air India Ltd. and its contractors M/s. K.R. Bedmutha and Techno Associates is sham, bogus, and a camouflage to deprive the workmen (as per list) of the benefits available to permanent workmen of Air India Ltd.?"
2. "Whether the workers concerned (as per list) should be declared as permanent workmen of Air India Ltd.?"

3. “What wages are the workers entitled to?”

Today, the matter is taken up for hearing. Learned counsel for both the parties jointly submitted that the dispute has been amicably settled between the parties. It is further submitted that a Memorandum of Settlement, duly signed by the parties, has been executed and a copy of the same has been filed today before the Hon’ble Assistant Labour Commissioner.

The learned counsel for both the parties jointly prayed that the matter be taken up on board and be disposed of in terms of the said Memorandum of Settlement.

In view of the above submission and considering that the settlement has been arrived at voluntarily and without any coercion, the present reference is disposed of in terms of the Memorandum of Settlement arrived at between the parties. The said settlement shall form part and parcel of this Award and shall be binding on all the parties concerned.

Accordingly, the reference stands answered and disposed of.

AWARD IS PASSED ACCORDINGLY.

ARVIND KUMAR MISHRA, Presiding Officer

नई दिल्ली, 7 जुलाई, 2026

का.आ. 1462.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार कैस्ट्रोल इंडिया लिमिटेड के प्रबंधतंत्र के संबद्ध नियोजको और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में **केन्द्रीय सरकार औद्योगिक अधिकरण - सह - श्रम न्यायालय, मुंबई-1**, के पंचाट (संदर्भ सीजीआईटी संख्या 1/15/1995) को प्रकाशित करती है,

[सं. एल-20040/04/95-आई.आर.(सीएम-1)]

जयदीप यादव, उप निदेशक

New Delhi, the 7th July, 2026

S.O. 1462.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. CGIT. No. 1/15/1995) of the Central Government Industrial Tribunal-cum-Labour Court, Mumbai- 1, as shown in the Annexure, in the industrial dispute between the Management of M/s.Castrol India Limited. their workmen.

[No. L-20040/04/95—IR (CM-I)]

JAIDEEP YADAV, Dy. Director

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO.1, MUMBAI

Present

JUSTICE ARVIND KUMAR MISHRA

Presiding Officer

REFERENCE NO.CGIT - 15 of 1997

Parties: Employers in relation to the management of

M/s. Castorl India Ltd,

V/s.

Their Workmen(Mr. A.G. Malik)

Appearances:

For the first party Management : Ms. Geeta Raju(Adv.)

For the second party workmen : Absent

Mumbai, dated the 03rd day of February, 2026.

AWARD

The present reference has been made by the Central Government by its order No. L-20040/04/95 dated 5/03/1997 passed in exercise of the powers conferred by clause (d) of section (1) read with sub-section (2A) of Section 10 of the Industrial Dispute Act 1947. The terms of reference as per the schedule to the said order are as under:

“Whether the action of the management of M/s. Castrol India Ltd, in dismissal Mr. Anant Gangaram Malik from service is justified? If not, to what relief is the workman entitled?”

In view of the above said facts the claimant/workman has not appeared since 2020 in spite of several opportunities given to him and taking into consideration the law as laid by the Hon'ble High Court in the case of **V. K. Raj Industries v. Labour Court (1) and others 1981 (29) FLR 194** as under:

“It is well settled that if a party challenges the legality of an order, the burden lies upon him to prove illegality of the order and if no evidence is produced the party invoking jurisdiction of the Court must fail. Whenever a workman raises a dispute challenging the validity of the termination of service if is imperative for him to file written statement before the Industrial Court setting out grounds on which the order is challenged and he must also produce evidence to prove his case. If the workman fails to appear or to file written statement or produce evidence, the dispute referred by the State Government cannot be answered in favour of the workman and he would not be entitled to any relief.”

In the case of **M/s Uptron Powertronics Employees' Union, Ghaziabad through its Secretary v. Presiding Officer, Labour Court (II), Ghaziabad and others 2008 (118) FLR 1164** Hon'ble Allahabad High Court has held as under:

“The law has been settled by the Apex Court in case of Shanker Chakravarti v. Britannia Biscuit Co. Ltd., V.K. Raj Industries v. Labour Court and Ors., Airtech Private Limited v. State of U.P. and Ors. 1984 (49) FLR 38 and Meritech India Ltd. v. State of U.P. and Ors. 1996 FLR that in the absence of any evidence led by or on behalf of the workman the reference is bound to be answered by the court against the workman. In such a situation it is not necessary for the employers to lead any evidence at all. The obligation to lead evidence to establish an allegation made by a party is on the party making the allegation. The test would be, who would fail if no evidence is led.”

And by the Hon'ble Allahabad High Court in the case of **District Administrative Committee, U.P. P.A.C.C.S.C. Services v. Secretary-cum-G.M. District Co-operative Bank Ltd. 2010 (126) FLR 519;** wherein it has been held as under:

“The submission is that even if the petitioner failed to lead the evidence, burden was on the shoulders of the respondent to prove the termination order as illegal. He was required to lead evidence first which he failed. A perusal of the impugned award also does not show that any evidence either oral or documentary was led by the respondent. In the case of no evidence, the reference has to be dismissed.”

Since no appearance on behalf of the workman in spite of several opportunities given to him, the claim is liable to be dismissed.

For the foregoing reasons, the case is dismissed and the union is not entitled for any relief.

Accordingly, the reference stands answered in terms aforesaid.

Award as above.

ARVIND KUMAR MISHRA, Presiding Officer

नई दिल्ली, 7 जुलाई, 2026

का.आ. 1463.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार ई.एस.आई.सी. और ई.एस.आई.एस. अस्पताल के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में **केन्द्रीय सरकार औद्योगिक अधिकरण-सह-श्रम न्यायालय, मुंबई-1**, के पंचाट (संदर्भ सीजीआईटी संख्या 1/11/2019) को प्रकाशित करती है,

[सं. एल-11012/29/2001-आई.आर.(सीएम-1)]

जयदीप यादव, उप निदेशक

New Delhi, the 7th July, 2026

S.O. 1463.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. CGIT.No. 1/11/2019) of the Central Government Industrial Tribunal-cum-Labour Court, Mumbai- 1, as shown in the Annexure, in the industrial dispute between the Management of M/s.E.S.I.C.& E.S.I.S.Hospital. their workmen.

[No. L-11012/29/2001-IR (CM-I)]

JAIDEEP YADAV, Dy. Director

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL No.1, At Mumbai

Present

(Justice Arvind Kumar Mishra)

Presiding Officer

Reference CGIT-1/11 of 2019

1. E.S.I.C.

2. E.S.I.S. Hospital

V/s.

Their Workmen (Shri Shyam Bihari Mishra)

APPEARANCE:-

For the Management No.1, : Mr. Sujeet G. Kurup(Adv.)

For the Management No.2, : Absent

For the Workman : Absent

Mumbai, dated 27th February 2026.

AWARD

This reference has been made by the Central Government in exercise of the powers conferred by clause (d) of sub-section(1) and sub-section(2A) of Section 10 of the Industrial Disputes Act, 1947(hereinafter referred to as “the Act”) vide Order No. L-15012/2/2019IR(M) dated 18.02.2019 issued by the Government of India, Ministry of Labour, New Delhi.

The terms of reference as set out in the schedule to the said order are as follows:

“Whether Shri Shayam Bihari Mishra, wireman is ‘workman’ under ID Act, 1947?

If yes, whether the action of the Senior State Medical Commissioner, ESIC in not treating Shri Shayam Bihari Mishra, wireman in lines with the court protected workers, in light of principles laid down by Hon’ble Supreme Court judgement delivered in case of State of Uttar Pradesh & Ors Vs. Arvind Kumar Srivastava and not paying him wages directly from May 2017 till date is fair, legal & justified? If not, what relief the disputant is entitled to and from which date.”

In view of the above said facts the claimant/workman has not field any evidence in support of his case on affidavit, in spite of several opportunities given to him and taking into consideration the law as laid by the Hon'ble High Court in the case of **V. K. Raj Industries v. Labour Court (1) and others 1981 (29) FLR 194** as under:

“It is well settled that if a party challenges the legality of an order, the burden lies upon him to prove illegality of the order and if no evidence is produced the party invoking jurisdiction of the Court must fail. Whenever a workman raises a dispute challenging the validity of the termination of service if is imperative for him to file written statement before the Industrial Court setting out grounds on which the order is challenged and he must also produce evidence to prove his case. If the workman fails to appear or to file written statement or produce evidence, the dispute referred by the State Government cannot be answered in favour of the workman and he would not be entitled to any relief.”

In the case of **M/s Uptron Powertronics Employees’ Union, Ghaziabad through its Secretary v. Presiding Officer, Labour Court (II), Ghaziabad and others 2008 (118) FLR 1164** Hon’ble Allahabad High Court has held as under:

“The law has been settled by the Apex Court in case of Shanker Chakravarti v. Britannia Biscuit Co. Ltd., V.K. Raj Industries v. Labour Court and Ors., Airtech Private Limited v. State of U.P. and Ors. 1984 (49) FLR 38 and Meritech India Ltd. v. State of U.P. and Ors. 1996 FLR that in the absence of any evidence led by or on behalf of the workman the reference is bound to be answered by the court against the workman. In such a situation it is not necessary for the employers to lead any evidence at all. The obligation to lead evidence to establish an allegation made by a party is on the party making the allegation. The test would be, who would fail if no evidence is led.”

And by the Hon’ble Allahabad High Court in the case of **District Administrative Committee, U.P. P.A.C.C.S.C. Services v. Secretary-cum-G.M. District Co-operative Bank Ltd. 2010 (126) FLR 519;** wherein it has been held as under:

“The submission is that even if the petitioner failed to lead the evidence, burden was on the shoulders of the respondent to prove the termination order as illegal. He was required to lead evidence first which he

failed. A perusal of the impugned award also does not show that any evidence either oral or documentary was led by the respondent. In the case of no evidence, the reference has to be dismissed.”

As the workman has not filed any evidence, so it is a case of no evidence filed on behalf of workman in support of case set up by her liable to be dismissed.

For the foregoing reasons, the case is dismissed and the workman is not entitled for any relief.

Accordingly, the aforesaid reference made by the Central Government stands answered, as above.

ARVIND KUMAR MISHRA, Presiding Officer

नई दिल्ली, 9 जुलाई, 2026

का.आ. 1464.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार भारतीय खाद्य निगम के प्रबंधतंत्र के संबद्ध नियोजको और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में **केन्द्रीय सरकार औद्योगिक अधिकरण-सह-श्रम न्यायालय**, भुवनेश्वर के पंचाट (सन्दर्भ संख्या **41/2023**) को प्रकाशित करती है,

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

जयदीप यादव, उप निदेशक

New Delhi, the 9th July, 2026

S.O. 1464.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (**Reference. I.D. No. 41/2023** of the **Central Government Industrial Tribunal-cum-Labour Court, Bhubaneswar**) as shown in the Annexure, in the industrial dispute between the Management of **Food Corporation of India** and their workmen,

[No. L-22013/01/2026–IR (CM-II)]

JAIDEEP YADAV, Dy. Director

ANNEXURE

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, BHUBANESWAR

Present:

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

INDUSTRIAL DISPUTE CASE NO. 41/2023

Date of Passing Order – 3rd February, 2026

Between :-

Sri Ajit Kujur,
At. Balijhori, Orampara,
PO/PS/Dist. Jharsuguda. ... Applicant-Workman.

(AND)

1. General Manager, (Regional Office),
Food Corporation of India,
At Satsang Vihar, Vani Vihar, Bhubaneswar.
 2. The District Area Manager,
Food Corporation of India, Dist. Office, Sambalpur.
 3. Managing Director, M/s. SIS India Ltd.,
2nd Floor, Patanjali Chikitsalaya,
Shanti Nagar, Sambalpur.
- ... Opp. Parties-Managements.

Appearances:

- | | | |
|-------|-----|----------------------------|
| None. | ... | For the O.Ps-Managements. |
| None. | ... | For the Applicant-Workman. |

ORDER

This is an application of applicant-workman filed under section 2-A(2) of the Industrial Disputes Act (herein-after referred as an Act).

2. The case of the applicant-workman as per his statement of claim is that he was working as security Staff at the depots of the Management of FCI at Balijhari under direct supervision and control of the Management No. 2. The applicant workman had been engaged from 2011 as Security Guard by the Management through contractors uninterruptedly, but he was discharged from service from 16.11.2019 and such action of the management is an unfair labour practice. He approached labour machinery but no result was yielded. Hence he has filed the present claim petition.

The applicant-workman has prayed that his claim may be allowed and he may be reinstated with all consequential service benefits including back wages with the finding that his disengagement is in violation of the statutory provisions including violation of Section 33 of the I.D. Act, 1947.

3. The Managements have not appeared and have not filed any written statements.

4. Applicant-workman is asked to appear for hearing on the admission of the case. However, despite providing a number of opportunities, applicant-workman has not turned up to participate in the hearing on admission of the case. As the applicant-workman has not turned up for hearing on admission of his case, his claim stands dismissed.

5. Order is passed accordingly.

6. A copy of this order is sent to the appropriate government for notification as required under section 17 of the I.D. Act, 1947. File is consigned to record room.

Dictated & Corrected by me.

DINESH KUMAR SINGH, Presiding Officer

नई दिल्ली, 9 जुलाई, 2026

का.आ. 1465.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार भारतीय खाद्य निगम के प्रबंधतंत्र के संबद्ध नियोजको और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में **केन्द्रीय सरकार औद्योगिक अधिकरण – सह – श्रम न्यायालय, भुवनेश्वर** के पंचाट (सन्दर्भ संख्या **42/2023**) को प्रकाशित करती है,

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

जयदीप यादव, उप निदेशक

New Delhi, the 9th July, 2026

S.O. 1465.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (**Reference. I.D. No. 42/2023** of the **Central Government Industrial Tribunal-cum-Labour Court, Bhubaneswar** as shown in the Annexure, in the industrial dispute between the Management of **Food Corporation of India** and their workmen,

[No. L-22013/01/2026–IR (CM-II)]

JAIDEEP YADAV, Dy. Director

ANNEXURE

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, BHUBANESWAR

Present:

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

INDUSTRIAL DISPUTE CASE NO. 42/2023

Date of Passing Order – 3rd February, 2026

Between :-

Sri Sanjay Pradhan,
S/o. Dhaneswar Prahan,
At. Kardakhman, Po. Tainsahar
P.S. Mahulpali, Dist. Sambalpur, Odisha.

... Applicant-Workman.

(And)

1. General Manager, (Regional Office),
Food Corporation of India,
At Satsang Vihar, Vani Vihar, Bhubaneswar.
2. The District Area Manager,
Food Corporation of India, Dist. Office, Sambalpur.

3. Managing Director, M/s. SIS India Ltd.,
2nd Floor, Patanjali Chikitsalaya,
Shanti Nagar, Sambalpur.

... Opp. Parties-Managements.

Appearances:

- None. ... For the O.Ps-Managements.
None. ... For the Applicant-Workman.

ORDER

This is an application of applicant-workman filed under section 2-A(2) of the Industrial Disputes Act (herein-after referred as an act).

2. The case of the applicant-workman as per his statement of claim is that he was working as security Staff at the depots of the Management of FCI at Balijhari under direct supervision and control of the Management No. 2. The applicant workman had been engaged from 2011 as Security Guard by the Management through contractors uninterruptedly, but he was discharged from service from 16.11.2019 and such action of the management is an unfair labour practice. He approached labour machinery but no result was yielded. Hence he has filed the present claim petition.

The applicant-workman has prayed that his claim may be allowed and he may be reinstated with all consequential service benefits including back wages with the finding that his disengagement is in violation of the statutory provisions including violation of Section 33 of the I.D. Act, 1947.

3. The Managements have not appeared and have not filed any written statements.

4. Applicant-workman is asked to appear for hearing on the admission of the case. However, despite providing a number of opportunities, applicant-workman has not turned up to participate in the hearing on admission of the case. As the applicant-workman has not turned up for hearing on admission of his case, his claim stands dismissed.

5. Order is passed accordingly.

6. A copy of this order is sent to the appropriate government for notification as required under section 17 of the I.D. Act, 1947. File is consigned to record room.

Dictated & Corrected by me.

DINESH KUMAR SINGH, Presiding Officer

नई दिल्ली, 9 जुलाई, 2026

का.आ. 1466.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीयसरकार भारतीय खाद्य निगम के प्रबंधतंत्र के संबद्ध नियोजको और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में **केन्द्रीय सरकार आद्योगिक अधिकरण-सह-श्रम न्यायालय**, भुवनेश्वर के पंचाट (सन्दर्भ संख्या **36/2023**) को प्रकाशित करती है,

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

जयदीप यादव, उप निदेशक

New Delhi, the 9th July, 2026

S.O. 1466.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (**Reference. I.D. No. 36/2023** of the **Central Government Industrial Tribunal-cum-Labour Court, Bhubaneswar** as shown in the Annexure, in the industrial dispute between the Management of **Food Corporation of India** and their workmen,

[No. L-22013/01/2026–IR (CM-II)]

JAIDEEP YADAV, Dy. Director

ANNEXURE

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

Present:

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

INDUSTRIAL DISPUTE CASE NO. 36/2023

Date of Passing Order – 6th February, 2026

Between :-

Sri Sushanta Kumar Patel,
S/o. Pravakar Patel, At./Po. Barabanga Zinknagar,
P.S. – Lafripara, Dist. Jharsuguda.

... Applicant-Workman.

(AND)

1. General Manager, (Regional Office),
Food Corporation of India,
At Satsang Vihar, Vani Vihar, Bhubaneswar.
2. The District Area Manager,
Food Corporation of India, Dist. Office, Sambalpur,
At./Po. Farm Road, (Khetrajpur), Dist. Sambalpur.
3. Managing Director, M/s. SIS India Ltd.,
2nd Floor, Patanjali Chikitsalaya,
Shanti Nagar, Sambalpur.

... Opp. Parties-Management.

Appearances:

None.	...	For the O.Ps-Managements.
None.	...	For the Applicant-Workman.

ORDER

This is an application of applicant-workman filed under section 2-A(2) of the Industrial Disputes Act (herein-after referred as an Act).

2. The case of the applicant-workman as per his statement of claim is that he was working as Security Staff at the depots of the Management of FCI at Balijhari under direct supervision and control of the Management No. 2 through contractors but he was disengaged from 16.11.2019 and such action of the management is an unfair labour practice. He approached labour machinery but no result was yielded. Hence he has filed the present claim petition.

The applicant-workman has prayed that his claim may be allowed treating the terms of reference as same as has been made in respect of other workers of other depots, thereby re-instating the workman involved in the present case with all consequential service benefits including back wages with the finding that the disengagement of the disputant workman is in violation of the statutory provisions including violation of Section 33 of the I.D. Act, 1947.

3. The Managements have not appeared and have not filed any written statements.

4. Applicant-workman is asked to appear for hearing on the admission of the case. However, despite providing a number of opportunities, applicant-workman has not turned up to participate in the hearing on admission of the case. As the applicant-workman has not turned up for hearing on admission of his case, his claim stands dismissed.

5. Order is passed accordingly.

6. A copy of this order is sent to the appropriate government for notification as required under section 17 of the I.D. Act, 1947. File is consigned to record room.

Dictated & Corrected by me.

DINESH KUMAR SINGH, Presiding Officer

नई दिल्ली, 9 जुलाई, 2026

का.आ. 1467.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार भारतीय खाद्य निगम के प्रबंधतंत्र के संबद्ध नियोजको और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में **केन्द्रीय सरकार औद्योगिक अधिकरण – सह – श्रम न्यायालय, भुवनेश्वर** के पंचाट (सन्दर्भ संख्या **37/2023**) को प्रकाशित करती है,

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

जयदीप यादव, उप निदेशक

New Delhi, the 9th July, 2026

S.O. 1467.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (**Reference. I.D. No. 37/2023** of the **Central Government Industrial Tribunal-cum-Labour Court, Bhubaneswar** as shown in the Annexure, in the industrial dispute between the Management of **Food Corporation of India** and their workmen,

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

JAIDEEP YADAV, Dy. Director

ANNEXURE
CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT
BHUBANESWAR

Present:

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

INDUSTRIAL DISPUTE CASE NO. 37/2023

Date of Passing Order – 6th February, 2026

Between :-

Sri Sanjay Kujur,
S/o. Gandhura Kujur, At. Balijhori, Orampada,
P.O./PS/Dist. Jharsuguda.

... Applicant-Workman.

(AND)

1. General Manager, (Regional Office),
Food Corporation of India,
At Satsang Vihar, Vani Vihar, Bhubaneswar.
2. The District Area Manager,
Food Corporation of India, Dist. Office, Sambalpur,
At./Po. Farm Road, (Khetrajpur), Dist. Sambalpur.
3. Managing Director, M/s. SIS India Ltd.,
2nd Floor, Patanjali Chikitsalaya,
Shanti Nagar, Sambalpur.

... Opp. Parties-Management.

Appearances:

None.	...	For the O.Ps-Managements.
None.	...	For the Applicant-Workman.

ORDER

This is an application of applicant-workman filed under section 2-A(2) of the Industrial Disputes Act (herein-after referred as an act).

2. The case of the applicant-workman as per his statement of claim is that he was working as Security Staff at the depots of the Management of FCI at Balijhari under direct supervision and control of the Management No. 2 through contractors but he was disengaged from 16.11.2019 and such action of the management is an unfair labour practice. He approached labour machinery but no result was yielded. Hence he has filed the present claim petition.

The applicant-workman has prayed that his claim may be allowed and he may be reinstated in service with all consequential service benefits including back wages with the finding that his disengagement is in violation of the statutory provisions including violation of Section 33 of the I.D. Act, 1947.

3. The Managements have not appeared and have not filed any written statements.

4. Applicant-workman is asked to appear for hearing on the admission of the case. However, despite providing a number of opportunities, applicant-workman has not turned up to participate in the hearing on admission of the case. As the applicant-workman has not turned up for hearing on admission of his case, his claim stands dismissed.

5. Order is passed accordingly.

6. A copy of this order is sent to the appropriate government for notification as required under section 17 of the I.D. Act, 1947. File is consigned to record room.

Dictated & Corrected by me.

DINESH KUMAR SINGH, Presiding Officer

नई दिल्ली, 9 जुलाई, 2026

का.आ. 1468.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार भारतीय खाद्य निगम के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में **केन्द्रीय सरकार औद्योगिक अधिकरण-सह-श्रम न्यायालय**, भुवनेश्वर के पंचाट (सन्दर्भ संख्या **38/2023**) को प्रकाशित करती है,

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

जयदीप यादव, उप निदेशक

New Delhi, the 9th July, 2026

S.O. 1468.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (**Reference. I.D. No. 38/2023** of the **Central Government Industrial Tribunal-cum-Labour Court, Bhubaneswar**) as shown in the Annexure, in the industrial dispute between the Management of **Food Corporation of India** and their workmen,

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

JAIDEEP YADAV, Dy. Director

ANNEXURE

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, BHUBANESWAR

Present:

Sri Dinesh Kumar Singh,

Presiding Officer, C.G.I.T.-cum-Labour Court,

Bhubaneswar.

INDUSTRIAL DISPUTE CASE NO. 38/2023**Date of Passing Order – 6th February, 2026**Between :-

Sri Tularam Bhaisal,
 S/o. L. Bhaisal, At. Bidyanagar,
 P.O. Panchpada, PS/Dist. Jharsuguda.

... Applicant-Workman.

(And)

1. General Manager, (Regional Office),
 Food Corporation of India,
 At Satsang Vihar, Vani Vihar, Bhubaneswar.
2. The District Area Manager,
 Food Corporation of India, Dist. Office, Sambalpur,
 At./Po. Farm Road, (Khetrajpur), Dist. Sambalpur.
3. Managing Director, M/s. SIS India Ltd.,
 2nd Floor, Patanjali Chikitsalaya,
 Shanti Nagar, Sambalpur.

... Opp. Parties-Managements.

Appearances:

None.	...	Opp. Party-Managements.
None.	...	For the Applicant-Workman.

ORDER

This is an application of applicant-workman filed under section 2-A(2) of the Industrial Disputes Act (herein-after referred as an act).

2. The case of the applicant-workman as per his statement of claim is that he was working as Security Staff at the depots of the Management of FCI at Balijhari under direct supervision and control of the Management No. 2 through contractors but he was disengaged from 16.11.2019 and such action of the management is an unfair labour practice. He approached labour machinery but no result was yielded. Hence he has filed the present claim petition.

The applicant-workman has prayed that his claim may be allowed and he may be reinstated in service with all consequential service benefits including back wages with the finding that his disengagement is in violation of the statutory provisions including violation of Section 33 of the I.D. Act, 1947.

3. The Managements have not appeared and have not filed any written statements.

4. Applicant-workman is asked to appear for hearing on the admission of the case. However, despite providing a number of opportunities, applicant-workman has not turned up to participate in the hearing on admission of the case. As the applicant-workman has not turned up for hearing on admission of his case, his claim stands dismissed.

5. Order is passed accordingly.

6. A copy of this order is sent to the appropriate government for notification as required under section 17 of the I.D. Act, 1947. File is consigned to record room.

Dictated & Corrected by me.

DINESH KUMAR SINGH, Presiding Officer

नई दिल्ली, 9 जुलाई, 2026

का.आ. 1469.—औद्योगिक विवाद अधिनियम, 1947(1947 का 14)की धारा 17 के अनुसरण में, केन्द्रीय सरकार भारतीय खाद्य निगम के प्रबंधतंत्र के संबद्ध नियोजको और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में **केन्द्रीय सरकार औद्योगिक अधिकरण-सह-श्रम न्यायालय**, भुवनेश्वर के पंचाट (सन्दर्भ संख्या **39/2023**) को प्रकाशित करती है,

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

जयदीप यादव, उप निदेशक

New Delhi, the 9th July, 2026

S.O. 1469.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (**Reference. I.D. No. 39/2023** of the **Central Government Industrial Tribunal-cum-Labour Court, Bhubaneswar** as shown in the Annexure, in the industrial dispute between the Management of **Food Corporation of India** and their workmen,

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

JAIDEEP YADAV, Dy. Director

ANNEXURE

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, BHUBANESWAR

Present:

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

INDUSTRIAL DISPUTE CASE NO. 39/2023

Date of Passing Order – 6th February, 2026

Between :-

Sri Pradeep Eka,
S/o. Mada Eka, At. Balijhari, Orampada,
P.O./P.S./Dist. Jharsuguda.

... Applicant-Workman.

(And)

1. General Manager, (Regional Office),
Food Corporation of India,
At Satsang Vihar, Vani Vihar, Bhubaneswar.

2. The District Area Manager,
Food Corporation of India, Dist. Office, Sambalpur,
At./Po. Farm Road, (Khetrajpur), Dist. Sambalpur.
3. Managing Director, M/s. SIS India Ltd.,
2nd Floor, Patanjali Chikitsalaya,
Shanti Nagar, Sambalpur.

... Managements-Opp. Parties

Appearances:

- | | | |
|-------|-----|----------------------------------|
| None. | ... | For the Applicant-Workman |
| None. | ... | For the Managements-Opp. Parties |

ORDER

This is an application of applicant-workman filed under section 2-A(2) of the Industrial Disputes Act (herein-after referred as an act).

2. The case of the applicant-workman as per his statement of claim is that he was working as Security Staff at the depots of the Management of FCI at Balijhari under direct supervision and control of the Management No. 2 through contractors, but he was disengaged from 16.11.2019 and such action of the management is an unfair labour practice. He approached labour machinery but no result was yielded. Hence he has filed the present claim petition.

The applicant-workman has prayed that his claim may be allowed and he may be reinstated in service with all consequential service benefits including back wages with the finding that his disengagement is in violation of the statutory provisions including violation of Section 33 of the I.D. Act, 1947.

3. The Managements have not appeared and have not filed any written statements.

4. Applicant-workman is asked to appear for hearing on the admission of the case. However, despite providing a number of opportunities, applicant-workman has not turned up to participate in the hearing on admission of the case. As the applicant-workman has not turned up for hearing on admission of his case, his claim stands dismissed.

5. Order is passed accordingly.

6. A copy of this order is being sent to the appropriate government for notification as required under section 17 of the I.D. Act, 1947. File is consigned to record room.

Dictated & Corrected by me.

DINESH KUMAR SINGH, Presiding Officer

नई दिल्ली, 9 जुलाई, 2026

का.आ. 1470.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार भारतीय खाद्य निगम के प्रबंधन के संबंध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में **केन्द्रीय सरकार औद्योगिक अधिकरण-सह-श्रम न्यायालय, भुवनेश्वर** के पंचाट (सन्दर्भ संख्या **40/2023**) को प्रकाशित करती है,

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

जयदीप यादव, उप निदेशक

New Delhi, the 9th July, 2026

S.O. 1470.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (**Reference. I.D. No. 40/2023** of the **Central Government Industrial Tribunal-cum-Labour Court, Bhubaneswar** as shown in the Annexure, in the industrial dispute between the Management of **Food Corporation of India** and their workmen,

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

JAIDEEP YADAV, Dy. Director

ANNEXURE

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

Present:

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

INDUSTRIAL DISPUTE CASE NO. 40/2023

Date of Passing Order – 3rd February, 2026

Between :-

Sri Manoj Oram,
S/o. Bhakta Oram,
At. Chithuapada, Po/Ps/Dist. Jharsuguda,
Dist. Angul, Odisha.

... Applicant-Workman.

(AND)

1. General Manager, (Regional Office),
Food Corporation of India,
At Satsang Vihar, Vani Vihar, Bhubaneswar.
2. The District Area Manager,
Food Corporation of India, Dist. Office, Sambalpur.

3. Managing Director, M/s. SIS India Ltd.,
2nd Floor, Patanjali Chikitsalaya,
Shanti Nagar, Sambalpur.

... Opp. Parties-Managements.

Appearances:

None. ... For the O.Ps-Managements.

None. ... For the Applicant-Workman.

ORDER

This is an application of applicant-workman filed under section 2-A(2) of the Industrial Disputes Act (herein-after referred as an act).

2. The case of the applicant-workman as per his statement of claim is that he was working as security Staff at the depots of the Management of FCI at Balijhari under direct supervision and control of the Management No. 2. The applicant workman had been engaged from 2011 as Security Guard by the Management through contractors uninterruptedly, but he was discharged from service from 16.11.2019 and such action of the management is an unfair labour practice. He approached labour machinery but no result was yielded. Hence he has filed the present claim petition.

The applicant-workman has prayed that his claim may be allowed and he may be reinstated with all consequential service benefits including back wages with the finding that his disengagement is in violation of the statutory provisions including violation of Section 33 of the I.D. Act, 1947.

3. The Managements have not appeared and have not filed any written statements.

4. Applicant-workman is asked to appear for hearing on the admission of the case. However, despite providing a number of opportunities, applicant-workman has not turned up to participate in the hearing on admission of the case. As the applicant-workman has not turned up for hearing on admission of his case, his claim stands dismissed.

5. Order is passed accordingly.

6. A copy of this order is sent to the appropriate government for notification as required under section 17 of the I.D. Act, 1947. File is consigned to record room.

Dictated & Corrected by me.

DINESH KUMAR SINGH, Presiding Officer

नई दिल्ली, 9 जुलाई, 2026

का.आ. 1471.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार भारतीय खाद्य निगम के प्रबंधतंत्र के संबद्ध नियोजको और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण-सह-श्रम न्यायालय, भुवनेश्वर के पंचाट (सन्दर्भ संख्या 05/2011) को प्रकाशित करती है,

[सं. एल-11012/23/2010-आई.आर.(सीएम- I)]

जयदीप यादव, उप निदेशक

New Delhi, the 9th July, 2026

S.O. 1471.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (**Reference. I.D. No. 05/2011** of the **Central Government Industrial Tribunal-cum-Labour Court, Bhubaneswar** as shown in the Annexure, in the industrial dispute between the Management of **Aky Air Ways** and their workmen,

[No. L-11012/23/2010—IR (CM-I)]

JAIDEEP YADAV, Dy. Director

ANNEXURE

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, BHUBANESWAR

Present:

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

INDUSTRIAL DISPUTE CASE NO. 05/2011

Date of Passing Order – 05.02.2026

Between:

The Managing Director,
M/s. Sky Airways, G/11, BJB Nagar,
Bhubaneswar (Orissa)

... 1st Party-Management.

(And)

Shri Tapan Kumar Sahoo,
S/o. Shri Sarbeswar Sahoo, At. Madhuban,
P.O. Nayahat, Puri – 752 107.

... 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 Desk Officer, Government of India, Ministry of Labour, New Delhi vide letter No. L.-11012/23/2010 – IR (CM-I), dated 12.01.2011 under clause (d) of sub-section (1) and sub-section (2A) of Section 10 of the Act, for adjudication of a dispute, under the following schedule:-

“Whether the action of the management of M/s. Sky Air ways, Bhubaneswar in terminating of services of Shri Tapan Kumar Sahoo, Aircraft Junior Technician with effect from 01.02.2010 is legal and justified? To what relief the workman is entitled to?

2. The case of the 2nd Party-Workman as per his statement of claim is as follows:-

That, he was appointed as a Aircraft Junior Technician by the Accountable Manager of the Management on 31.12.2007 and accordingly he joined his duties on dated 10.01.2008. However, the G.M. Operation of the Management who was neither his appointing authority nor removal authority had terminated his services with effect from 21.05.2009. Thereafter he raised a dispute and pending conciliation of the dispute, a tripartite settlement was arrived upon on 23.06.2009. Subsequently, by virtue of the settlement he was allowed to join in his duties in the same post with same service conditions with effect from 01.07.2009 and pursuant to such settlement he joined again in his post on 01.07.2009. While continuing as such the Chief Executive Officer of the Management intimated him by giving a notice that his services are no more required by the management and accordingly he was terminated with effect from 01.02.2010. His termination of service is not only illegal, unjustified, malafide and arbitrary but also against the principle of natural justice. During his tenure of service under the management, neither any charge-sheet for misconduct had been made nor any enquiry proceeding had been insisuted against him. Preceeding the date of termination of his service by way of refusal of employment he has worked for more than 240 days in 12 calendar months which constitutes one year of continuous and uninterrupted service as per the provisions of Section 25-B of the I.D. Act and as such he is entitled to get the retrenchment compensation and benefits as provided under section 25-F of the I.D. Act.

He has prayed that to pass an award by declaring his termination as illegal and unjustified and also direction may be given for his reinstatement in service with full back wages and other consequential service benefits.

3. The 1st Party-management had filed its written statement denying/refutting the allegations made by the Workman in the statement of claim.

4. After filing of the written statement by the Management the case was posted for filing of rejoinder by the 2nd Party-workman and for settlement of Issues.

5. After the case was fixed for filing of rejoinder by the 2nd Party-workman, the 2nd Party-Union remained absent since 15.03.2017. The Management only appeared on 10.08.2022, but thereafter both the parties remained absent in all the dates fixed in this case up till now. It appears from the record that inspite of several opportunities given to the parties, more particularly the 2nd Party-Workman neither has filed his rejoinder nor appeared in this case. Thus, it is clear that the 2nd Party-Workman is not at all interested in adjudication of the reference on merits.

5. Since the 2nd Party-Workman has neither filed his rejoinder to the written statement nor has led any evidence so as to prove its cause against the Managements, hence there is no claim of the 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, 10 जुलाई, 2026

का.आ. 1472.—औद्योगिक विवाद अधिनियम (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार लाइफ इंश्योरेंस कॉर्पोरेशन ऑफ़ इंडिया के प्रबंधन के संबंधित नियोजकों और श्री आर. गणेशन के बीच अनुबंध में निर्दिष्ट केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, चेन्नई, पंचाट (रिफरेंस न.- 17/2021) को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 10.07.2026 को प्राप्त हुआ था।

[सं. जेड-16025/04/2026-आईआर(एम)-109]

सलोनी, उप निदेशक

New Delhi, the 10th July, 2026

S.O. 1472.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (**Reference No. 17/2021**) of the **Central Government Industrial Tribunal cum Labour Court, Chennai** as shown in the Annexure, in the Industrial dispute between the employers in relation to **Life Insurance Corporation of India** and **Shri R. Ganesan** which was received along with soft copy of the award by the Central Government on 10.07.2026.

[No. Z-16025/04/2026-IR(M)-109]

SALONI, Dy. Director

ANNEXURE

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

Date: 23-06-2026

Present: SUSHIL KUMAR-II,

PRESIDING OFFICER

I.D. No. 17/2021

BETWEEN

Shri R.Ganesan

S/o. N.Rajaraman,

G-2, Vijay Vihar Apartments,

Plot No.28/10,46th Street Extension,

Nanganallur, Chennai-600 061.

: Petitioner

AND

The Secretary

Zonal Office Estates,

Life Insurance Corporation of India,

Mount Road, Chennai-600 002.

: Respondent

Appearance:

For the Petitioner

: Party in person

For the Respondent

: Authorized Representative

[A.O.(Legal), Zonal Office, Chennai.]

The Central Government, Ministry of Labour & Employment, O/o. Dy. Chief Labour Commissioner (Central) Chennai vide its order No. M No.7/2/2021-A1 dated 30.04.2021 has referred the following Industrial Dispute to this Tribunal for adjudication:-

“Whether the demand of Shri R.Ganesan for absorption of his service to permanent post with the Management of Life Insurance Corporation of India is legal and justified? If not, to what relief the concerned workman is entitled to?”

2. In the statement of claim, the Petitioner has claimed that as per document filed at page 2 work record, the Petitioner had worked with the Respondent/Management from 26.11.1992 to 16.03.1994 for 148 days. However, the schedule of reference from the Government was made on 30.04.2021 and the Petitioner filed his claim statement on 15.11.2021.

3. In the reply statement filed by the Respondent/Management it is stated that the industrial dispute raised by the Petitioner is barred by limitation and thus, the Petitioner is not entitled to any relief. The Respondent denies that the Petitioner was engaged by them in any capacity. The authenticity of the certificate filed by Petitioner as C-2 in the paper book is denied. The claim of the Petitioner is baseless and without any merit. His alleged engagement as casual/temporary employment is denied and the claim may be rejected on the ground of inordinate delay. The Petitioner has not given any reasons for not having approached this forum within the time limit. Therefore, the claim is unsustainable.

Witnesses Examined:

For the First Party Petitioner : WW1 Shri R.Ganesan

For the 2nd Party/Management : None

Documents Marked:

On the Petitioner's side: Nil

On the Respondent side : NIL

4. The Petitioner has filed proof of affidavit but no document has been marked as none appeared on behalf of the Respondent. On behalf of the Respondent/Management written arguments has been filed.

5. Heard the Petitioner in person and gone through the records as well as written arguments filed by Respondent.

6. The question that arises for consideration is whether the claim petition filed by the Petitioner is time barred or not?

7. On perusal of the counter statement filed by the Respondent, it is clear that the Petitioner has filed the claim petition before this Tribunal belatedly. As per claim of the Petitioner, he worked with the Respondent/Management from 26.11.1992 to 16.03.1994 and the Petitioner has filed the claim petition on 15.11.2021 and the Schedule of reference was made on 30.04.2021. The learned representative for the Respondent in its written arguments stated that the industrial dispute has been filed after the prescribed limitation period and therefore, it is liable to be rejected as not maintainable.

8. In the case of Shri Ravikumar Vs. Management of Tamil Nadu Transport Corporation, Tirunelveli Division, the facts of the case are as follows:-

The Petitioner in that case was working as driver with the Respondent Corporation and was dismissed from service on 04.04.2005. The Petitioner raised a dispute before the Labour Office on 02.01.2014 in which failure report was given on 25.03.2014. The Petitioner has raised an Industrial Dispute No.64/2014 before the Labour Court and the Tribunal dismissed the ID on the sole ground of limitation by applying section 2A(3) of the Industrial Disputes Act, 1947.

9. Subsequently, the Petitioner preferred an appeal before the Hon'ble High Court of Madras in W.P.(MD) No.4269 of 2017 and the Hon'ble High Court vide its order dated 11.04.2017 under para 8 held as under:-

“8. The learned counsel for the respondent also relied upon a judgment of this Court in W.P. No. 15552 of 2015 wherein a learned Single Judge of this Court has dismissed a similar Writ Petition filed by the workman who challenged the award passed by the Labour Court dismissing the claim statement made by the petitioner therein on the ground of delay. After referring to the amended provision, this Court has held as follows:

"The aforesaid provision infers that the workman must raise an industrial dispute before the Conciliation Officer and upon expiry of 45 days from the date of filing an application before the Conciliation Officer, the workman can move application to the Labour Court before the expiry of three years from the date of his dismissal. In any event, right conferred under Section 2A of the Act lapse immediately preceding the date of expiry of three years of the date of dismissal. Sub-section (3) of Section 2A operates independently, despite the continuation of the conciliation proceeding. While such being the settled provision, in the case on hand, the petitioner was dismissed from service on 06.08.2010. Thereafter, after a lapse of 4 years and 2 months, he filed an application under Section 2A(2) of the I.D. Act before the Labour Court only on 31.10.2014. At this juncture, the contention of the petitioner is that he was unable to file an application before the Labour Court, since his application filed before the Conciliation Officer was pending. Such contention of the petitioner cannot stand to legal scrutiny, for, Sub-Section 3 of Section 2A of the Act operates independently, despite the continuation of the conciliation proceedings. Therefore, he ought to have filed an application before the learned Labour Court with three years from the date of dismissal order passed by the first respondent Corporation on 06.08.2010."

10. Accordingly, the Writ Petition was dismissed and the order of the Tribunal was confirmed.

11. The facts of the above case are squarely applicable to the facts of the present case on hand. The limitation period prescribed under the provisions of Industrial Disputes Act, 1947, is mandatory and this Tribunal has no discretion to extend the period of limitation. This fact is established that the Petitioner after expiry of three years has preferred the claim petition before this Tribunal on 15.11.2021. Therefore, in the light of the above reasons, the claim petition filed by the Petitioner is dismissed merely on the ground of being time barred *in limini*.

AWARD

As per discussion above, the claim petition filed by the Petitioner is barred by limitation and the same is dismissed accordingly.

The reference is answered accordingly.

Record be consigned to the record room.

Date : 23.06.2026

SUSHIL KUMAR-II, Presiding Officer

नई दिल्ली, 10 जुलाई, 2026

का.आ. 1473.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार आकाशवाणी, पटना के प्रबंधन के संबंध में नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में **केन्द्रीय सरकार औद्योगिक अधिकरण-सह-श्रम न्यायालय, धनबाद-I** के पंचाट (संदर्भ संख्या 82/2002) को प्रकाशित करती है,

[सं. एल-42012/263/2001-आई.आर.(सीएम-II)]

जयदीप यादव, उप निदेशक

New Delhi, the 10th July, 2026

S.O. 1473.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (**Ref. No. 82/2002**) of the **Central Government Industrial Tribunal-cum-Labour Court, Dhanbad-I** as shown in the Annexure, in the industrial dispute between the Management of **Akaswani, Patna.** and **their workmen.**

[No. L-42012/263/2001-IR (CM-II)]

JAIDEEP YADAV, Dy. Director

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO.1, DHANBAD

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

Reference Case No. 82/2002

Parties:

Employer in relation to the management of Akashvani, Patna

AND

Their Workman

Present: Shri Sachindra Kumar Pandey

Presiding Officer

Appearances:

For the Employers :- None.

For the workman :- None.

State : Bihar.

Industry:- Information & Broadcasting

Dated 13/01/2026

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-42012/263/2001-IR(CM-II) dated 24/07/2002 has been pleased to refer the following dispute between the employer i.e. management of Akashvani, Patna and their workman Sh. Deepak Kumar for adjudication by this Tribunal:

SCHEDULE

“Whether the action of the management of Akashvani, Patna in terminating the services of Sh. Deepak Kumar, workman is legal and justified? If not, to what relief the workman is entitled to?”

2. On receiving order no. L-42012/263/2001-IR(CM-II) dated 24/07/2002 Government of India, Ministry of Labour, New Delhi for adjudication of the dispute, Reference case no. 82 of 2002 was registered on 02.08.2002 and thereafter the notices were sent to the parties with a direction to appear and submit their written statements along with relevant documents and witnesses in support of their claims.

3. After issuance of regd. notice, none appeared on behalf of both the parties. It further transpires from the case record, when the case record was put up after a long gap on 02.08.2021, registered notices were sent to both the parties but even thereafter no step was taken from workman side. However Sri Navin Kumar, LDC on behalf of the management appeared on 04.10.2021 and filed his letter of authority thereafter he remained present till 15.12.2021 and second regd. notice was issued to workman and the same was returned with endorsement “नहीं पता चला”. Thereafter on 31.03.2022, 06.05.2022 and 01.07.2022, Sri M. B. Pankaj, Tech. appeared on behalf of the management and filed his letter of authority and thereafter he failed to appear before this Tribunal. It transpires from the case record that workman/union never appeared before the Tribunal which shows that workman/union has lost his interest in this case.

4. Hence,

ORDERED

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

SACHINDRA KUMAR PANDEY, Presiding Officer

नई दिल्ली, 10 जुलाई, 2026

का.आ. 1474.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार ई सी एल के प्रबंधतंत्र के संबद्ध नियोजको और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में **केन्द्रीय सरकार औद्योगिक अधिकरण-सह-श्रम न्यायालय**, आसनसोल के पंचाट (संदर्भ संख्या **05/2025**) को प्रकाशित करती है,

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

जयदीप यादव, उप निदेशक

New Delhi, the 10th July, 2026

S.O. 1474.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (**Reference. 05/2025**) of the **Central Government Industrial Tribunal-cum-Labour Court, Asansol** as shown in the Annexure, in the industrial dispute between the Management of ECL and their workmen,

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

JAIDEEP YADAV, Dy. Director

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

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

REFERENCE CASE NO. 05 OF 2025

PARTIES: Pankaj Kumar Nonia
(dependent son of Late Lakshmi Nonia Mahato)

Vs.

Management of Khas Kajora Colliery, ECL

REPRESENTATIVES:

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

INDUSTRY: Coal.

STATE: West Bengal.

Dated: 10.04.2026.

AWARD

In exercise of powers conferred under sub-Section (5) of Section 12 read with sub-Section (2A) of Section 10 of the Industrial Disputes Act, 1947 (14 of 1947), the Ministry of Labour, Government of India through the Office of the Deputy Chief Labour Commissioner (Central), Asansol, vide its Order **No. 1(21)/2025/E** dated 19.08.2025 has been pleased to refer the following dispute between the employer, that is the Management of Khas Kajora Colliery under Kajora Area of Eastern Coalfields Limited and their workman for adjudication by this Tribunal.

SCHEDULE

“ Whether the action of the management of Khas Kajora Colliery, Kajora Area, M/s. E.C.Ltd not providing employment to Sri Pankaj Kumar Nonia S/O Late Lakshmi Nonia Mahato is justified or not? If not, what relief the applicant is entitled to? ”

1. On receiving Order **No. 1(21)/2025/E** dated 19.08.2025 from the Office of the Deputy Chief Labour Commissioner (Central), Asansol, Ministry of Labour, Government of India, for adjudication of the dispute a Reference case was registered on 27.08.2025 and an order was passed for issuing notice to the parties through registered post, directing them to appear and submit their written statements along with relevant documents in support of their claims.

2. Mr. P. K. Das, learned advocate appeared for the management of Eastern Coalfields Limited. The case is fixed up today for ex-parte hearing. Mr. Rakesh Kumar, President, Koyala Mazdoor Congress appeared and submitted that he does not want to proceed further and on earlier date i.e. 06.02.2026 he had filed an application on behalf of Pankaj Kumar Nonia, praying for closing the case. On repeated calls Pankaj Kumar Nonia, son of Late Lakshmi Nonia Mahato did not appear. It is 1.50 P.M. now. It appears to me that the union which raised the Industrial Dispute is not inclined to proceed further. Person seeking employment is not available.

3. After Notice was issued to parties for appearance, the case was fixed on 10.10.2025, 01.12.2025, 06.02.2026 and today i.e. 10.04.2026 for hearing. Aggrieved petitioner is not inclined to take any step and is not found present. No written statement has been filed by the union. On 01.12.2025 written statement was filed by the management and copy of the same was served upon Pankaj Kumar Nonia. Management in the written statement has averred that Pankaj Kumar Nonia was referred for Initial Medical Examination at Central Hospital, Kalla for his examination by orthopedic specialist and was found unfit for employment. Management further contended that action taken in not providing employment to the dependent son is justified. I find that the management has nothing to establish by way of ex-parte hearing. Under such circumstances, the application filed by the union is allowed and the Reference case is dismissed for non-prosecution.

Hence,

ORDERED

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

ANANDA KUMAR MUKHERJEE, Presiding Officer

नई दिल्ली, 10 जुलाई, 2026

का.आ. 1475.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार ई सी एल के प्रबंधतंत्र के संबद्ध नियोजको और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में **केन्द्रीय सरकार औद्योगिक अधिकरण-सह-श्रम न्यायालय**, आसनसोल के पंचाट (संदर्भ संख्या **10/2022**) को प्रकाशित करती है,

[सं. एल-22012/35/2022-आई.आर.(सीएम- II)]

जयदीप यादव, उप निदेशक

New Delhi, the 10th July, 2026

S.O. 1475.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (**Reference. 10/2022**) of the **Central Government Industrial Tribunal-cum-Labour Court, Asansol** as shown in the Annexure, in the industrial dispute between the Management of ECL and their workmen,

[No. L-22012/35/2022-IR (CM-II)]

JAIDEEP YADAV, Dy. Director

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

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

REFERENCE CASE NO. 10 OF 2022

PARTIES: Taraknath Bhattacharya

Vs.

Management of Kunustoria Area, ECL

REPRESENTATIVES:

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

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

INDUSTRY: Coal.

STATE: West Bengal.

Dated: 25.05.2026

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), the Government of India through the Ministry of Labour, vide its Order No. L-22012/35/2022-IR(CM-II) dated 25.04.2022 has been pleased to refer the following dispute between the employer, that is the Management of Kunustoria Area of Eastern Coalfields Limited and their workman for adjudication by this Tribunal.

SCHEDULE

“ Whether the demand raised by Colliery Mazdoor Union (INTUC) against the Management of M/s. Eastern Coalfields Ltd. in relation to its Kunustoria Area for payment of arrear wages in respect of Sundays and Holidays to Shri T.N. Bhattacharya, Ex Foreman Incharge, UM No. 416689, of Kunustoria Area on his reversion from Executive Cadre vide order dated 18/10/2013, is legal and justified? If yes, to what relief Shri T.N. Bhattacharya is entitled to.”

1. On receiving Order No. L-22012/35/2022-IR(CM-II) dated 25.04.2022 from the Government of India, Ministry of Labour, New Delhi for adjudication of the dispute, a Reference case was registered on 26.04.2022 / 01.07.2022 and an order was passed for issuing notice to the parties through registered post, directing them to appear and submit their written statements along with relevant documents in support of their claims.

2. Mr. Chandi Banerjee, General Secretary, Colliery Mazdoor Union (INTUC) filed written statement on behalf of the workman on 17.08.2022. The fact of the case as disclosed in the written statement of the union is that Taraknath Bhattacharya, Ex-Foreman In-charge of Kunustoria Colliery under Kunustoria Area

of Eastern Coalfields Limited (hereinafter referred to as ECL) was promoted to the post of Subordinate Engineer (E&M) in the Executive Cadre E-1 in 2011 on the basis of Order bearing No. ECL/C-5(D)/Upgradation(E1)/E&M/EE/925 dated 21.05.2011 and was posted at Kunustoria Area of Eastern Coalfields Limited (hereinafter referred to as ECL). As the workman was suffering financial loss due to his upgradation and received less Basic pay than what he was receiving as non-executive in the post of Foreman In-charge, he applied for his reversion. The management agreed to revert Taraknath Bhattacharya to the post of Foreman In-charge by passing Order bearing No. ECL/C-5(D)/Order/Revert Back/E&M/EE/2499 dated 18.10.2013 and he joined as a Foreman In-charge on 01.11.2013. In the said Order it was clearly mentioned that upon reversion of Subordinate Engineers (Mining) to non-executive cadre they would be treated as if they have not been upgraded and pay fixation would be done as per rules applicable for non-executives, including benefits under National Coal Wage Agreement – IX (hereinafter referred to as NCWA-IX) would be allowed along with increments. It is claimed that Taraknath Bhattacharya is entitled to get difference of wages, wages for Sundays and holidays as they were non-executives. In support of his claim the union cited the case of Mr. Apurba Kumar Roy and Mr. Ushapati Samanta to whom the management had paid the difference of wages and other consequential benefits on their reversion from executive cadre to non-executive cadre. It is the grievance of the union that the management of ECL has not paid arrear of Basic wages, Dearness Allowance including wages for Sundays and holidays and prayed for passing necessary order.

3. Management of ECL contested the case by filing written statement on the same date i.e., 27.01.2023. According to the management Taraknath Bhattacharya, Subordinate Engineer (E&M) in the Executive Cadre E-1 was came on transfer to Kunustoria Area on 16.02.2013 from Satgram Area and was posted at different collieries under Satgram Area during his period of upgradation in the executive cadre i.e., from 03.02.2011 to 18.10.2013. During the period he was posted as Subordinate Engineer he had availed all the facilities of Executive Cadre and later in the year 2013 he was reverted to Non-Executive Cadre on the basis of irrevocable undertaking. After reversion his pay fixation in NCWA-IX was duly considered with benefits of all increments and minimum guaranteed benefits as per norms. Management asserted that during the period he worked as an executive, he drew salary for thirty (30) days in place of twenty-six (26) days payable to a non-executive. He also availed leave facilities of Executive Cadre which is different for Non-Executive Cadre and was already paid salary for holidays during his posting in the Executive Cadre. Workman has raised this Industrial Dispute after three years from the date of retirement from his service i.e., on 31.12.2017. It is contended that after getting approval from the Competent Authority the management has already paid an amount of Rs.29,839.36/- as difference of wages to Mr. Bhattacharya. The management urged that the claim of Taraknath Bhattacharya as disclosed in written statement by the union is not maintainable and the Industrial Dispute is liable to be dismissed.

4. The Central point for consideration by this Tribunal is whether the action of the management of Kunustoria Area in non-payment of arrears of wages in respect of Sundays and holidays to Taraknath Bhattacharya is just and proper. If not, what relief the workman is entitled to?

5. During evidence Taraknath Bhattacharya has been examined as Workman Witness No. 1. He filed the following documents :

- (i) Copy of the letter dated 30.01.2016 issued by the Agent of J.K. Nagar Group addressed to the Manager (P&A), Kunustoria Area, regarding attendance and leave in respect of Taraknath Bhattacharya, is produced as Exhibit W-1.
- (ii) Copies of documents related to upgradation, reversion, Pay slip and representation of Taraknath Bhattacharya are produced, as Exhibit W-2 collectively.

During his evidence the witness deposed that before upgradation he was posted at North Searsole Colliery as Foreman In-charge in the year 2011 and after upgradation to the post of Subordinate Engineer on 02.03.2011 he joined Nimcha Colliery. After upgradation his Basic was reduced for which, he submitted a representation for reversion. An order of reversion was passed on 18.10.2013 and he joined his reverted post on 01.11.2013. He further deposed that he received arrear of difference of wages between the Executive Cadre and Non-Executive Cadre after his reversion but has not been paid the arrear of wages for eighty-nine (89) days of holidays during the period from March, 2011 to February, 2013.

6. In course of cross-examination, the witness deposed that he joined as a Subordinate Engineer at Kunustoria Area on 16.02.2013 and reverted to post of Foreman In-charge on 31.10.2013. As an executive he was supposed to attend office on all days except four days' rest in a month. He further deposed that he received arrear of Rs.29,000/- towards difference of pay for the period he was posted in the Executive Cadre, which is only for the working days and not for holidays. As an executive he received salary for thirty days and as non-executive he received difference of pay for twenty-six days. He denied that he is not entitled to wages for holidays for the period he served as an executive.

7. Management examined Mr. Joydeep Barman, Deputy Manager (Personnel), Kunustoria Colliery as Management Witness No. 1. The witness filed his affidavit-in-chief wherein he reiterated the facts of the case delineated in the written statement of the management. In course of his evidence, the management witness produced the following documents :

- (i) Copy of the Order dated 18.10.2013 by which the enlisted Executives were reverted to Non-Executive Cadre is produced as Exhibit M-1.
- (ii) Copy of the letter dated 11.11.2021 issued by the General Manager (P&IR) regarding Pay fixation and consequential benefits after reversion, as Exhibit M-2.

8. In cross-examination, the witness deposed that management has already paid Rs. 29,838.36/- as difference of wages and also paid Annual Bonus / PLRS to Taraknath Bhattacharya on his reversion. Witness denied the suggestion that PLRS was not paid to the workman.

9. Mr. Chandi Banerjee, union representative, advancing his argument on behalf of the workman referred to the Office Order dated 18.10.2013 (Exhibit W-2) regarding reversion to original substantive post in the non-executive cadre and submitted that in the Office Order, the management has clarified that upon reversion of Subordinate Engineers to Non-Executive grade, they are to be treated as if they have not been upgraded and pay fixation would be done by associated finance as per rule applicable to Non-Executive, allowing benefits relating to NCWA-IX including due increments. It is further argued that till date the management has failed to produce any evidence to show that difference of arrear of wages for holidays and Sundays, Performance Related Pay (hereinafter referred to as PRP) and Annual Bonus / Performance Linked Reward Scheme (hereinafter referred to as PLRS) was paid to the workman. Mr.

Banerjee argued that the workman is entitled to arrears of Basic pay, Dearness Allowance, wages for Sundays and holidays, Quarterly bonus and Annual bonus.

10. Mr. P. K. Das, learned advocate for the management of ECL argued that the workman has received payment of Rs. 29,838.36/- towards difference of wages between Executive and Non-Executive Cadre along with PLRS / Annual Bonus on his reversion. It is submitted that an employee in the Executive Cadre is entitled to receive payment for thirty (30) days whereas employees in the Non-Executive Cadre are employed for twenty-six (26) days in a month and are entitled to receive payment of wages for only twenty-six (26) days, unless he is assigned any duty during Sundays / holidays. Learned advocate for the management argued that the workman is not entitled to any payment of wages for Sundays and holidays and PLRS / Annual Bonus.

11. I have considered the arguments advanced on behalf of the management and union, pleadings of parties and evidence adduced. It has been admitted by the management that Taraknath Bhattacharya, was an employee of ECL, posted at Kunustoria Area and he was promoted to the post of Subordinate Engineer (E&M) from the post of Foreman In-charge. I find that the concerned employee was promoted by Office Order bearing No. ECL/C-5(D)/Upgradation(E1)/E&M/EE/199 dated 03.02.2011 and he joined his promotional post on 02.03.2011 (Exhibit W-2). Thereafter, on his own accord he was reverted to the post of Foreman In-charge vide Office Order dated 18.10.2013 (Exhibit M-1/W-2). The Office Order for reversion clearly lays down that upon reversion of Subordinate Engineers to Non-Executive grade will be treated as if they have not been upgraded and pay fixation will be done by associated finance as per rule applicable for non-executives including benefits relating to NCWA-IX, considering due increments. It is sufficiently clear that the service of the concerned employee in the post of Foreman in-charge would continue as if he was never upgraded to the post of executive and the workman will receive the benefits of his increments and pay as per provisions of NCWA-IX. It is an admitted fact that after reversion of Taraknath Bhattacharya to the Non-Executive Cadre an amount of Rs.29,838.36/- was paid to him as difference of wages. No Calculation Sheet has been produced to show that the concerned workman was entitled to the said amount only. According to the clarification provided in the order of reversion the workman is entitle to receive his pay as per rules applicable to the Non-Executive Cadre, considering due increments, as if they have not been upgraded. It implies that the aggrieved workman is entitle to the difference of Basic pay and Dearness Allowance with Quarterly and Annual bonus as a non-executive for the period he served in the Executive Cadre from 02.03.2011 to 31.10.2013. An employee in the Non-Executive Cadre is employed for twenty-six (26) days a month under usual circumstances. He is employed during holidays and Sundays only on special requirement for such deployment. On the other hand, while the workman was serving in the promotional post as a Subordinate Engineer, he was employed on all thirty (30) days of a month for which he received pay for 30 days. Therefore, the workman is not entitled to any payment of Sundays and holidays as a member of the Non-Executive Cadre. His claim for payment of difference of wages for eighty-nine (89) holidays during the period he served in the Executive Cadre is not tenable. The management however has not produced any documentary evidence in support of their claim that PRP and PLRS has been paid to the workman after his reversion to the Non-Executive Cadre for the period he served in the Executive Cadre. Since the workman is entitled to receive his dues as a non-executive for the period from 02.03.2011 to 31.10.2013, the management shall calculate the difference of his Basic pay and Dearness Allowance between the Non-Executive Cadre and Executive Cadre for twenty-six (26) days a month without taking into account the payment made for thirty (30) days as executive and after adjusting Rs.29,838.36/-, which has admittedly been paid to the workman after his reversion, and shall pay the balance amount to him. The workman is also entitled to his Quarterly bonus and Annual Bonus for the period from 02.03.2011 to 31.10.2013. Since the matter is pending for a considerable period

and the concerned employee was already superannuated from his service, the management of Kunustoria Area of ECL is directed to pay the balance amount to Taraknath Bhattacharya within two (2) months from the date of communication of the Award. The Industrial Dispute is accordingly allowed in favour of the workman.

Hence,

ORDERED

That the Industrial Dispute is allowed in part on contest against the management of Kunustoria Area of Eastern Coalfields Limited. Management is directed to pay the difference of arrears of Basic pay and Dearness Allowance of twenty-six (26) days a month to Taraknath Bhattacharya for the period from 02.03.2011 to 31.10.2013 after adjusting Rs. 29,838.36/- (Rupees twenty-nine thousand eight hundred thirty-eight and thirty-six paise only), which is admittedly paid to the workman after his reversion. The management is also directed pay the arrears of Quarterly bonus and Annual bonus / PLRS for the said period within two (2) months from the date of communication of the Award. Let an award be drawn up on the basis of my above findings. Let copies of the Award in duplicate be sent to the Ministry of Labour and Employment, Government of India, New Delhi for information and Notification.

ANANDA KUMAR MUKHERJEE, Presiding Officer

नई दिल्ली, 10 जुलाई, 2026

का.आ. 1476.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार ई सी एल के प्रबंधन के संबद्ध नियोजको और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में **केन्द्रीय सरकार औद्योगिक अधिकरण-सह-श्रम न्यायालय**, आसनसोल के पंचाट (संदर्भ संख्या **50/2022**) को प्रकाशित करती है,

[सं. एल-22012/92/2022-आई.आर.(सीएम-II)]

जयदीप यादव, उप निदेशक

New Delhi, the 10th July, 2026

S.O. 1476.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (**Reference. 50/2022**) of the **Central Government Industrial Tribunal-cum-Labour Court, Asansol** as shown in the Annexure, in the industrial dispute between the Management of ECL and their workmen,

[No. L-22012/92/2022-IR (CM-II)]

JAIDEEP YADAV, Dy. Director

ANNEXURE

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

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

REFERENCE CASE NO. 50 OF 2022

PARTIES: Shyamal Kumar Roy

Vs.

Management of Madhaipur Colliery, ECL

REPRESENTATIVES:

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

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

INDUSTRY: Coal.

STATE: West Bengal.

Dated: 21.05.2026

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), the Government of India through the Ministry of Labour, vide its Order No. L-22012/92/2022-IR(CM-II) dated 31.10.2022 has been pleased to refer the following dispute between the employer, that is the Management of Madhaipur Colliery under Pandaveswar Area of Eastern Coalfields Limited and their workman for adjudication by this Tribunal.

SCHEDULE

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

1. On receiving Order No. L-22012/92/2022-IR(CM-II) dated 31.10.2022 from the Government of India, Ministry of Labour, New Delhi for adjudication of the dispute, a Reference case was registered on 01.11.2022 and an order was passed for issuing notice to the parties through registered post, directing them to appear and submit their written statements along with relevant documents in support of their claims.

2. Mr. Chandi Banerjee, General Secretary, Colliery Mazdoor Union (INTUC) filed written statement on behalf of the workman on 17.07.2023. The fact of the case as disclosed in the written statement of the union is that Shyamal Kumar Roy, Ex-Foreman In-charge of Madhaipur Colliery was promoted to the post of Subordinate Engineer (E&M) in the Executive Cadre E-1 in the year 2011 on the basis of Order bearing No. ECL/C-5(D)/Upgradation(E1)/E&M/EE/925 dated 21.05.2011 and was posted at Pandaveswar Area of Eastern Coalfields Limited (hereinafter referred to as ECL). As the workman was suffering financial loss due to his upgradation and received less Basic pay than what he was receiving as non-executive in the post of Foreman In-charge, he applied for his reversion. The management agreed to revert Shyamal Kumar Roy to the post of Foreman In-charge by passing Order bearing No. ECL/C-5(D)/Order/Revert Back/E&M/EE/2499 dated 18.10.2013 and he joined as a Foreman In-charge on 01.11.2013. In the said Order it was clearly mentioned that upon reversion of Subordinate Engineers (Mining) to non-executive cadre they would be treated as if they have not been upgraded and pay fixation would be done as per rules applicable for non-executives, including benefits under National Coal Wage Agreement – IX (hereinafter referred to as NCWA-IX) and would be allowed increments. It is claimed that Shyamal Kumar Roy is entitled to get difference of wages, wages for Sundays and holidays as if he was a non-executive. In support of his claim the union cited the case of Mr. Apurba Kumar Roy and Mr. Ushapati Samanta to whom the management had paid the difference of wages and other consequential benefits on their reversion from executive cadre to non-executive cadre. It is the grievance of the union that the management of ECL has not paid the difference of wages, wages for Sundays and holidays and prayed for passing necessary order.

3. Management of ECL contested the case by filing written statement on the same date i.e., 06.02.2023. According to the management Shyamal Kumar Roy, Ex-Foreman In-charge of Madhaipur Colliery bearing U.M. No. 344066 was upgraded to the post of Subordinate Engineer (E&M) in the Executive Cadre E-1 from the post of Foreman In-charge, vide Order bearing No. ECL/C-5(D)/Upgradation(E1)/E&M/EE/925 dated 21.05.2011 issued by the Chief General Manager (P/EE). After accepting the terms and conditions of employment Shyamal Kumar Roy was upgraded to the post of Executive Cadre E-1. Subsequently, a prayer was made by Shyamal Kumar Roy for reverting him to his previous post of Foreman In-charge. Management agreed and reverted him back to his earlier post on condition that on reversion the above Subordinate Engineers will be governed by rules and regulations as applicable to the non-executive cadre employees and their pay in non-executive grade would be fixed as per rules applicable in the earlier non-executive grade held by them prior to upgradation. Management asserted that during the period he worked as an executive, he drew salary for thirty (30) days in place of twenty-six (26) days payable to a non-executive. The management asserted that the claim of Shyamal Kumar Roy as disclosed in written statement by the union is not maintainable and the Industrial Dispute is liable to be dismissed.

4. The dispute referred before this Tribunal for adjudication is whether the action management of Madhaipur Colliery under Pandaveswar Area in non-payment of arrears of wages and other consequential benefits such as wages for Sundys and holidays to Shyamal Kumar Roy is just and proper. If not, what relief the workman is entitled to.

5. During evidence Shyamal Kumar Roy has been examined as Workman Witness No. 1. He filed the following documents :

- (i) Copy of the Office Order dated 05.02.2011 by which Shyamal Kumar Roy was upgraded to Executive Cadre E-1, is produced as Exhibit W-1.
- (ii) Copy of the Office Order dated 22.02.2011 by which Shyamal Kumar Roy was posted as Subordinate Engineer (E&M) at Pandaveswar Area, as Exhibit W-2.
- (iii) Copy of Order dated 28.10.2013 / 01.11.2023 by which Shyamal Kumar Roy was reverted to his original substantive post in the Non-Executive Cadre, as Exhibit W-3.
- (iv) Copy of Charge Assumption Report of Shyamal Kumar Roy dated 14.01.2014 by which he assumed the charge of Foreman In-charge upon reversion, as Exhibit W-4.
- (v) Copies of three Pay slips of Shyamal Kumar Roy for the months of February, 2014, September, 2011 and December, 2013 after reversion to the post of Sr. Overman, as Exhibits W-5, W-6 and W-7 respectively.

During his evidence the witness deposed that on his promotion to the post of Subordinate Engineer (E&M) in the Executive Cadre E-1 his Pay Scale was fixed at Rs.16,400/- to Rs.40,500/- by Office Order dated 05.02.2011. Witness also stated that he is also entitled to employee's contribution regarding Provident Fund deduction over less drawn amount of his wages.

6. In course of cross-examination the witness deposed that he was posted in the Executive Cadre from 22.02.2011 till 13.01.2014. He denied that he is not entitled to wages for Sundays and holidays on being reverted to the post of Foreman In-charge.

7. Management examined Mr. Sashiraj Singh, Personnel Manager, Madhaipur Colliery as Management Witness No. 1. The witness filed his affidavit-in-chief and stated that Shyamal Kumar Roy

was promoted to the post of Subordinate Engineer (E&M) in the Executive Cadre E-1 in the year 2011. The aggrieved workman thereafter applied for his reversion to his earlier post and the management passed an order for his reversion. It is stated by the witness that the management agreed to fix the pay on reversion as per rules and regulations applicable to the non-executive employees. Witness deposed that the workman applied for payment of Performance Related Payment (hereinafter referred to as PRP) in lieu of arrears / difference of wages for the period he worked in the Executive Cadre, which is under consideration as per Office Memorandum circulated vide letter No. CIL/General Manager(P)/B-163 dated 13.03.2018. Witness finally stated that there is no question of payment of wages for Sundays and holidays and the action of the management is justified. In his evidence-in-chief the management witness further stated that there is a difference in the pay between the executive and non-executive cadre as the rules relating to the pay of non-executive employees are governed by NCWA which are revised every five years but for executive employees the revision is done through Pay Commission Report issued every ten (10) years by the Central Government, which is applicable to all the Public Sector Undertaking of the Central Government. In course of his evidence management witness produced the following documents :

- (i) Copy of the Order dated 06/12.09.2013 issued by the General Manager (Personnel), Coal India Limited by which the enlisted Executives were reverted back to Non-Executive Cadre is produced as Exhibit M-1.
- (ii) Copy of the Office Order dated 05.09.2013, as Exhibit M-2.
- (iii) Copy of the Office Memorandum dated 13.03.2018, as Exhibit M-3.

8. In cross-examination the management witness deposed that he has no knowledge if other reverted employee in any other Colliery under ECL was paid difference of wages. The witness denied the suggestion that concerned workman is entitled to get difference of Basic, Dearness Allowance, quarterly bonus, yearly profit sharing bonus, pay for holidays for the period the workman served in the Executive Cadre.

9. Mr. Chandi Banerjee, union representative, advancing his argument on behalf of the workman referred to the Office Order passed by the Chief Manager (Personnel), Pandaveswar Area on 28.10.2013 / 01.11.2013 (Exhibit W-3) regarding exercise of irrevocable option by the interested Subordinate Engineer (E&M) for their reversion to the post in the non-executive cadre and submitted that in the Office Order the management has clarified that upon reversion of Subordinate Engineers to Non-Executive grade, they are to be treated as if they have not been upgraded and pay fixation would be done by associated finance as per rule applicable to Non-Executive including benefits relating to NCWA-IX including due increments. Mr. Banerjee argued that upon reversion Basic pay of the workman was fixed at Rs.45,966.63/- (Exhibit W-5) which is much higher than Rs.28,269.91/- fixed as Basic pay in the Executive Cadre E-1 (Exhibit W-7). The union representative submitted that the workman is entitled to payment of Basic pay along with Dearness Allowance during the period he was posted in the Executive Cadre E-1, from 22.02.2011 to 13.01.2014 as per rules with benefits admissible under NCWA-IX. Mr. Chandi Banerjee further submitted that the workman is entitled to payment of wages during Sundays and holidays and further entitled to get quarterly bonus, annual puja bonus. Mr. Banerjee argued that till date and the management has failed to produce any evidence to show that PRP has been paid to the workman.

10. Mr. Mani Padma Banerjee, learned advocate for the management of ECL admitted that the workman has not received any payment towards difference of Basic pay, Dearness Allowance, Underground Allowance, quarterly bonus, annual puja bonus or PRP. It is argued that a workman is

entitled to receive payment of wages for only twenty-six (26) days a month, unless he is assigned any specific duty during holidays. Learned advocate for the management argued that the workman is not entitled to any payment of wages for Sundays and holidays.

11. I have considered the arguments advanced on behalf of the management and union, pleadings of parties and evidence adduced. It has been admitted by the management that Shyamal Kumar Roy, U.M. No. 344066, was an employee of ECL, posted at Pandaveswar Area and he was promoted to the post of Subordinate Engineer (E&M) from the post of Foreman In-charge. On a perusal of the record, I find that the concerned employee was promoted by Office Order bearing No. ECL/C-5(D)/Upgradation(E1)/E&M/EE/212 dated 05.02.2011 (Exhibit W-1) and he joined his promotional post on 22.02.2011 (Exhibit W-2). Thereafter, on his own accord he was reverted to the post of Foreman In-charge vide Office Order dated 28.10.2013 / 01.11.2013 (Exhibit W-3). The Office Order for reversion (Exhibit W-3) clearly lays down that upon reversion of Subordinate Engineers to Non-Executive grade will be treated as if they have not been upgraded and pay fixation will be done by associated finance as per rule applicable for non-executives including benefits relating to NCWA-IX considering due increments. It is sufficiently clear that the service of the concerned employee in the post of Foreman In-charge would continue as if he was never upgraded to the post of executive and the workman will receive the benefits of his increments and pay as per provisions of NCWA-IX. From the Pay slip of February 2014, it would appear that the upon reversion to the Non-Executive Cadre the Basic Pay of the workman was fixed at Rs.45,966.63/- which is higher than the Basic pay of Rs.28,269.91/-, which the workman received in the month of December 2013 (Exhibit W-7) while he was posted in the Executive Cadre. Therefore, it is clear admission on the part of the management that after reversion, the workman was neither paid any difference of wages nor any consequential benefits. Therefore, I find that Shyamal Kumar Roy, the aggrieved workman is entitled to receive difference of Basic Pay and Dearness Allowance for the period from 22.02.2011 to 13.01.2014, as if he was in the post of Foreman In-charge in the non-executive cadre.

12. The evidence reveals that no PRP has been paid to the employee on his reversion. It should be borne in mind that the Industrial Dispute has been raised for non-payment of arrear of wages for the aforesaid two (2) years, while the workman was employed in the Executive Cadre E-1. The question of payment of different allowances and perks does not arise. As the concerned workman has received payments for Sundays and holidays while he served as an executive, he is not entitled to any additional payments for Sundays and holidays as a non-executive. A non-executive is generally employed on twenty-six (26) days a month. It is not mandatory that workmen in the non-executive cadre would be deployed on all Sundays and holidays. Therefore, they are not entitled to any payment for Sundays and holidays. In the instant case the workman has not been paid any quarterly bonus and annual puja bonus during his posting in the Executive Cadre E-1 for the period from 22.02.2011 to 13.01.2014. The management of Madhaipur Colliery under Pandaveswar Area of ECL therefore has acted in an illegal and arbitrary manner by withholding the payment of difference of Basic pay and Dearness Allowance as well as Underground Allowance, quarterly bonus and annual puja bonus despite clarification made in order dated 05.09.2013 (Exhibit M-2). I therefore, hold that Shyamal Kumar Roy, U.M. No. 344066 who was reverted to the post of Foreman In-charge at Madhaipur Colliery under Pandaveswar Area and has already superannuated from service, is entitled to payment of arrears of difference of Basic pay and Dearness Allowance from the management of ECL for the period from 22.02.2011 to 13.01.2014 while he was posted as Subordinate Engineer (E&M) in the Executive Cadre E-1. He is further entitled to receive Underground Allowance for the said period along with quarterly bonus and annual puja bonus for the period. The management of

Pandaveswar Area, ECL is directed to assess the dues payable to Shyamal Kumar Roy within two (2) months from the date of communication of the Award and disburse the same without any delay.

Hence,

ORDERED

That the Industrial Dispute is allowed on contest against the management of Madhaipur Colliery under Pandaveswar Area of Eastern Coalfields Limited. Shyamal Kumar Roy, the aggrieved workman with U.M. No. 344066, who is superannuated from the service of Eastern Coalfields Limited as a Foreman In-charge in the Non-Executive Cadre is entitled to arrears of difference of Basic pay, Dearness Allowance between the Executive Cadre and Non-Executive Cadre for the period from 22.02.2011 to 13.01.2014. He shall further be entitled to get Underground Allowance, Quarterly Bonus and Annual Puja Bonus for the said period. The management of Eastern Coalfields Limited is directed to assess and disburse the amount payable to the aggrieved workman within two (2) months from the date of communication of the Award. Let an award be drawn up in light of my above findings. Let copies of the Award in duplicate be sent to the Ministry of Labour and Employment, Government of India, New Delhi for information and Notification.

ANANDA KUMAR MUKHERJEE, Presiding Officer

नई दिल्ली, 10 जुलाई, 2026

का.आ. 1477.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार ई सी एल के प्रबंधतंत्र के संबद्ध नियोजको और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में **केन्द्रीय सरकार औद्योगिक अधिकरण-सह-श्रम न्यायालय**, आसनसोल के पंचाट (संदर्भ संख्या 17/2017 और 35/2018) को प्रकाशित करती है,

[सं. एल-22012/83/2017-आई.आर.(सीएम- II)]

जयदीप यादव, उप निदेशक

New Delhi, the 10th July, 2026

S.O. 1477.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (**Reference. 17/2017 and 35/2018**) of the **Central Government Industrial Tribunal-cum-Labour Court, Asansol** as shown in the Annexure, in the industrial dispute between the Management of ECL and their workmen,

[No. L-22012/83/2017-IR (CM-II)]

JAIDEEP YADAV, Dy. Director

ANNEXURE

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

ASANSOL

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

REFERENCE CASE NO. 17 OF 2017

REFERENCE CASE NO. 35 OF 2018

PARTIES: Raju Kora
dependent son of late Sriram Kora

Vs.

Management of Kalipahari Colliery, Sripur Area, M/s. ECL

REPRESENTATIVES:

For the Workman: Mr. Rakesh Kumar, Union representative

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

INDUSTRY: Coal.

STATE: West Bengal.

Dated: 05.02.2026

AWARD

The Government of India through the Ministry of Labour, in exercise of powers conferred under clause (d) of Sub-section (1) and Sub-section (2A) of Section 10 of the Industrial Disputes Act, 1947 (14 of 1947), vide its Order **No. L-22012/83/2017-IR(CM-II)** dated 16.11.2017 and Order **No. L-22012/83/2017-IR(CM-II)** dated 05.11.2018 has referred the following dispute between the employer, that is the Management of Kalipahari Colliery under Sripur Area of M/s. Eastern Coalfields Limited (hereinafter referred as ECL) and their workman for adjudication by this Tribunal.

SCHEDULE

“Whether the action of the Management of M/s. Eastern Coalfields Ltd. in relation to its Kalipahari Colliery under Sripur Area in not providing employment to Sri Raju Kora, dependent son of the deceased workman Late Sriram Kora, as per National Coal Wage Agreement is justified? If not, to what relief the dependent of ex-workman is entitled to? ”.

1. Initially Order **No. L-22012/83/2017 - IR(CM-II)** dated **16.11.2017** was received from the Government of India, Ministry of Labour, New Delhi for adjudication of a dispute and a **Reference case No. 17 of 2017** was registered on 28.11.2017 and an order was passed for issuing notice to the parties through registered post, directing them to appear and submit their written statements along with relevant documents in support of their claims and a list of witnesses. Thereafter, the same Industrial Dispute with an identical schedule was referred to this Tribunal by Order **No. L-22012/83/2017 - IR(CM-II)** dated **05.11.2018** which was registered as **Reference case No. 35 of 2018**. Two cases were registered separately and by order dated 31.12.2019 passed in both the cases, bearing Reference No. 35/2018 and 17/2017, they were taken up together for disposal.

2. Koyala Mazdoor Congress representing Raju Kora filed written statement

on 30.07.2018. The fact of the case in brief, as per written statement of the union is that Sriram Kora was an employee of ECL and was posted as Explosive Carrier at Kalipahari Colliery under Sripur Area. He died in harness on 18.12.1995. Raju Kora, the dependent son of Sriram Kora submitted an application for providing him employment as per the provisions of NCWA. The Colliery authorities after observing all formalities forwarded the employment file to the Area office and thereafter it was forwarded to the ECL Headquarters. Clarification was sought for by the Agent, Kalipahari Colliery vide his letter No. AGT/KPH/C-6D/Employment/08/894 dated 4/9.9.2008. The dependent son replied to the queries and also

submitted documents. The employment file was thereafter forwarded to Area level but after passage of several years, no decision has been taken by the management nor any employment is provided to the dependent son of Sriram Kora on compassionate ground. Several representations had been submitted by the dependent son as well as union for finalizing the claim but no action has been taken by the management. Hence, the Industrial Dispute is raised through the union claiming employment for Raju Kora.

3. Management of Kalipahari (R) Colliery contested the case by filing written statement on 29.11.2022. According to the management, Sriram Kora was an employee of ECL posted at Kalipahari (R) Colliery and expired on 18.12.1995. After the death of employee, a claim was preferred for providing employment to the dependent of the deceased employee after a gap of 19 years and 6 months from the date of death of the employee. In the instant case, there has been inordinate delay in preferring the claim, as such the dependent is not entitled to any employment. Further case of the management is that no representation was made before them for providing employment to the dependent son. It is contended that the action of the management in not providing employment after a delayed claim is justified. The management accordingly prayed for dismissing the case.

4. The relevant issue for consideration is that whether Raju Kora, dependent son of deceased Sriram Kora is entitled to the relief of compassionate employment according to the provisions of NCWA and whether the action of the management in not providing the employment is justified?

5. The union examined Raju Kora as WW-1. He filed his affidavit-in-chief averring that after the death of his father on 18.12.1995, his mother initially applied for providing employment to her against the death of his father as his age was wrongly recorded below 18 years at the time of death of his father. Later on the wife of the deceased nominated the son, Raju Kora, for employment as per provisions of NCWA and submitted necessary documents. The management of ECL issued letters dated 12.06.2001 for screening of the applicant for employment. After screening, the file was forwarded to Area Level and Raju Kora was also asked to appear before the IME Board for medical examination by letter No. GM/SA/C-6B/7/2001/D-121 dated 13.09.2001. After observing such formalities, management did not communicate anything to the dependent son and did not provide any employment.

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

- (i) Copy of death certificate of Sriram Kora is produced as Exhibit W-1.
- (ii) Copy of letter issued by the wife of the deceased employee praying for employment of Raju Kora is produced as Exhibit W-2.
- (iii) Copy of letter issued by Area Medical Officer, Sripur Area addressed to Chief Medical Officer, Sanctoria Hospital dated 22.10.2001 for holding IME of Raju Kora is produced as Exhibit W-3.

The witness deposed that at the time of his father's death he was fourteen (14) years of age. In cross-examination, the witness stated that he had no document to establish his date of birth. It transpires from the testimony of the witness that Lila Kora, his mother submitted application for employment as a dependent of Sriram Kora. He also stated that his age was 14 years at the time of death of his father and his age was correctly recorded in the service record of his father. Witness denied that he is not entitled to employment

as a dependent of his father or that the statement given by him in the affidavit relating to his age disclosed in service record of his father is incorrect.

6. Management examined Apurba Biswas as MW-1. The main objection of the management against the claim for employment of the dependent son is that the application for employment was filed after a long delay. While holding screening of the dependents of the deceased employee, several discrepancies were found which were communicated to Lila Kora by the management of Kalipahari Colliery through a letter dated 14/15.07.1998. In paragraph 7 of the affidavit it is admitted that during the IME of Raju Kora was declared fit for underground job. Thereafter, a letter was issued to Raju Kora to furnish some documents.

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

- (i) Copy of Service Excerpt of Sriram Kora is produced as Exhibit M-1.
- (ii) Copy of application submitted by Lila Kora dated 18.08.1998 seeking employment of her son is produced as Exhibit M-2.
- (iii) Copy of report of IME dated 08.11.2001 is produced as Exhibit M-3.
- (iv) Copy of letter dated 09.09.2008 of Management asking Raju Kora to submit some documents is produced as Exhibit M-4.
- (v) Copy of Fax message from Coal India Headquarters, Kolkata for maintaining live roster is produced as Exhibit M-5.

Witness deposed that there was no scope of maintaining any live roster under NCWA-IV and for this reason Raju Kora was not considered for his employment as a dependent. In his cross-examination witness identified a letter dated 15.07.1998 issued by the Personnel Manager, Kalipahari (R) Colliery (produced as Exhibit M-6). Witness admitted that no regret letter was issued to Lila Kora that the management of the company was unable to provide her employment due to discrepancies. The copy of application submitted by Lila Kora on the advice of the management for employment of her son is produced as Exhibit M-7. Witness deposed that the management accepted claim for providing employment to Raju Kora and after observing the procedure of screening, medical examination and other formalities, submitted report to the Headquarter of ECL for providing employment to the dependent son. Witness stated that till date no regret letter has been sent to Raju Kora denying employment to him. In cross-examination witness deposed that the fax message (Exhibit M-5) is a general instruction and not in respect of Raju Kora in particular. It is admitted that NCWA-V is applicable for the period from 01.07.1991 to 30.06.1996. the witness admitted that neither Lila Kora the wife of the deceased nor Raju Kora, the dependent son have been provided employment in the capacity of the dependent and no monetary compensation has been paid to the wife of the deceased employee.

7. Mr. Rakesh Kumar, union representative arguing the case on behalf of Raju Kora submitted that on the death of Sriram kora, Lila Kora, his wife submitted

an application on 12.08.1999 (Exhibit W-2) praying for employment to Raju Kora who was 18 years of age at that time. The management held screening and medical examination of Raju Kora where he was found medically fit for employment. Referring to the IME report (Exhibit M-3), it is argued that on the date of medical examination, the Medical Board assessed Raju Kora's age as 20-25 years. Therefore, his age was

determined as 22.5 years on 08.11.2001 and on the date of death of his father, his age was computed as 16.5 years. It is submitted that the Medical Board found Raju Kora fit for underground job. After waiting for several years, the management issued letter dated 09.09.2008 (Exhibit M-4) whereby Raju Kora was asked to furnish some documents and certificates as well as indemnity bond. Mr. Kumar argued that after furnishing all documents and clarifications, the management of ECL did not provide any employment to Raju Kora as per provisions of NCWA nor they issued any letter of regret. It is urged that the management may be directed to provide employment to the dependent son as per provisions of NCWA.

8. Mr. P.K. Das, learned advocate for the management of ECL in reply argued that at the time of death of Sriram Kora, the provisions of NCWA-V did not come into force. It is argued that at the relevant time, Raju Kora was a minor and the management of Coal India Limited had issued a circular informing that the provision to maintaining the name of the minor dependent in the live roster under the clause 9.4.0 of NCWA-V as per Para 3.6(iii) of the Implementation Instruction No. – 8 of NCWA-V was made effective from the date of issue of order i.e. 22.02.1996. It is argued that though NCWA-V was made applicable retrospectively from 01.07.1991 to 30.06.1996, the provision relating to maintaining the name of minor dependents in the live roster came into effect only from 22.02.1996. It is urged that due to non-application of the provisions of the NCWA-V on 18.12.1995 in respect of minor dependents of employees who died in harness, Raju Kora is not entitled to any employment.

9. I have considered the facts and circumstances of the case disclosed in the pleadings of the parties, evidence adduced and arguments advanced on behalf of both parties. Admittedly, Sriram Kora was an employee of ECL and he died in harness on 18.12.1995. At the time of death of employee, his son Raju Kora was not eligible for employment as he was below 18 years of age. In cross-examination, Raju Kora has stated that he was 14 years of age at the time of death of his father. He also deposed that he was unable to produce any document in support of his date of birth. Initially, an attempt was made by Raju Kora to assert that his age was wrongly recorded as below 18 years in the office records of his father but the witness was unable to prove that he was a major at that time. From the report of IME (Exhibit M-3), I find that Raju Kora disclosed his age as 22 years on 08.11.2001. On the basis of such statement, his age maybe computed as 16 years at the time of his father's death. The NCWA-V was published on 22.02.1996. In the circular bearing No. CIL/JBCCI-V/I.I.NO.(8/96)/2627 dated 22.02.1996, it has been stated that the provision for keeping the name of minor dependents in the live roster for the purpose of employment under clause 9.4.0 of NCWA-V will be effective from the date of issue the order i.e. 22.02.1996. It needs to be borne in mind that the provisions relating to compassionate employment to dependents emanates out of negotiated agreements arrived at between the employer and employee which is treated as a settlement under section 2(p) of the Industrial Disputes Act, 1947 and it has a binding effect on the parties under section 18 (3) of the Industrial Disputes Act of 1947. The provisions for compassionate employment for the dependents of the deceased have been made in NCWA-V but the same is applicable only prospectively from 22.02.1996 and not retrospectively from 01.07.1991. It seems that the management of ECL carried out a futile exercise by holding screening and IME of Raju Kora and also declaring him fit for underground job. The management ought to have acted in accordance with the provisions of NCWA-IV before giving false hopes to the suffering dependents.

10. Under the facts and circumstances of this case, Raju Kora, the dependent

son of Sriram Kora is not entitled to employment under the provisions of NCWA applicable at the time of death of his father. The Industrial Dispute is therefore dismissed on contest

Hence,

ORDERED

The Industrial Dispute is dismissed on contest. The dependent son is not entitled to employment on compassionate ground as per applicable provisions of NCWA on the date of death of his father. Let an Award be drawn up on the basis of my above findings. Let copies of the Award in duplicate be sent to the Ministry of Labour, Government of India, New Delhi for information and Notification.

ANANDA KUMAR MUKHERJEE, Presiding Officer

नई दिल्ली, 10 जुलाई, 2026

का.आ. 1478.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार ई सी एल के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में **केन्द्रीय सरकार औद्योगिक अधिकरण-सह-श्रम न्यायालय**, आसनसोल के पंचाट (**संदर्भ संख्या 13/2022**) को प्रकाशित करती है,

[सं. एल-22012/33/2022-आई.आर.(सीएम- II)]

जयदीप यादव, उप निदेशक

New Delhi, the 10th July, 2026

S.O. 1478.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (**Reference. 13/2022**) of the **Central Government Industrial Tribunal-cum-Labour Court, Asansol** as shown in the Annexure, in the industrial dispute between the Management of ECL and their workmen,

[No. L-22012/33/2022-IR (CM-II)]

JAIDEEP YADAV, Dy. Director

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

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

REFERENCE CASE NO. 13 OF 2022

PARTIES: Dinabandhu Adhikari

Vs.

Management of Kunustoria Colliery, ECL

REPRESENTATIVES:

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

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

INDUSTRY: Coal.

STATE: West Bengal.

Dated: 27.05.2026

AWARD

In exercise of powers conferred under clause (d) of Sub-section (1) and Sub-section (2A) of Section 10 of the Industrial Disputes Act, 1947 (14 of 1947), the Government of India through the Ministry of Labour, vide its Order **No. L-22012/33/2022-IR(CM-II)** dated 22.04.2022 has been pleased to refer the following dispute between the employer, that is the Management of Kunustoria Colliery under Kunustoria Area of Eastern Coalfields Limited and their workman for adjudication by this Tribunal.

SCHEDULE

“ Whether the action of the Management of M/s. Eastern Coalfields Ltd. in relation to its Kunustoria Colliery (under Kunustoria Area) in refusing/ denying the arrear wages in respect of Sunday and Holidays to Shri Dinabandhu Adhikari, Foreman Incharge, UM No. 444403, of Kunustoria Colliery on his reversion from Executive Cadre vide order dated 18/10/2013, is just and legal? If not, to what relief Shri Dinbandhu Adhikari is entitled to? ”

1. On receiving Order **No. L-22012/33/2022-IR(CM-II)** dated 22.04.2022 from the Government of India, Ministry of Labour, New Delhi for adjudication of the dispute, a Reference case was registered on 04.05.2022 / 01.07.2022 and an order was passed for issuing notice to the parties through registered post, directing them to appear and submit their written statements along with relevant documents in support of their claims.

2. Mr. Chandi Banerjee, General Secretary, Colliery Mazdoor Union (INTUC) filed written statement on behalf of the workman on 22.08.2022. The fact of the case, as disclosed in the written statement of the union is that Dinabandhu Adhikari, Ex-Foreman In-charge of Kunustoria Colliery was promoted to the post of Subordinate Engineer (E&M) in the Executive Cadre E-1 in the year 2011 on the basis of Order bearing No. ECL/C-5(D)/Upgradation(E1)/E&M/EE/199 dated 03.02.2011 and was posted at Kunustoria Area of Eastern Coalfields Limited (hereinafter referred to as ECL). As the workman was suffering financial loss due to his upgradation and received less Basic pay than what he was receiving as non-executive in the post of Foreman In-charge, he applied for his reversion. The management agreed to revert Dinabandhu Adhikari to the post of Foreman In-charge by passing Order bearing No. ECL/C-5(D)/Order/Revert Back/E&M/EE/2499 dated 18.10.2013 and he joined as a Foreman In-charge on 01.11.2013. In the said Order it was clearly mentioned that upon reversion of Subordinate Engineers (Mining) to non-executive cadre they would be treated as if they had not been upgraded and pay fixation would be done as per rules applicable to non-executives, including benefits under National Coal Wage Agreement – IX (hereinafter referred to as NCWA-IX) and would be allowed the benefit of increments. It is claimed that Dinabandhu Adhikari is entitled to get difference of wages, wages for Sundays and holidays as if he was a non-executive. In support of his claim the union cited the case of Mr. Apurba Kumar Roy and Mr. Ushapati Samanta to whom the management had paid the difference of wages and other consequential benefits on their reversion from executive cadre to non-executive cadre. It is the grievance of the union that the management of ECL has not paid the difference of wages, Dearness Allowance, wages for Sundays and holidays and prayed for passing necessary order.

3. Management of ECL contested the case by filing written statement on 13.01.2023. According to the management Dinabandhu Adhikari, Ex-Foreman In-charge of Kunustoria Colliery bearing U.M. No. 444403 was promoted to the post of Subordinate Engineer (E&M) in the Executive Cadre E-1 and

transferred to Kajora Area on 12.02.2011. During the period he was posted as Subordinate Engineer, he availed all the facilities of Executive Cadre and later on his reversion to Non-Executive Cadre on 18.10.2013 he joined the Non-Executive Cadre on 01.11.2013. After reversion, his pay was fixed under NCWA-IX and benefits of all increments and minimum grants were allowed as per norms. Management asserted that during the period he worked as an executive, he drew salary for thirty (30) days in place of twenty-six (26) days, payable to a non-executive. He also availed leave facilities of the Executive Cadre which is different for the Non-Executive Cadre. Management further asserted that the Industrial Dispute is a stale one as it has been raised at a belated stage after the workman has superannuated. It is urged that the action of the management is totally justified and the claim of Dinabandhu Adhikari as disclosed in written statement by the union is not maintainable and the Industrial Dispute is liable to be dismissed.

4. The dispute referred before this Tribunal for adjudication is whether the refusal of the management of Kunustoria Colliery under Kunustoria Area to pay arrears of wages in respect of Sundys and holidays to Dinabandhu Adhikari is just and proper. If not, what relief the workman is entitled to.

5. In course of his evidence, Dinabandhu Adhikari as Workman Witness No. 1 has filed an affidavit-in-chief, reiterating the case in his pleading. During his evidence the witness deposed that he was promoted to the post of Subordinate Engineer (E&M) in the Executive Cadre E-1 in the February, 2011 and he joined at Kajora Area on 12.02.2011. thereafter he was transferred to Kunustoria Area. Subsequently, he prayed for reversion to the post of Foreman In-charge, as his pay was reduced by nearly Rs.20,000/- per month as a Subordinate Engineer. Management reverted him to the post of Foreman In-charge and he joined at Kunustoria Colliery on 01.11.2013. In course of evidence the witness filed the following documents :

- (i) Copy of the Office Order dated 03.02.2011 by which Dinabandhu Adhikari was upgraded to the Executive Cadre E-1, is produced as Exhibit W-1.
- (ii) Copy of the Joining report of Dinabandhu Adhikari dated 01.03.2012 as a Subordinate Engineer at Kunustoria Colliery, as Exhibit W-2.
- (iii) Copy of Office Order dated 01.11.2023 by which Dinabandhu Adhikari assumed charge of Foreman In-charge in the Non-Executive Cadre at Kunustoria Colliery, as Exhibit W-3.
- (iv) Copy of the Office Order dated 18.10.2013 by which the enlisted Executives were reverted to Non-Executive Cadre, as Exhibit W-4.
- (v) Copy of the Office Order dated 16.02.2011 issued by Manager (P&A), Kajora Area, reflecting date of joining of Dinabandhu Adhikari on 12.02.2011, as Subordinate Engineer (E&M) at Khas Kajora Colliery is produced as Exhibit W-5.
- (vi) Copy of Pay slip for the month of January 2011 showing Basic pay as a Foreman In-charge, as Exhibit W-6.
- (vii) Copy of Pay slip for the month of November 2013 showing Basic pay and basic as a Foreman In-charge, as Exhibit W-7.
- (viii) Copy of the Pay slip for the month of April 2011, showing Basic pay as a Subordinate Engineer, as Exhibit W-8.

6. In course of cross-examination the witness deposed that as an executive his working days were thirty (30) in a month and on reversion his working days were reduced to twenty-six (26) in a month. It is further deposed that if a workman attends duty for five days in a week, he is entitled to remuneration for a Sunday provided he must ensure his physical attendance on that day and who does not perform duty on Sunday, is not entitled to any remuneration or pay. The witness denied the suggestion that he is not entitled to get difference of Basic pay, Dearness allowance, Pay for Sundays and holidays along with Quarterly bonus and Puja bonus on reversion. Witness also denied the suggestion that management has paid all his legal dues for the period he was posted as a Subordinate Engineer, after his reversion.

7. Management examined Ms. Harshna Lal, Assistant Manager (Personnel), Kunustoria Colliery as Management Witness No. 1. The witness filed her affidavit-in-chief wherein she reiterated the facts of the case disclosed in the written statement of the management. In course of her evidence-in-chief the witness deposed that the workman has already superannuated from the service of the company. Dinabandhu Adhikari was promoted to the post of Subordinate Engineer in the year 2011 and reverted back to his earlier post of Forman In-charge in the year 2013. The management of the company admitted that upon reversion the workman was entitled to the pay as if he was not promoted to the executive cadre. He claimed arrear of wage and wages for Sunday and holidays for the period from February 2011 to October 2013, when he served as a Subordinate Engineer in the Executive Cadre E-1. Witness admitted that workman has not been paid any arrear of wages for the said period. In course of evidence the witness produced the following documents :

- (i) Copy of the Calculation Sheet regarding difference of gross amount recoverable from the workman after his reversion from Executive Cadre to Non-Executive Cadre is produced as Exhibit M-1.
- (ii) Copy of the Order dated 06/12.09.2013 on the basis of which the workman was reverted to the post of Foreman In-charge, as Exhibit M-2.
- (iii) Copy of the Order dated 05.09.2013 issued by the General Manager (P), clarifying that upon reversion they would be treated as if they have not been upgraded and pay fixation would be done as applicable to non-executives as per rules with benefits relating to NCWA-IX as Exhibit M-3.
- (iv) Copy of the Calculation Sheet showing the amount to be paid as Non-Executive Pay scale in A1 category, as Exhibit M-4.
- (v) Copy of Calculation Sheet showing payment made in Executive Grade (E-1), as Exhibit M-5.

8. In cross-examination the management witness deposed that Calculation Sheet (Exhibit M-1) shows that the workman has received higher pay in the Executive Cadre than as in the Non-Executive Cadre and do not know the reason why the workman opted for reversion. The witness denied the suggestion that concerned workman is entitled to get Rs.1,50,000/- as difference of wages for the period he served in the Executive Cadre i.e., from 12.02.2011 to 01.11.2013.

9. Mr. Chandi Banerjee, union representative, advancing his argument on behalf of the workman referred to the Office Order passed by the Senior Manager (Personnel/EE) on 18.10.2013 (Exhibit W-4)

regarding exercise of irrevocable option by the interested Subordinate Engineer (E&M) for their reversion to the post in the non-executive cadre and submitted that in the Office Order the management has clearly mentioned that upon reversion of Subordinate Engineers to Non-Executive grade, they are to be treated as if they have not been upgraded and pay fixation would be done by associated finance as per rule applicable to Non-Executive including benefits relating to NCWA-IX due increments. The union representative submitted that the workman is entitled to payment of Basic pay along with Dearness Allowance during the period he was posted in the Executive Cadre E-1, from 12.02.2011 to 31.10.2013 as per rules with benefits admissible under NCWA-IX. Mr. Chandi Banerjee further argued that the workman is entitled to payment of wages during Sundays and holidays along with quarterly bonus and annual puja bonus. Mr. Banerjee submitted that till date and the management has failed to produce any evidence to show that PRP has been paid to the

10. Mr. P. K. Das, learned advocate for the management of ECL argued that workman has received higher pay in the post of Executive Cadre than as in the Non-Executive Cadre. It is submitted that an employee in the Executive Cadre is entitled to receive payment for thirty (30) days whereas employee in the Non-Executive Cadre is entitled to payment of wages for only twenty-six (26) days a month, unless he is assigned any specific duty during Sundays / holidays. Learned advocate for the management argued that the workman is not entitled to any payment of difference of Basic wages, wages for Sundays and holidays and other consequential benefits. It is argued that as per Calculation sheet (Exhibit M-1) produced by Ms. Harshna Lal, Management Witness No. 1, the retired workman is liable to refund Rs.1,02,045.81/- for having received excess payment during his posting as an executive.

11. I have considered the arguments advanced on behalf of the management and union, pleadings of parties and evidence adduced. It has been admitted by the management that Dinabandhu Adhikari, U.M. No. 444403, was an employee of ECL. He posted at Kunustoria Area and was promoted to the post of Subordinate Engineer (E&M) from the post of Foreman In-charge by Order dated 03.02.2011 (Exhibit W-1) and joined his promotional post on 12.02.2011, as reflected in Order dated 16.02.2011 (Exhibit W-5). Subsequently, on the basis of irrevocable undertaking he was reverted to the post of Foreman In-charge by order dated 18.10.2013 and he joined the post on 01.11.2013 (Exhibit W-3). The order of reversion dated 18.10.2013 (Exhibit W-4) clearly lays down that upon reversion from Executive Cadre E-1 to non-executive cadre they will be treated as if they have not been upgraded and pay fixation would be done by associated finance as per rule applicable for non-executive including benefits like annual increment under NCWA-IX. The service of the concerned employee in the post of Forman In-charge has continued as if he was never been upgraded to the post of executive and he would be entitled to the benefits of difference of arrears of Basic pay and Dearness allowance between Foreman in-charge and Subordinate Engineer as per NCWA-IX, including quarterly and annual increments during the period from 12.02.2011 to 31.10.2013.

12. It may be gathered from the cross-examination of Dinabandhu Adhikari that during his posting as Subordinate Engineer, the number of his working days was thirty (30) and upon reversion to the post of Foreman in-charge the working days were reduced to twenty-six (26) days a month. He accepted the fact that a workman is entitled to remuneration for five (5) days a week in the Non-Executive Cadre and to pay for Sundays and holidays only if he physically attended work on those days. Under such circumstances there is no qualm that an employee in the Non-Executive Cadre is entitled to his Basic pay and Dearness

allowance only for twenty-six days a month on the other hand his claim in his written statement seeking payment of wages for Sundays and holidays during the said period of two years is not tenable.

13. The management of ECL in their written statement contended that Dinabandhu Adhikari is not entitled to the benefit of both Executive and Non-Executive Cadres and the management is totally justified in not paying arrears of wages to the concern employee and he is not entitled to get any relief. In course of evidence management witness has produced a Calculation sheet (Exhibit M-1) signed by the Dy. Manager (Fin), Kunustoria Colliery and the Asst. Manager (HR), Kunustoria Colliery. The witness deposed that according to the Calculation sheet (Exhibit M-1) difference of gross pay after reversion is recoverable from the workman. On a perusal of the Calculation sheet, it appears that an amount of Rs.1,02,045.81/- is the difference of pay which the workman has received in excess as an executive. In course of cross-examination the management witness admitted that the management has included amounts towards leave encashment paid to the workman in August 2013 due to which the gross amount paid in the Executive Cadre has been shown as Rs.1,51,262.75/-. In a similar manner the column showing the payment as an executive also includes leave encashment paid in the month of August 2011 which is Rs.85,122,63/-. A suggestion was put to the management witness that the Calculation sheet produced is without any basis. On a close scrutiny of the Calculation sheet, I find that it is totally flawed and does not specify separate heads of payment in the Executive and Non-Executive Cadres. In order to give a proper effect to the clarification that upon reversion from Executive to Non-Executive Cadre the workman would be treated as if they have not been upgraded, it would be incumbent upon the management of ECL to assess the difference of Basic pay and Dearness allowance between the pay received in the Executive Cadre and the pay to which the workman is entitled as non-executive, only in respect of twenty-six (26) working days. While assessing such difference of pay the management cannot take into consideration the payment made to the workman, as an executive for thirty (30) days a month as his pay for twenty-six (26) days as non-executive has to be taken into consideration. It is also to be noted that the leave encashment are separate entities which is not a component of regular pay and cannot be taken into consideration at the time of assessing the difference of Basic pay and Dearness allowance for twenty-six (26) days each month. Furthermore, the management cannot take into consideration other allowance paid to the workman as an executive to calculate the gross payment of wages made to him while he was posted as an executive. There is no averment in the written statement that management has paid any PRP to the workman during the period of his deployment in the Executive Cadre. Therefore, the concerned workman on his reversion is also entitled to his Quarterly and Annual bonus during the period from 12.02.2011 to 31.10.2013.

14. The dispute for non-payment of difference of wages relates back to the year 2013. The management of ECL has already expended more than twelve (12) years without settling the legitimate dues of the workman. Under such facts and circumstances management is directed to make assessment of such dues in the light of my observation and make payment of arrears of difference of Basic pay and Dearness allowance along with Quarterly and Annual bonus within two (2) months from the date of communication of the Award.

Hence,

ORDERED

That the Industrial Dispute is allowed on contest against the management of Kunustoria Colliery under Kunustoria Area of Eastern Coalfields Limited. The management of Eastern Coalfields Limited is directed to pay the difference of Basic pay and Dearness allowance to the workman as Forman in-charge and such payments made as Subordinate Engineer for the period from 12.02.2011 to 31.10.2013 in respect of twenty-six (26) days each month. The management is further directed to pay the Quarterly bonus and Annual puja bonus for the said period. Payments are required to be made to the workman within two (2) months from the date of commination of the Award. Let an award be drawn up in light of my above findings. Let copies of the Award in duplicate be sent to the Ministry of Labour, Government of India, New Delhi for information and Notification.

ANANDA KUMAR MUKHERJEE, Presiding Officer

नई दिल्ली, 10 जुलाई, 2026

का.आ. 1479.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार ई सी एल के प्रबंधतंत्र के संबद्ध नियोजको और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में **केन्द्रीय सरकार औद्योगिक अधिकरण-सह-श्रम न्यायालय, आसनसोल** के पंचाट (**संदर्भ संख्या 30/2023**) को प्रकाशित करती है,

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

जयदीप यादव, उप निदेशक

New Delhi, the 10th July, 2026

S.O. 1479.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (**Reference. 30/2023**) of the **Central Government Industrial Tribunal-cum-Labour Court, Asansol** as shown in the Annexure, in the industrial dispute between the Management of ECL and their workmen,

[No. L-22013/01/2026—IR (CM-II)]

JAIDEEP YADAV, Dy. Director

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

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

REFERENCE CASE NO. 30 OF 2023

PARTIES: Tarun Kumar Ghosal

Vs.

Management of Shyamsundarpur Colliery, ECL.

REPRESENTATIVES:

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

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

INDUSTRY: Coal
STATE: West Bengal.
Dated: 22.05.2026.

AWARD

In exercise of powers conferred under sub-Section (5) of Section 12 read with sub-Section (2A) of Section 10 of the Industrial Disputes Act, 1947 (14 of 1947), the Ministry of Labour, Government of India through the Office of the Deputy Chief Labour Commissioner (Central), Asansol, vide its Order No. **1(11)/2023/E** dated 23.05.2023 has been pleased to refer the following dispute between the employer, that is the Management of Shyamsundarpur Colliery under Bankola Area of Eastern Coalfields Limited and their workman for adjudication by this Tribunal.

SCHEDULE

“ Whether the action of the management of Shyamsundarpur Colliery, Bankola Area, M/s ECL did not pay the amount of differential arrear of wages of Basic and D.A along with other consequential benefits such as Sunday, Holidays etc. to Shri Tarun Kumar Ghosal is justified or not? If not, what relief the workman is entitled to? ”

1. On receiving Order No. **1(11)/2023/E** dated 23.05.2023 from the Office of the Deputy Chief Labour Commissioner (Central), Asansol, Ministry of Labour, Government of India, for adjudication of the dispute a Reference case was registered on 30.05.2023 and an order was passed for issuing notice to the parties through registered post, directing them to appear and submit their written statements along with relevant documents in support of their claims.

2. Mr. Chandi Banerjee, General Secretary, Colliery Mazdoor Union (INTUC) filed written statement on behalf of the workman on 12.07.2023. The fact of the case as disclosed in the written statement of the union is that Tarun Kumar Ghosal, Ex-Senior Overman of Shyamsundarpur Colliery was promoted to the post of Subordinate Engineer (Mining) in the Executive Cadre E-1 in the year 2011 on the basis of Order bearing No. ECL/C-5(D)/Upgradation(E1)/Mining/EE/205 dated 04.02.2011 and joined at Bankola Area of Eastern Coalfields Limited (hereinafter referred to as ECL) on 16.03.2011. As the workman was suffering financial loss due to his upgradation and received less Basic pay than what he was receiving as a non-executive, in the post of Senior Overman, he applied for his reversion. The management agreed to revert Tarun Kumar Ghosal to the post of Senior Overman by passing Order bearing No. ECL/C-5(D)/Order/Revert Back/E&M/EE/2499 dated 18.10.2013 and he joined as a Senior Overman on 01.11.2013. In the said Order it was clearly mentioned that upon reversion of Subordinate Engineers (Mining) to non-executive cadre they would be treated as if they have not been upgraded and pay fixation would be done as per rules applicable to non-executives and benefits under National Coal Wage Agreement – IX (hereinafter referred to as NCWA-IX) would be allowed along with increments. It is claimed that Tarun Kumar Ghosal is entitled to get difference of wages between non-executive and executive grade employees, wages for Sundays and holidays and bonus. In support of the claim the union cited the cases of Mr. Apurba Kumar Roy and Mr. Ushapati Samanta to whom the management has paid the difference of wages and other consequential benefits on their reversion from executive cadre to non-executive cadre. It is the grievance of the union that the management of ECL has not paid the difference of wages, wages for Sundays and holidays and prayed for passing necessary order.

3. Management of ECL contested the case by filing written statement on the same date i.e., 12.07.2023. According to the management Tarun Kumar Ghosal, Ex-Senior Overman of Shyamsundarpur Colliery bearing U.M. No. 550723 was upgraded to the post of Subordinate Engineer (Mining) in the Executive Cadre E-1 from the post of Senior Overman vide Order bearing No. ECL/C-5(D)/Upgradation(E1)/Mining/EE/205 dated 04.02.2011, issued by the Deputy General Manager (EE). After accepting the terms and conditions of employment Tarun Kumar Ghosal was upgraded to the post of Executive Cadre E-1. He assumed the charge of a Subordinate Engineer (Mining) on 16.03.2011 and his Pay was fixed by the Senior Accounts Officer, ECL. During his posting as Subordinate Engineer (Mining) from 16.03.2011 to 28.10.2013 Tarun Kumar Ghosal withdrawn his salary as Executive Cadre E-1. Subsequently, a prayer was made by the employee for reverting him to his previous post of Senior Overman. Management agreed and reverted him to his earlier post on condition that on reversion he will be governed by rules and regulations as applicable to a non-executive employee and his pay in non-executive grade would be fixed as per rules applicable to the non-executive employees prior to upgradation. The management asserted that the claim of Tarun Kumar Ghosal as asserted by the union is not maintainable and the Industrial Dispute is liable to be dismissed.

4. The dispute referred to this Tribunal for adjudication is whether the management of Shyamsundarpur Colliery has paid the arrears of difference of wages, Dearness Allowance, wages for Sundys and holidays and other consequential benefits to Tarun Kumar Ghosal and what relief the workman is entitled to, if any.

5. During evidence, Tarun Kumar Ghosal has been examined as Workman Witness No. 1. He filed the following documents :

- (i) Copy of the Office Order dated 04.02.2011 by which Tarun Kumar Ghosal was upgraded to Executive Cadre E-1 is produced as Exhibit W-1.
- (ii) Copy of the Office Order dated 21.10.2013 by which Tarun Kumar Ghosal was reverted to non-executive cadre, as Exhibit W-2.
- (iii) Copy of Order dated 03.05.2011 for fixation of pay as Subordinate Engineer (Mining) after promotion, as Exhibit W-3.
- (iv) Copy of Last Pay Certificate of Tarun Kumar Ghosal as Sr. Overman, as Exhibit W-4.
- (v) Copies of two Pay slips of Tarun Kumar Ghosal for the months of November, 2013 and December, 2013 after reversion to the post of Sr. Overman, as Exhibits W-5 and W-6 respectively.
- (vi) Copy of Office Order dated 18/20.11.2013 issued by the Agent, Shyamsundarpur Colliery, as Exhibit W-7.

In course of his evidence the witness deposed that his Basic pay was fixed at Rs.25,870.96/- w.e.f. 16.03.2011 on his promotion to the higher post. It also transpires from his testimony that on his reversion to the post of Senior Overman his Basic pay was fixed at Rs.43,766.66/-. Witness deposed that if management paid any arrears the same may be adjusted from the amount payable to him.

6. In course of cross-examination the witness denied that he is not entitled to arrears of difference of wages on being reverted to the post of Senior Overman.

7. Management examined Md. Abdul Rouf, Assistant Manager (HR), Shyamsundarpur Colliery as Management Witness No. 1. In his affidavit-in-chief MW-1 stated that after posting as Subordinate Engineer (Mining), Tarun Kumar Ghosal continued his duty in Executive Cadre E-1 from 16.03.11 to 28.10.13. The

aggrieved workman thereafter applied for his reversion to the earlier post and the management passed necessary order for his reversion. The witness deposed that the management agreed to fix the pay on reversion as per rules and regulations applicable to the non-executive employees. Management claim through the witness that there is no question of payment of difference of wages and the action of the management in not paying difference of wages is justified. In his evidence-in-chief the management witness filed a Calculation Sheet and stated that the concerned workman has received Rs.17,353.95/- more during his posting as a Subordinate Engineer (Mining) than what he would receive during his posting as a Senior Overman. Witness admitted that no separate payment was made to Tarun Kumar Ghosal after his reversion to the post of Senior Overman and deposed that the concerned workman is not entitled to any extra payment on account of his reversion for the period from 2011 to 2013. Management witness produced the following documents :

- (i) Copy of the Authorization letter from the Agent, Shyamsundarpur Colliery for adducing evidence is produced as Exhibit M-1.
- (ii) Copy of the Calculation Sheet, as Exhibit M-2.

8. In cross-examination the management witness deposed that in the Calculation Sheet payments shown under Executive Column head are the actual payments made to the workman during the two (2) years and it also depicts that the amount which the workman was entitled to as a non-executive under various heads. The witness denied that the management did not pay the Performance Related Payment (hereinafter referred to as PRP) while the workman was serving as executive. No document has been produced by the management in support of their claim that PRP was paid to the workman from March, 2011 to October, 2013. In the cross-examination dated 16.03.2026 the management witness deposed that the concerned workman is entitled to get difference of Basic pay, Dearness Allowance, Underground Allowance as well as quarterly bonus and annual puja bonus for the period he was in the post of Subordinate Engineer (Mining) in Executive Cadre E-1.

9. Mr. Chandi Banerjee, advancing his argument on behalf of the workman referred to the order passed by the management on 18.10.2013 and 21.10.2013 regarding exercise of irrevocable option by the interested Subordinate Engineer (Mining) for their reversion to the post in the non-executive cadre. It is submitted that in the later Office Order dated 18/20.11.2013 the management has clarified that *“Upon reversion of SOE to Non-Executive grade will be treated as if they have not been upgraded and pay fixation will be done by associated finance as per rule applicable for Non-Executive including benefits relating to NCWA-IX considering due increments”*. It is asserted that Office Order dated 21.10.2013 (Exhibit W-2) provided that upon reversion of Subordinate Engineer (Mining) to non-executive, would be treated as if they have not been upgraded. Mr. Banerjee argued that upon reversion Basic pay of the workman was fixed at Rs.43,766.66/- (Exhibit W-5 / W-6) which is much higher than the Basic pay Rs.25,870.96/- in the Executive Cadre E-1 (Exhibit W-3). The union representative submitted that the workman is entitled to difference of payment of Basic pay along with Dearness Allowance for the period he was posted in the Executive Cadre E-1 from 16.03.2011 to 31.10.2013 as per rules with benefits admissible under NCWA-IX. It is further submitted that the workman is entitled to payment of wages for

Sundays and holidays and further entitled to quarterly bonus and annual puja bonus. Referring to admission of Management Witness No. 1 in his cross-examination, it is argued that the concerned workman though entitled to get difference of wages, Dearness Allowance, quarterly bonus and annual puja bonus, no payment has been paid till date and the management has failed to adduce any evidence to show that PRP has been made to the workman.

10. Mr. P. K. Goswami, learned advocate for ECL admitted the fact that the management of ECL has not paid any difference of wages, Dearness Allowance, Underground Allowance, quarterly bonus and annual puja bonus to the aggrieved workman. It is argued that a workman is entitled to receive payment for only twenty-six (26) days a month, unless he is assigned any duty during holidays. Learned advocate for the management argued that the workman is not entitled to any payment for Sundays and holidays.

11. I have considered the arguments advanced on behalf of the management of ECL and the union, pleadings of parties and evidence adduced. It is admitted by management that Tarun Kumar Ghosal, U.M. No. 550723, was an employee of ECL at Bankola Area and he was promoted to the post of Subordinate Engineer (Mining) from the post of Senior Overman. The concerned employee joined his promotional post on 16.03.2011 and on his own seeking was reverted to the post of Senior Overman on 01.11.2013. the order of reversion (Exhibit W-2) clearly lays down that upon reversion from Executive Cadre E-1 to non-executive cadre they would be treated as if they were not upgraded and pay fixation would be done by Associated Finance as per rule applicable to non-executive, including benefits relating to NCWA-IX considering due increments. It is sufficiently clear that the service of the concerned employee in the post of Senior Overman continued as if he was never been upgraded to the post of executive and the workman is entitled to receive the benefits of his increments and pay as per provisions of NCWA-IX. From the Pay slips for the months November, 2013 and December, 2013 (Exhibit W-5 and W-6) it would appear that the Basic Pay of the workman was fixed at Rs.43,766.66/- which is higher than the Basic pay of Rs.25,870.96/-, which the workman received on his upgradation from 16.03.2011. Therefore, it is a clear admission on the part of the management that after reversion, neither difference of wages nor consequential benefits was paid to the workman. Therefore, I find that Tarun Kumar Ghosal, the aggrieved workman is entitled to get difference of Basic Pay and Dearness Allowance for the period from 16.03.2011 to 31.10.2013, as if he was in the post of Senior Overman in the non-executive cadre.

12. The evidence reveals that no PRP has been paid to the employee on his reversion. In the Calculation Sheet (Exhibit M-2) I find that the Basic pay of the workman in the non-executive cadre has been fixed as Rs.42,066.01/- and the Basic pay which he has received in the Executive Cadre E-1 for the same month was Rs.26,647.08/-. It is therefore, clear that there had been revision of pay for the non-executive employees from July, 2011 and the aggrieved workman has not received the difference of payment. It should be borne in mind that the Industrial Dispute has been raised for non-payment of Basic pay and Dearness Allowance for the aforesaid two (2) years, while the workman was employed in the Executive Cadre E-1. The question of payment of different allowances and perks does not arise as the concerned workman has received payments for Sundays and holidays while he served as an executive but he is not entitled to any additional payments for Sundays and holidays as a non-executive. A non-executive employee is generally employed on twenty-six (26) days a month. It is not mandatory that workmen in the non-executive cadre would be deployed on all Sundays and holidays unless a requisition is made. Therefore, they are not entitled to any payment for Sundays and holidays. In the instant case the workman has not been paid any quarterly bonus and annual puja bonus during his posting in the Executive Cadre E-1 for the period from 16.03.2011 to 31.10.2013. I therefore, find and hold that the management of

Shyamsundarpur Colliery under Bankola Area of ECL has acted in an illegal and arbitrary manner by withholding the legitimate dues of difference of Basic pay and Dearness Allowance as well as Underground Allowance, quarterly bonus and annual puja bonus. Therefore, Tarun Kumar Ghosal, U.M. No. 550723, who was reverted to the post of Senior Overman at Shyamsundarpur Colliery under Bankola Area and already superannuated from service is entitled to payment of arrears of difference of Basic pay and Dearness Allowance from the management of ECL for the period from 16.03.2011 to 31.10.2013 while he was posted as Subordinate Engineer (Mining) in the Executive Cadre E-1. He is further entitled to Underground Allowance for the said period along with quarterly bonus and annual puja bonus for the period. The management of Bankola Area, ECL is directed to assess the dues payable to Tarun Kumar Ghosal within two (2) months from the date of communication of the Award and disburse the same without any delay.

Hence,

ORDERED

That the Industrial Dispute is allowed on contest against the management of Shyamsundarpur Colliery under Bankola Area of Eastern Coalfields Limited. Tarun Kumar Ghosal, the aggrieved workman, U.M. No. 550723, who is superannuated from the service of Eastern Coalfields Limited as a Senior Overman in the Non-Executive Cadre is entitled to arrears of difference of Basic pay, Dearness Allowance between the Executive Cadre E-1 and Non-Executive Cadre for the period from 16.03.2011 to 31.10.2013. He shall further be entitled to Underground Allowance, Quarterly Bonus and Annual Puja Bonus for the said period. The management of Eastern Coalfields Limited is directed to assess and disburse the amount payable to the aggrieved workman within two (2) months from the date of communication of the Award. Let an award be drawn up in light of my above findings. Let copies of the Award in duplicate be sent to the Ministry of Labour and Employment, Government of India, New Delhi for information and Notification.

ANANDA KUMAR MUKHERJEE, Presiding Officer

नई दिल्ली, 13 जुलाई, 2026

का.आ. 1480.—औद्योगिक विवाद अधिनियम (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार इलेक्ट्रॉनिक्स रीजनल टेस्ट लेबोरेटरी (पूर्व) के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारी के बीच औद्योगिक विवाद अनुबंध में निर्दिष्ट केन्द्रीय सरकार औद्योगिक अधिकरण-सह-श्रम न्यायालय, कोलकाता, पंचाट(संदर्भ संख्या. 03/2010) को जैसा कि अनुलग्नक में दिखाया गया है।

[सं. एल-42012/2/2009-आईआर (डीयू)]

सलोनी, उप निदेशक

New Delhi, the 13th July, 2026

S.O. 1480.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. **03 OF 2010**) of the **Central Government Industrial Tribunal cum Labour Court, Kolkata**, as shown in the Annexure, in the Industrial dispute between the employers in relation to **Electronics Regional Test Laboratory (East)** and **their workmen**.

[No. L-42012/2/2009-IR(DU)]

SALONI, Dy. Director

ANNEXURE**CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL AT KOLKATA****Present: Justice K. D. Bhutia, Presiding Officer.****REF. NO. 03 OF 2010****Parties: Employers in relation to the management of****Electronics Regional Test Laboratory (East)****AND****Their Workmen****Appearance:**

On behalf of the Management	: Mr. Bikramjit Bhattacharya, Ld. Advocate.
On behalf of the Workmen	: Mr. Goutam Debnath, Ld. Advocate.

Dated: 1st February, 2024**AWARD**

By order no. Order No. L-42012/2/2009- IR(DU) dated 08-04-2009 Central Government, Ministry of Labour in exercise of the power conferred under section 10(1)(d) and (2A) of the Industrial Dispute Act, 1947 has referred the following dispute to this Tribunal for adjudication.

“Whether the contract between the management of Electronics Regional Test Laboratory (East), Kolkata and M/s. Dikarton with regard to employment of Shri Bidyut Kumar Biswas and seven others, as per Annexure, is sham and bogus? If so, whether the action of the management in terminating the services of the above workmen w.e.f. 24/11/2000 is legal and justified? If not, what relief the workmen are entitled to?”

The facts giving rise to the present reference in gist are that Electronics Regional Test Laboratory (East), Kolkata, a Central Government establishment, for the purpose of safety and security of its establishment had floated a tender for engagement of security guards. One M/s. Dikarton, being the lowest bidder was granted a contract for supply of security guards. However, during the continuance of the contract M/s. Dikarton through a letter informed the authorities of Electronics Regional Test Laboratory (East), Kolkata, its inability to continue with the contract in the month of August, 2000. Accordingly, the authority of the principal employer allowed the contractor to provide security guards till the end of month of September, 2000.

However, it is the case of the workmen that they have been discharging the duty of security guards in the establishment of the principal employer for more than ten years through M/s. Dikarton. That without their knowledge the contract between the principal employer and the contractor was revoked in the month of October, 1999. That after the contract of M/s. Dikarton was expired, the principal employer retained the concerned eight security guards till 29-11-2000 and paid their wages, but suddenly without any notice their service was terminated. That they were neither paid any termination compensation nor monetary benefits by the employers at the time of their termination. Hence the case.

Record shows the contractor M/s. Dikarton has not been impleaded as a party to the reference and as such no notice was served upon it. However, the reference has been contested by the principal employer

Electronics Regional Test Laboratory (East), Kolkatak, by filing written statement and where it has categorically alleged that those eight workmen were never engaged by it. Those eight security guards were employed by its contactor/service provider M/s. Dikarton, a security agency. It had executed a contract with M/s. Dikarton for supply of security guards on the contracted amount which was increased from time to time according to price index under the authority of Labour Commissioner, Govt. of West Bengal.

That it was compelled to pay wages to those eight security guards for the months of October, 2000 and till 29th November, 2000 as per the direction and order of the Hon'ble High Court. That during the continuance of the contractual period M/s. Dikarton made a prayer for withdrawal of its contract on the circumstances beyond its control and which the principal employer acceded to and permitted M/s. Dikarton to provide security guards till the month of September, 2000. That at present the establishment gets the services of the security guards from Government Electronic Market (GEM) Portal.

It has further alleged that those concerned workmen moved the Hon'ble High Court on withdrawal of contract by M/s. Dikarton by filing writ petition being No. 16698 (W) of 2000. The Hon'ble High Court was pleased to grant interim order to maintain status quo in respect of services of those security guards by passing an order dated 24-09-2000 and such order was vacated by the Hon'ble High Court on 20-11-2000 with the observation that M/s. Dikarton cannot be directed to retain those workmen in the service. Ultimately, the writ petition was disposed of in the month of January, 2002 with a direction to the principal employer to pay salary and wages to those eight workmen for the period from 29th September, 2000 till 24th November, 2000 with the liberty to recover the same, if it has already paid to the concerned contractor for making payment to its employees.

Further, it has been alleged that there was another reference case No. 8 of 2015 concerning the regularisation of the services of those eight workmen in the establishment of the principal employer and such reference was disposed of with no dispute award on 10-03-2008. Thus, it has alleged since there exist no relationship of employer and employee between it and those eight workmen and the question of termination of those eight workmen from service does not arise. Therefore, it has prayed for dismissal of the reference.

Record shows, Sri Bidyut Kumar Biswas, one of the workmen had filed evidence in chief on affidavit but who has failed to appear before the witness box to tender his such affidavit and face the cross examination. Therefore, his evidence in chief on affidavit dated 02-05-2014 stands expunged. However, Sri Abdul Kerani Mondal, another workman has examined himself as WW No.1 and had filed Attendance Register in three pages, Office Memorandum dated 26-06-2001, copy of letters dated 01-08-2000, 20-08-2000, 27-09-2000 and job specification for security services in the principal employer's organisation and which have been marked as Exhibit-1, 2, 3, 4, 4/A and 5.

On the other hand, the authorities of Electronics Regional Test Laboratory (East), Kolkata has examined Sri Arunava Naha Roy, Administrative officer as M.W. No.1. That he has produced his letter of authority, copy of letter dated 19-12-1989 accepting the quotation of M/s. Dikarton, copy of Dikarton's letter dated 20-08-2000, copy of department's letter dated 25-09-2000 which has been marked as Exhibit M-1, M-2, M-3 and M-4.

W.W. No.1, Abdul Kerani Mondal during his cross examination has admitted that he and other seven workmen were employed by M/s. Dikarton as security agency and they were deputed to do their duty at Electronics Regional Test Laboratory (East), Kolkata. They were employed by M/s. Dikarton and had their contract with M/s. Dikarton. Those eight workmen had no relationship with principal employer but

Deputy Director, Site Manager and Site Supervisor used to take their attendance. However, he has stated that even after the expiry of the contract between M/s. Dikarton and Electronics Regional Test Laboratory (East), Kolkata they continued to work for principal employer. He has also admitted that they moved Hon'ble High Court when they found after terminating their services by M/s. Dikarton, M/s. Dikarton continued its business with principal employer. He has further stated that he has no knowledge whether the principal employer accepted midterm withdrawal of the contract by M/s. Dikarton or not or about any reference case no.08/2005 filed by them for their absorption in the establishment of principal employer and about no dispute award.

On the other hand M.W. no.1 in his evidence categorically stated that those eight security guards were employed by its contractor M/s. Dikarton whose bid was accepted being the lowest. He has stated that when M/s. Dikarton withdrew the contract during the subsistence of the contract. He has further stated that the establishment still has six security guards and which are provided by the service provider enlisted in the GEM Portal. That they have no occasion to engage or terminate the concerned eight security guards.

Documents which have come on record prima facie shows that Electronics Regional Test Laboratory (East), Kolkata being a Central Govt. establishment had procured the services of security guards at its establishment through tender process. It accepted the tender of M/s. Dikarton being the lowest bidder. M/s. Dikarton being the security agency has provided those eight security guards in the establishment of principal employer and which has also been admitted by the W.W. No.1 in his cross examination. Thus, prima facie it is seen that eight concerned workmen were the employees of M/s. Dikarton and not the employees of Electronics Regional Test Laboratory (East), Kolkata.

From Exhibit M-3 dated 20-08-2000 it is seen that M/s. Dikarton had written to the Director of Electronics Regional Test Laboratory (East), Kolkata informing its inability to continue the contract of supply of security guards due to circumstances beyond its control beyond the month of September, 2000. It further reveals that M/s. Dikarton was rendering security services to the establishment of Electronics Regional Test Laboratory (East), Kolkata for last ten years. Exhibit-M-4 shows that Joint Director (Admn.) of Electronics Regional Test Laboratory (East), Kolkata had accepted the prayer of M/s. Dikarton for midterm termination of its contract and permitted to provide security guards till the end of September, 2000.

Copy of orders passed in the Writ Petition though not exhibited but admitted by W.W. No.1 in his cross examination about moving Hon'ble High Court in writ jurisdiction for redressal of their grievances. Such orders passed by Hon'ble High Court prima facie shows that those eight security guards moved Hon'ble High Court by filing a writ petition in the month of August, 2000. After hearing the parties the Hon'ble High Court was pleased to direct the parties to maintain status quo in respect of the writ petitioners i.e. concerned workmen's services on that day for a period till one week after puja vacation. Order dated 20-11-2000 passed by the Hon'ble High Court shows that the status quo order passed on 29th September, 2000 stands vacated and cannot direct M/s. Dikarton to keep the petitioners in service. The said writ petition no. 16998 (W) of 20000 was finally disposed of in the month of January, 2002 and from which it appears there was an order on 24th September, 2000 directing the parties to maintain status quo in respect of the petitioners' services. It was submitted on 29th September, 2000 the petitioners were in service and they remained in service till 24th November, 2000 and as such directed the Electronics Regional Test Laboratory (East), Kolkata to pay salary/wages to the petitioners for the aforesaid period only with liberty to recover the same if it has been paid to their concerned contractor on account of their salary/wages during the period.

From such orders passed by the Hon'ble High Court, it appears that eight concerned workmen were well aware of the Exhibit-M-3, letter dated 20-08-2000 of M/s. Dikarton to the Director of Electronics Regional Test Laboratory (East), Kolkata for withdrawal of its service contract and permitting it to provide security guards till 30th September, 2000. That Exhibit M-4 shows that the authority of Electronics Regional Test Laboratory (East), Kolkata had accepted the request for termination of the contract of M/s. Dikarton by issuing a letter dated 21-09-2000 and permitted them to provide security guards till 30th September 2000 and as such they had moved the Hon'ble High Court. From the orders passed by the Hon'ble High Court, it appears that services of those security guards of M/s. Dikarton were retained by Electronics Regional Test Laboratory (East), Kolkata till 24th November, 2000 and Electronics Regional Test Laboratory (East), Kolkata was directed to pay wages to those eight concerned security guards for the period from October, 2000 to 24th November, 2000. So, it is seen that Electronics Regional Test Laboratory (East), Kolkata never retained the services of those eight security guards after the termination of the contract it had with M/s. Dikarton but had to retain the services of those eight security guards till 24th November, 2000 as per the order and direction of the Hon'ble High Court and had to pay wages to them as per order of the Hon'ble High Court.

Such very facts also prove that those eight workmen were never engaged by Electronics Regional Test Laboratory (East), Kolkata after the withdrawal of contract by M/s. Dikarton, rather it was compelled to retain those eight security guards of its ex-contractor and pay them wages for the period they were retained by it in compliance of the order and direction given by the Hon'ble High Court at Calcutta.

Further, from the Annexure-7 it is seen Reference Case No. 8 of 2005 was initiated in this Tribunal by virtue of receipt of order No. L-42012/322/2003 IR (CM-II) dated 28-12-2004 from the Central Govt., Ministry of Labour vide which following dispute was referred for adjudication:-

“Whether Sri Bidyut Kumar Biswas and seven others, Security Guards in the Estt. Of Electronics Regional Test Laboratory (East),, Deptt. of Information Technology, STQC Directorate, Kolkata are entitled for regularisation of their service in the organisation? If yes, to what relief they are entitled?”

Such reference was culminated in no dispute award passed by the predecessor of this Tribunal on 10-03-2008 and from such award it is seen present eight concerned workmen had filed a petition praying for passing no dispute award and accordingly such reference case was ended in no dispute award. Such very facts also prove the concerned workmen were not directly engaged by Electronics Regional Test Laboratory (East), Kolkata.

In view of the above, the issue under reference become redundant and infructuous. Further, nothing has come on record to prove that the contract between M /s. Dikarton and Electronics Regional Test Laboratory (East), Kolkata with regard to the employment of Sri Bidyut Kumar Biswas and seven others is sham and bogus. In fact, the services of those security guards had come to an end with the termination of the contract between the principal employer and the contractor employer. Since they being employees on contract, their services cannot be deemed to be terminated by the principal employer Electronics Regional Test Laboratory (East), Kolkata on 24-11-2000 and their service cannot be deemed to be continued after the termination of the contract between their immediate employer and the principal employer. Therefore, the Reference is not maintainable and liable to be dismissed.

In view of the above the Reference Case No. 03/2010 is disposed of with dismissal award.

K. D. BHUTIA, Presiding Officer

नई दिल्ली, 13 जुलाई, 2026

का.आ. 1481.—औद्योगिक विवाद अधिनियम (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार जियोलाॉजिकल सर्वे ऑफ़ इंडिया के प्रबंधन के संबद्ध नियोजकों और श्रीमती रीना मुखर्जी के बीच औद्योगिक विवाद अनुबंध में निर्दिष्ट केन्द्रीय सरकार औद्योगिक अधिकरण-सह-श्रम न्यायालय, कोलकाता, पंचाट (संदर्भ संख्या. 05/2023) को जैसा कि अनुलग्नक में दिखाया गया है।

[सं. एल-42025/07/2026/171-आईआर (डीयू)]

सलोनी, उप निदेशक

New Delhi, the 13th July, 2026

S.O. 1481.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 05 OF 2023) of the Central Government Industrial Tribunal cum Labour Court, Kolkata, as shown in the Annexure, in the Industrial dispute between the employers in relation to Geological Survey of India and Smt. Rina Mukherjee, workman.

[No. L-42025/07/2026/171-IR(DU)]

SALONI, Dy. Director

ANNEXURE

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL AT KOLKATA

Present : Justice K. D. Bhutia, Presiding Officer.

CGIT-05 OF 2023

Smt. Rina Mukherjee

..... Applicant/Employee

Versus

Geological Survey of India

... Opp. Parties

Appearance :

On behalf of the Applicant : Mr. Debraj Mallick, Ld. Advocate.

On behalf of Opp. Party : Mr. Bikramjit Bhattacharyya, Ld. Advocate

Date: 01st February, 2024

AWARD

Both sides are represented by their respective Ld. Counsels.

Today has been fixed for hearing on the point of maintainability of the present case, but the concerned workman files a petition and prays for withdrawal of the case on the ground that instead of filing a writ petition she has filed the present case wrongly.

The petition is duly served on the other side.

Since the petitioner Smt. Rina Mukherjee does not want to pursue with the matter and wants to withdraw the case, her prayer is allowed.

CGIT-05/2023 u/s 2A of the I. D. Act, 1947 filed by Smt. Rina Mukherjee stands dismissed for non-prosecution being withdrawn. Accordingly, no dispute award is passed.

K. D. BHUTIA, Presiding Officer

नई दिल्ली, 13 जुलाई, 2026

का.आ. 1482.—औद्योगिक विवाद अधिनियम (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार, इंस्टीट्यूट ऑफ हिमालयन बायो-रिसोर्स टेक्नोलॉजी, हिमाचल प्रदेश के प्रबंधन के संबद्ध नियोजकों और श्री सतिंदर चंद, कर्मचारी के बीच अनुबंध में निर्दिष्ट केन्द्रीय सरकार औद्योगिक अधिकरण-सह-श्रम न्यायालय-II, चंडीगढ़ पंचाट (संदर्भ संख्या- 29/2014) को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है।

[सं. एल-42025/07/2026/53-आईआर (डीयू)]

सलोनी, उप निदेशक

New Delhi, the 13th July, 2026

S.O. 1482.— In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 29/2014) of the **Central Government Industrial Tribunal cum Labour Court-II, Chandigarh** as shown in the Annexure, in the Industrial dispute between the employers in relation to the **Institute of Himalayan Bioresource Technology, Himachal Pradesh** and **Sh. Satinder Chand**, workman.

[No. L-42025/07/2026/53-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. 29/2014

Registered on:-10.11.2014

Satinder Chand S/o Sh. Janak Chand, R/o VPO Bhangsar, Tehsil Palampur, District Kangra, Himachal Pradesh.

----- Workman

Versus

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

2. Rajiv Sood (Government Contractor) C/o Director Institute of Himalayan Bioresource Technology, (CSIR Complex), Palampur, District Kangra, Himachal Pradesh

----Respondents

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

AWARD : 03.03.2026

1. Workman has filed the present petition/complaint under Section 33A of the Industrial Disputes Act, 1947 (hereinafter called the Act) against his termination by respondent no.1 & 2 on 15.07.2014.
2. The case is fixed for filing evidence by way of affidavit on behalf of respondent no.2. However today, AR for workman vide his separate statement stated that he withdraws this industrial dispute.
3. Thus, in view of the statement of AR for workman, this Tribunal is left with no choice, except to pass a 'No Claim Award'. Accordingly, 'No Claim Award' is passed in the present case.
4. Let copy of this award be sent to the Appropriate Government as required under Section 17 of the Act for publication.

KAMAL KANT, Presiding Officer

नई दिल्ली, 13 जुलाई, 2026

का.आ. 1483.—औद्योगिक विवाद अधिनियम (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार, इंस्टीट्यूट ऑफ़ हिमालयन बायो-रिसोर्स टेक्नोलॉजी, हिमाचल प्रदेश के प्रबंधन के संबद्ध नियोजकों और श्री सुरेश कुमार, कर्मचारी के बीच अनुबंध में निर्दिष्ट केन्द्रीय सरकार औद्योगिक अधिकरण-सह-श्रम न्यायालय-II, चंडीगढ़ पंचाट(संदर्भ संख्या- 31/2014) को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है।

[सं. एल-42025/07/2026/54-आईआर (डीयू)]

सलोनी, उप निदेशक

New Delhi, the 13th July, 2026

S.O. 1483.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 31/2014) of the **Central Government Industrial Tribunal cum Labour Court-II, Chandigarh** as shown in the Annexure, in the Industrial dispute between the employers in relation to the **Institute of Himalayan Bioresource Technology, Himachal Pradesh** and **Shri Suresh Kumar**, workmen.

[No. L-42025/07/2026/54-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.31/2014

Registered on:-10.11.2014

Suresh Kumar S/o Sh. Masudi Ram, R/o VPO Molli Chak, Tehsil Palampur, District Kangra, Himachal Pradesh.

----- Workman

Versus

1. Director Institute of Himalayan Bioresource Technology, (CSIR Complex), Palampur, District Kangra, Himachal Pradesh.
2. Rajiv Sood (Government Contractor) C/o Director Institute of Himalayan Bioresource Technology, (CSIR Complex), Palampur, District Kangra, Himachal Pradesh

----Respondent

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

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

Sh. Shaneel Rana, proxy for Sh. K B Sharma, AR for respondent no.2.

AWARD : 03.03.2026

1. Workman has filed the present petition/complaint under Section 33A of the Industrial Disputes Act, 1947 (hereinafter called the Act) against his termination by respondent no.1 & 2 on 15.07.2014.
2. The case is fixed for filing evidence by way of affidavit on behalf of respondent no.2. However today, AR for workman vide his separate statement stated that he withdraws this industrial dispute.
3. Thus, in view of the statement of AR for workman, this Tribunal is left with no choice, except to pass a 'No Claim Award'. Accordingly, 'No Claim Award' is passed in the present case.
4. Let copy of this award be sent to the Appropriate Government as required under Section 17 of the Act for publication.

KAMAL KANT, Presiding Officer

नई दिल्ली, 13 जुलाई, 2026

का.आ. 1484.—औद्योगिक विवाद अधिनियम (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार, इंस्टीट्यूट ऑफ हिमालयन बायो-रिसोर्स टेक्नोलॉजी, हिमाचल प्रदेश के प्रबंधन के संबद्ध नियोजकों और श्री पूरन चंद, कर्मचारी के बीच अनुबंध में निर्दिष्ट केन्द्रीय सरकार औद्योगिक अधिकरण-सह-श्रम न्यायालय-II, चंडीगढ़ पंचाट(संदर्भ संख्या-30/2014) को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है।

[सं. एल-42025/07/2026/51-आईआर (डीयू)]

सलोनी, उप निदेशक

New Delhi, the 13th July, 2026

S.O. 1484.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 30/2014) of the **Central Government Industrial Tribunal cum Labour Court-II, Chandigarh** as shown in the Annexure, in the Industrial dispute between the employers in relation to the **Institute of Himalayan Bioresource Technology, Himachal Pradesh** and **Shri Puran Chand**, workman.

[No. L-42025/07/2026/51-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.30/2014

Registered on:-10.11.2014

Puran Chand S/o Sh. Hoshiar Singh, R/o Village Neghar, Tehsil Baijnath, District Kangra, Himachal Pradesh

----- Workman

Versus

1. Director Institute of Himalayan Bioresource Technology, (CSIR Complex), Palampur, District Kangra, Himachal Pradesh.
2. Rajiv Sood (Government Contractor) C/o Director Institute of Himalayan Bioresource Technology, (CSIR Complex), Palampur, District Kangra, Himachal Pradesh

----Respondent

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

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

Sh. Shaneel Rana, proxy for Sh. K B Sharma, AR for respondent no.2.

AWARD : 03.03.2026

1. Workman has filed the present petition/complaint under Section 33A of the Industrial Disputes Act, 1947 (hereinafter called the Act) against his termination by respondent no.1 & 2 on 15.07.2014.
2. The case is fixed for filing evidence by way of affidavit on behalf of respondent no.2. However today, AR for workman vide his separate statement stated that he withdraws this industrial dispute.
3. Thus, in view of the statement of AR for workman, this Tribunal is left with no choice, except to pass a 'No Claim Award'. Accordingly, 'No Claim Award' is passed in the present case.
4. Let copy of this award be sent to the Appropriate Government as required under Section 17 of the Act for publication.

KAMAL KANT, Presiding Officer

नई दिल्ली, 13 जुलाई, 2026

का.आ. 1485.—औद्योगिक विवाद अधिनियम (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय निदेशक, इंस्टीट्यूट ऑफ़ हिमालयन बायो-रिसोर्स टेक्नोलॉजी, हिमाचल प्रदेश के प्रबंधन के संबद्ध नियोजकों और श्री अनिल कुमार, कर्मचारी के बीच अनुबंध में निर्दिष्ट केन्द्रीय सरकार औद्योगिक अधिकरण-सह-श्रम न्यायालय-II, चंडीगढ़ पंचाट(संदर्भ संख्या- 34/2014) को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है।

[सं. एल-42025/07/2026/55-आईआर (डीयू)]

सलोनी, उप निदेशक

New Delhi, the 13th July, 2026

S.O. 1485.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 34/2014) of the **Central Government Industrial Tribunal cum Labour Court-II, Chandigarh** as shown in the Annexure, in the Industrial dispute between the employers in relation to the **Institute of Himalayan Bioresource Technology, Himachal Pradesh** and **Shri Anil Kumar**, workman.

[No. L-42025/07/2026/55-IR(DU)]

SALONI, Dy. Director

ANNEXURE

ID No.34/2014

Registered on:-10.11.2014

Anil Kumar S/o Sh. Gian Chand, R/o VPO Malluan, Tehsil Palampur, District Kangra, Himachal Pradesh.

----- Workman

Versus

1. Director Institute of Himalayan Bioresource Technology, (CSIR Complex), Palampur, District Kangra, Himachal Pradesh.
2. Rajiv Sood (Government Contractor) C/o Director Institute of Himalayan Bioresource Technology, (CSIR Complex), Palampur, District Kangra, Himachal Pradesh

----Respondents

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

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

Sh. Shaneel Rana, proxy for Sh. K B Sharma, AR for respondent no.2.

AWARD : 03.03.2026

1. Workman has filed the present petition/complaint under Section 33A of the Industrial Disputes Act, 1947 (hereinafter called the Act) against his termination by respondent no.1 & 2 on 15.07.2014.
2. The case is fixed for filing evidence by way of affidavit on behalf of respondent no.2. However today, AR for workman vide his separate statement stated that he withdraws this industrial dispute.

3. Thus, in view of the statement of AR for workman, this Tribunal is left with no choice, except to pass a 'No Claim Award'. Accordingly, 'No Claim Award' is passed in the present case.

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

KAMAL KANT, Presiding Officer

नई दिल्ली, 13 जुलाई, 2026

का.आ. 1486.—औद्योगिक विवाद अधिनियम (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार, इंस्टीट्यूट ऑफ़ हिमालयन बायो-रिसोर्स, हिमाचल प्रदेश के प्रबंधन के संबद्ध नियोजकों और श्री ओंकार चंद, कर्मचारी के बीच अनुबंध में निर्दिष्ट केन्द्रीय सरकार औद्योगिक अधिकरण-सह-श्रम न्यायालय-II, चंडीगढ़ पंचाट(संदर्भ संख्या- **35/2014**) को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है।

[सं. एल-42025/07/2026/52-आईआर (डीयू)]

सलोनी, उप निदेशक

New Delhi, the 13th July, 2026

S.O. 1486.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. **35/2014**) of the **Central Government Industrial Tribunal cum Labour Court-II, Chandigarh** as shown in the Annexure, in the Industrial dispute between the employers in relation to the **Institute of Himalayan Bioresource Technology, Himachal Pradesh** and **Sh. Onkar Chand**, workman.

[No. L-42025/07/2026/52-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.35/2014

Registered on:-10.11.2014

Onkar Chand S/o Sh. Jodha Ram, R/o Village Gadhrol, Tehsil Palampur, District Kangra, Himachal Pradesh.

----- Workman

Versus

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

2. Rajiv Sood (Government Contractor) C/o Director Institute of Himalayan Bioresource Technology, (CSIR Complex), Palampur, District Kangra, Himachal Pradesh

----Respondents

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

AWARD : 03.03.2026

1. Workman has filed the present petition/complaint under Section 33A of the Industrial Disputes Act, 1947 (hereinafter called the Act) against his termination by respondent no.1 & 2 on 15.07.2014.
2. The case is fixed for filing evidence by way of affidavit on behalf of respondent no.2. However today, AR for workman vide his separate statement stated that he withdraws this industrial dispute.
3. Thus, in view of the statement of AR for workman, this Tribunal is left with no choice, except to pass a 'No Claim Award'. Accordingly, 'No Claim Award' is passed in the present case.
4. Let copy of this award be sent to the Appropriate Government as required under Section 17 of the Act for publication.

KAMAL KANT, Presiding Officer

नई दिल्ली, 13 जुलाई, 2026

का.आ. 1487.—औद्योगिक विवाद अधिनियम (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार, इंस्टीट्यूट ऑफ हिमालयन बायोसोर्स टेक्नोलॉजी, हिमाचल प्रदेश के प्रबंधन के संबद्ध नियोजकों और महासचिव, इंस्टीट्यूट ऑफ हिमालयन बायोसोर्स टेक्नोलॉजी, (सीएसआईआर) श्रमिक संघ, कर्मकार के बीच अनुबंध में निर्दिष्ट केन्द्रीय सरकार औद्योगिक अधिकरण-सह-श्रम न्यायालय-II, चंडीगढ़ पंचाट (संदर्भ संख्या- 314/2013) को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है।

[सं. एल-42025/07/2026/50-आईआर (डीयू)]

सलोनी, उप निदेशक

New Delhi, the 13th July, 2026

S.O. 1487.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 314/2013) of the **Central Government Industrial Tribunal cum Labour Court-II, Chandigarh** as shown in the Annexure, in the Industrial dispute between the employers in relation to the **Institute of Himalayan Biosource Technology, Himachal Pradesh** and **The General Secretary, Institute of Himalayan Biosource Technology Shramik Sangh**, workman.

[No. L-42025/07/2026/50-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.314/2013

Registered on:-29.01.2014

The General Secretary, Institute of Himalayan Biosource Technology, (CSIR) Shramik Sangh, Palampur,
District Kangra, Himachal Pradesh.

----- Applicant

Versus

1. Director Institute of Himalayan Biosource Technology, (CSIR Complex), Palampur, District Kangra, Himachal Pradesh.
2. Sh. Om Prakash (Govt. Contractor) S/o Sh. Dumnoo, VPO Kandral, Tehsil Baijnath, District Kangra, Himachal Pradesh.
3. Sh. Rajeev Sood (Government Contractor) S/o Sh. Jyoti Ram, VPO Paprola, Tehsil Baijnath, District Kangra, Himachal Pradesh.
4. Sh. Nitin Sood (Govt. Contractor) VPO Paprola, Tehsil Baijnath, District Kangra, Himachal Pradesh.

----Respondents

Present:- Sh. R P Rana, AR for workman.
Sh. G S Sidhu, AR for respondent no.1.
Sh. Shaneel Rana, proxy for Sh. K B Sharma, AR for respondent no.2.
Respondent no.3 & 4 already ex parte.

AWARD : 03.03.2026

1. Applicant has filed the present petition/complaint under Section 33A of the Industrial Disputes Act, 1947 (hereinafter called the Act) against termination by respondent no.1 & 2 on 24.01.2014.
2. The case is fixed for arguments. However AR for applicant on 15.01.2026 vide separate sheet made following statement:-
“Stated that since the workman was taken back in service after 7 days and thereafter, he was again terminated on 28.11.2014 and he has filed complaint against termination on 28.11.2014 under Section 33A before this Hon'ble Court, therefore, the present complaint may kindly be dismissed as withdrawn.”
3. Thus, in view of above statement of AR for applicant, this Tribunal is left with no choice, except to pass a 'No Claim Award'. Accordingly, 'No Claim Award' is passed in the present case.
4. Let copy of this award be sent to the Appropriate Government as required under Section 17 of the Act for publication.

KAMAL KANT, Presiding Officer

नई दिल्ली, 10 जुलाई, 2026

का.आ. 1488.—औद्योगिक विवाद अधिनियम (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार बी4एस सॉल्यूशंस प्राइवेट लिमिटेड के प्रबंधन के संबद्ध नियोजकों और श्री परमेश्वर बाघंबर जाधव के बीच अनुबंध में निर्दिष्ट केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय-1, मुंबई, पंचाट (रिफरेन्स नं.- 26/2024) को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 10.07.2026 को प्राप्त हुआ था।

[सं. एल-42012/3/2022-आईआर (डीयू)]

सलोनी, उप निदेशक

New Delhi, the 10th July, 2026

S.O. 1488.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (**Reference No. 26/2024**) of the **Central Government Industrial Tribunal cum Labour Court-1, Mumbai** as shown in the Annexure, in the Industrial dispute between the employers in relation to **B4S Solutions Pvt. Ltd.** and **Shri Parmeshwar Waghambhar Jadhav** which was received along with soft copy of the award by the Central Government on 10.07.2026.

[No. L-42012/3/2022-IR(DU)]

SALONI, Dy. Director

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO.1, MUMBAI

Present

JUSTICE ARVIND KUMAR MISHRA

Presiding Officer

REFERENCE NO.CGIT-26 of 2024

Parties: Employers in relation to the management of

The Managing Director,

B4S Solutions Pvt. Ltd, S.No. 22/1/A/1A,

Off. No. 601,& 606, Pride Icon,

Kharadi, Pune-411014.

And

Shri Achyut Vishwanath Irpe,

PO Shivali, Taluka - Ausa,

Dist. Latur,

Maharashtra-413520.

Appearances:

For the first party Management : Absent

For the second party workmen : Absent

Mumbai, dated the 6th day of January, 2026.

AWARD

The present reference has been made by the Central Government by its order No. L-42012/2/25/2021(IR(DU)) dated 22/2/2023 passed in exercise of the powers conferred by clause (d) of sub-section (1) and sub-section (2A) of Section 10 of the Industrial Dispute Act 1947. The terms of reference as per the schedule to the said order are as under:

“Whether Whether dispute raised by Sh. Achyut Vishwanath Irpe vide letter dated 23.2.2021 against the management of M/s. B4S Solutions Pvt. Ltd, Pune for alleged illegal transfer from Latur to Pune is covered under the Industrial Dispute under the jurisdiction of the Central

Government under ID Act, 1947? If yes, whether the action of the management of M/s. b4S Solutions Pvt. Ltd., Pune to transfer Sh. Achyut Vishwanath Irpe from Latur to Pune is proper, legal and justified? If not, to what relief the concerned applicant is entitled to? What direction, if any, is necessary in the matter?"

In view of the above said facts the claimant/workman has not filed any statement of claim/ evidence in support of his case on affidavit, in spite of several opportunities given to him and taking into consideration the law as laid by the Hon'ble High Court in the case of **V. K. Raj Industries v. Labour Court (I) and others 1981 (29) FLR 194** as under:

"It is well settled that if a party challenges the legality of an order, the burden lies upon him to prove illegality of the order and if no evidence is produced the party invoking jurisdiction of the Court must fail. Whenever a workman raises a dispute challenging the validity of the termination of service if is imperative for him to file written statement before the Industrial Court setting out grounds on which the order is challenged and he must also produce evidence to prove his case. If the workman fails to appear or to file written statement or produce evidence, the dispute referred by the State Government cannot be answered in favour of the workman and he would not be entitled to any relief."

In the case of **M/s Uptron Powertronics Employees' Union, Ghaziabad through its Secretary v. Presiding Officer, Labour Court (II), Ghaziabad and others 2008 (118) FLR 1164** Hon'ble Allahabad High Court has held as under:

"The law has been settled by the Apex Court in case of Shanker Chakravarti v. Britannia Biscuit Co. Ltd., V.K. Raj Industries v. Labour Court and Ors., Airtech Private Limited v. State of U.P. and Ors. 1984 (49) FLR 38 and Meritech India Ltd. v. State of U.P. and Ors. 1996 FLR that in the absence of any evidence led by or on behalf of the workman the reference is bound to be answered by the court against the workman. In such a situation it is not necessary for the employers to lead any evidence at all. The obligation to lead evidence to establish an allegation made by a party is on the party making the allegation. The test would be, who would fail if no evidence is led."

And by the Hon'ble Allahabad High Court in the case of **District Administrative Committee, U.P. P.A.C.C.S.C. Services v. Secretary-cum-G.M. District Co-operative Bank Ltd. 2010 (126) FLR 519;**

Management submits as under:-

1. The Second Party workman Sh. Achyut Vishwanath Irpe has tendered his resignation from the services of the First Party Company with effect from 30/3/2021.
2. The Second Party workman also has submitted a letter dated 5/6/2023 in which he has informed the First Party that he is withdrawing the Industrial Dispute bearing No. Reference CGIT 24 of 2023 which is pending adjudication in this Hon'ble Tribunal, he has stated in said letter that he would be filing application to this effect before this Hon'ble Tribunal within 14 days.
3. Even otherwise the Second Party workman had remained absent with effect from 20th October 2020 to 7th April 2023. His name therefore was removed from the services of the company on 07th April 2023 on ground that he had abandoned his services. A copy of letter dated 07th April 2023 issued by First Party Company to Second Party workman is annexed with this application Now in view of the resignation by Second Party, Second Party's discharge stands converted to acceptance of resignation.
4. The First Party employer therefore state and submits that no cause of action survives in the Industrial Dispute now and the adjudication proceedings in this case become infructuous.

5. Therefore the First party company respectfully prays that the Industrial Dispute may be disposed of for want of cause of action.

Since no statement of claim has been filed by the workman in support of his case, the claim is liable to be dismissed.

For the foregoing reasons, the case is dismissed and the workman is not entitled for any relief.

Accordingly, the reference stands answered in terms aforesaid.

Award as above.

ARVIND KUMAR MISHRA, Presiding Officer

नई दिल्ली, 13 जुलाई, 2026

का.आ. 1489.—औद्योगिक विवाद अधिनियम (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार, इंदिरा गांधी राष्ट्रीय मुक्त विश्वविद्यालय, नई दिल्ली के प्रबंधन के संबद्ध नियोजकों और श्री प्रशांत नंदनवार और 8 अन्य, कर्मचारी के बीच अनुबंध में निर्दिष्ट केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, नागपुर, पंचाट (रिफरेंस न.- 88/2018-19) को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है।

[सं. एल-42025/07/2026/166-आईआर (डीयू)]

सलोनी, उप निदेशक

New Delhi, the 13th July, 2026

S.O. 1489.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Reference No. 88/2018-19) of the **Central Government Industrial Tribunal cum Labour Court, Nagpur** as shown in the Annexure, in the Industrial dispute between the employers in relation to **Indira Gandhi National Open University, New Delhi** and **Shri Prashant Nandanwar & 8 Others**, workmen.

[No. L-42025/07/2026/166-IR(DU)]

SALONI, Dy. Director

ANNEXURE

BEFORE SHRI SHIV SHANKER PRASAD PRESIDING OFFICER,

CGIT-CUM-LABOUR COURT, NAGPUR

Case No. CGIT/NGP/Appln./88/2018-19

Date: 04.05.2026.

Party No.1 : Indira Gandhi National Open University,
Maidan Garhi, New Delhi – 110068

The Deputy Director,
Indira Gandhi National Open University
New Delhi – 110068

The Regional Director,
Indira Gandhi National Open University,
Gyan Vatika, Hindustan Colony,
Amrawati Road, Nagpur- 440033.

Versus

Party No.2 : Shri Prashant Nandanwar & 8 Others,
R/o Shantinagar Colony, L.I.G. D-30
Nagpur

AWARD

(Dated: 4th May, 2026)

1. This case has been filed by the petitioners/applicants directly under section 2A of the Industrial Disputes (Amendment) Act 2010 for adjudication of the dispute in relation to the management of Indira Gandhi National Open University and their workmen Shri. Prashant Nandanwar and 8 others with the following issues: -

Issues:

“I. Whether

- (i) Shri. Prasant s/o Krushna Nandanwar
- (ii) Shri. Ramapati s/o Shriram Mishra
- (iii) Shri. Sunil s/o Raghuwansh Prasad Pandey
- (iv) Shri Chandrakant s/o Sripat Masram,
- (v) Shri Nitin s/o Dharamchand Patle,
- (vi) Shri Jayant s/o Sukhadeora Maraskolhe
- (vii) Shri Sanjay s/o Vanasntao Vyaohare
- (viii) Ansar Ahmad
- (ix) Shri Abhinav s/o Arunrao Mandawar are workmen?

II. Whether there is any relationship of employer and employee between the parties.**III. Whether the action of the management/ IGNOU in discontinuation of the services of the above applicants w.e.f. 12.07.2018 is legal, fair and justified? If not, what relief the above applicants are entitled to?”**

2. After filing the application/suit notices were issued to the other side/ management. Workman has filed this suit/statement of claim before this court on 16.01.2019. after service of notice management/respondents have filed their written statement on 10.10.2019. the case of the workman is that the workmen were appointed under the control of non-applicant no. 1 and posted to work at non-applicant no. 3 at Nagpur. The particulars of the applicants are as under:

Sl. No.	Name	Qualification	Date of Joining	Appointment against post
1	Prashant Nandanwar	12 th Pass, Certificate awarded in Computer Operation Application and Hardware and English Typing	13.06.2011	J.A.T

2	Rampati Mishra	M.A.	01.05.2009	J.A.T
3	Sunil Panday	B.com 2 nd year, Certificate awarded in Computer Operation Application and Hardware and English Typing	14.06.2009	Computer Operator
4	Chandrakant Masram	9 th Pass	08.09.2009	Helper/ Attendant
5	Nitin Patle	M.A.	01.12.2009	Helper/ Attendant
6	Jayant Maraskolhe	10 th Pass	15.01.2010	Helper
7	Sanjay Vyaohare	B.A., MS-CIT	17.01.2011	Helper
8	Ansar Ahmad	B.A.	19.01.2011	Helper/ Attendant
9	Abhinav Mandawar	B.Com, MS-CIT	29.05.2012	Helper

3. The applicants were doing the work of skilled/unskilled labour. None of the applicants were having any power to take disciplinary action. They were working as per the instruction of the supervisory staff under whom they are working. The salary of the applicants was being paid by non-applicant no. 3 through cheques drawn on Indian Bank at Nagpur till the year 2011 and thereafter on IDBI Bank Dharampeth Branch, Nagpur. All the applicants have completed 240 days in each year and had acquired permanency. Non-applicant no. 1 is a university constituted as per the provisions of IGNOU Act. It is directly under the control of Ministry of Education & Human Resources. The appropriate government in respect of it is the Central Government. The non applicant no. 3 is the regional centre and functioning under the control of the non-applicant no. 1 university. The non-applicant university has been appointing retired employees also and they are paid their fees as directed by the Ministry of Personnel, Public Grievance & Pension Department. The non-applicant is a systematic activity engaged in imparting of education, establishment of schools, colleges, etc. These activities are carried on to fulfil the needs of the society. The non applicant university is therefore an industry as defined under the Industrial Disputes act 1947.

4. The applicants have been in continuous employment of the non-applicant university from the date of their appointment. That, as the applicants were continued on temporary basis even after rendering continuous service for several years, they filed Writ Petition No. 218/218 before the Hon'ble High Court claiming regularisation in service. The Hon'ble High Court issued notices in the matter and directed the non-applicants to maintain status quo. However, as soon as the interim relief order came to be vacated the non-applicants by order dt. 11.07.2018 terminated the services of the applicants. Therefore, it is clear that the act on part of the non-applicant university in illegally terminating the services of the applicants during the pendency of proceedings before the Hon'ble High Court is with a view to deny them the benefits of permanency. That in a case where dispute is pending it was necessary for the non-applicants to seek approval of the appropriate authority before terminating the services of the applicants.

5. That, in view of the illegal termination, the applicants approached the Assistant Labour Commissioner, (Central), Nagpur to hold conciliation proceedings and to settle the dispute. That, the non-applicants during the course of conciliation proceedings were not willing to settle the matter. Therefore, the applicants requested the Assistant Labour Commissioner (Central) Nagpur to refer the dispute. Accordingly, on 07.01.2019 the Assistant Labour Commissioner, (Central), Nagpur issued a common certificate for all applicants and liberty was granted to the applicants to approach the appropriate forum as

per certificate dt. 07.01.2019 which is common for all applicants. The facts and grounds are also common. Therefore, a common statement of claim is filed. As per provisions of section 2A of the Industrial Disputes Act, 1947 an individual employee who has been dismissed, terminated is entitled to approach the Labour Court or Tribunal after the expiry of forty-five days from the date the application is made to the Conciliation Officer. The applicants submitted an application to the Conciliation Officer on 01.10.2018 and the period of 45 days expired on 15.11.2018. Accordingly, the present dispute has been filed by the applicants. Each of the applicant has completed 240 days in service in each year from the date of appointment. So also, the work which the applicants were performing is of perennial nature and is available throughout the year. The work is available today also as per the advertisement dt. 10.01.2019 published in Hitvada. The same work is being assigned to contractor. Thus, by such method the regular work is being abolished without following due process of law. This matter covered by Item No. 9, 10 and 11 of Schedule IV of the Industrial Disputes Act, 1947. No notice of change in this respect was ever issued. The termination of applicants is per se illegal to deny them benefits of permanency. The termination also amounts to an unfair labour practice under Item No. 10 of Schedule V to the Industrial Disputes Act, 1947.

6. The services of the applicants have been terminated without complying with the provisions of Sections 25-F & G of the Industrial Disputes Act 1947 No seniority list was ever displayed and no objections were invited to the said list. The non applicant university has neither given one month's notice nor wages in lieu of notice and the retrenchment compensation has also not been offered or paid. Therefore, the termination of the applicants is ab initio void and illegal. The applicants are therefore entitled to be reinstated in service with continuity, back wages and all other consequential reliefs. The reason for termination was non-availability of significant work. The said reason is totally false. The work is still available and now it is sought to be given on contract basis. The non applicant university has given an advertisement in daily newspaper "The Hitvada" on 10.01.2019 inviting tenders from manpower Supply Agencies for providing manpower. Therefore, it will be clear that even though work is available, the non-applicant university without considering the claim of the applicants has proceeded with the procedure of making new appointments through contractor in contravention of section 25-H of the Industrial Disputes Act, 1947 and rules framed thereunder. The applicants are therefore entitled to be given an opportunity of re-employment in preference over outside persons. The applicants are unemployed from the date of termination and have no source of income to maintain themselves and their families. They are entitled to be reinstated in service with continuity, back wages and all other consequential reliefs.

7. Therefore, prayed for all consequential benefits including back wages by setting aside order of termination dt. 11.07.2018. It is also required the non-applicant university to reinstate the applicants in service as before and extend all benefits.

8. Per Contra, non-applicants/ management have filed their written statement in which they have stated that claims of the workmen are denied and this dispute before the Tribunal is not maintainable at all. Since neither the Applicant Nos. 1 to 9 can be said to be Workmen as defined under the Industrial Disputes Act, 1947 nor the Non-Applicant No. 1 comes under the definition of Industry which is specifically defined under Section 2 (j) of the Industrial Dispute Act, 1947. Moreover, Indira Gandhi National Open University i.e. the non-applicant is not an Industrial establishment as defined under Section 2 (ka) of the Industrial Disputes Act, 1947 and therefore, the Industrial Employment (Standing Orders) Act, 1946 does not applicable to the Non-applicant No. 1.

9. It is submitted that, Indira Gandhi National Open University is a university which is established by an Act of Parliament in the year 1985. It is an autonomous body working as per the provisions of the said

Act. However, that itself by no stretch of imagination mean that the appropriate government is the Central Government. It is settled in the catena of Judgements passed by the Hon'ble Bombay High Court that a university cannot said to be an "Industrial Establishment" and therefore the Industrial Establishment (Standing Orders) Act, 1946 cannot be applicable to the University. It is specifically submitted that unless the Model Standing Orders are applicable to the Non- Applicant No. 1 University this Hon'ble Tribunal does not get jurisdiction to entertain the litigation pertaining the subject enunciated in the Industrial Dispute Act, 1946. Thus, in view of above-mentioned facts it is crystal clear that this Hon'ble Tribunal does not have jurisdiction to entertain the dispute as filed by the Applicant Nos. 1 to 9 and therefore at this count alone said dispute deserves to be dismissed at the threshold and be dismissed accordingly.

10. It is specifically disputed that, the applications were appointed under the control of the non-applicant no. 1 University. The claim of the applicants that they were appointed against the sanctioned post is totally false statement. The Applicant Nos. 1 to 9 were only engaged as Daily Wagers and that too not against any sanctioned post, since there is no sanctioned post to carry out the task of the study material. The power to take disciplinary action is vested with the non-applicant no. 1 only. The wages have been distributed through mode of cheques to all the Applicants who were Daily Wagers like any other payment, in true spirit of transparency and accountability. The Applicant Nos. 1 to 9- Daily Wagers were engaged by giving required break. Thus, no stretch of imagination it can be said that the Applicants have acquired permanency. Since merely the Applicants have completed 240 days in a year, they have not acquired permanency is specifically denied.

11. Non-applicant no. 1 – University was established by an Act of Parliament. However, Indira Gandhi National Open University is not under the direct control of the Ministry of Human Resources Department, since the Non-Applicant No. 1 University is functioning as an autonomous organization. Thus, the contention of the Applicants that the Appropriate Government in respect of the non-applicants 1- University is the Central government is denied. It is specifically disputed that the Non-applicant No. 1- University has been appointing retired employees also and they are paid their fees as directed by the Ministry of Personnel, Public Grievance & Pension Department. It is submitted that the Non- Applicant No. 3- Regional Centre cannot establish any schools or colleges. Thus, it cannot be said that Non-Applicant Nos. 1 to 3 are an Industry as defined under the Industrial Dispute Act, 1947.

12. The applicants have not put forth the any facts in its proper perspective. It is respectfully submitted that, the applicant nos. 1 to 9 were appointed against any sanctioned post however they were only engaged as Daily Wagers. The services of the Applicants were utilised as Dailly Wagers in the Non-Applicant Nos. 3- Regional Centre after giving them required breaks. Thus, the Applicant Nos. 1 to 9 could not claim that they were in continuous employment. It is respectfully submitted that when the earlier efforts for empanelling the Man Power Agency is about to complete, the Applicant Nos. 1 to 9 have approached the Hon'ble High Court by filing the Writ Petition bearing No. 218/2017. Although, on 11.01.2017 the Hon'ble High Court has initially granted status- quo to the Applicants however, after perusal of the reply filed by the Non- applicants, the Hon'ble High Court has vide its Order dt. 26.06.2018 was pleased to vacate the said Status- quo. In view of the policy decision of taken by the Non-Applicant No. 1- University in the year 2017, services of the Applicants were discontinued. Since the activity related to study material were centralised from the October 2017. It is pertinent to mention here that, even though the non-applicant no. 1- University has ordered to close down the Regional Ware Houses as per the policy decision of that the study material distribution is centralised to New Delhi. However, the applicant nos. 1 to 9 were

continued at the non-applicant no. 3- Regional Centre from the October 2017 till July 2018 in view of the Status- Quo order dt. 11.01.2017 passed by the Hon'ble High Court.

13. None of the applicants was appointed against any of the sanctioned post as alleged by them. The applicant Nos. 1 to 9 were only engaged for a particular time period for doing specific activity i.e. storing any dispatch of study materials for students. Their services have been availed by giving them regular break. Thus, it does not amount that the applicants have been competed 240 days in service. It is also disputed that the work is perennial in nature in fact the duties assigned to them are of different nature which clearly shows that they have not been given the same work which means that the work is not perennial in nature. The activity has been centralized and shifted back to the head quarter of the non- applicant no. 1- university from all the regional centres across the country. Thus, work related to the study material is not with the regional centres. As far as the contentions of the applicants that work is available as per the advertisement dt. 10.01.2019 is concerned. It is respectfully submitted that said tender invitation notices published by the non-applicants for inviting tenders from the manpower agencies just to engage the services on daily wages of the employees if the contingencies arose in future. Thus, it cannot said that the regular work is being abolished without following due procedure of law. Moreover, the applicant nos. 1 to 9 are not a workman therefore, question of compliance of provisions of the Industrial Disputes Act, 1947 does not arose at all.

14. The advertisement dt. 10.01.2019 is publish for daily wagers through man power agencies to take care of the undelivered/ returned study material from the students because of wrong address. Accordingly, two amongst the applicant were contacted and informed to come for work for two months initially two applicants agreed to come for work. However, later on they did not turn up. Thus, the claim of the applicants that the non-applicants are making new appointment through contractor in contravention of the section 25 (H) of the Industrial Disputes Act 1947 and the rules framed thereunder is false and misleading statement. The applicants have not approached this Hon'ble Tribunal with clean hands. The applicants have in fact categorically failed in their attempt of seeking regularization as well as continuation in service. Although the High Court has initially granted the Status-quo to the applicants. However, after perusal of the reply filed by the respondents, the Hon'ble High Court was pleased to vacate the said status-quo. As such it can be clearly seen that the relief which the applicants are praying before this Hon'ble Tribunal has already been denied to them by the Hon'ble High Court and thereafter the applicants have withdrawn the said petition bearing no. W.P. No. 218/2017 and now approached this Hon'ble Tribunal. Thus, it can be clearly seen that it is nothing but a stale attempt from the part of the applicants before this Hon'ble Tribunal once they have failed before the Hon'ble High Court in seeking self-same relief.

15. It is further submitted that the warehouse for storing study material the requirement of staff for manning the warehouse is essentially seasonal and the requirement is only at the time of start of the academic year when the study material is to be posted to various students. Under these circumstances, the University was compelled to engage daily wagers as short-term appointments for ensuring the proper running of the University. It would not be out of the place to mention here that; the applicants have been accordingly engaged on such short-term basis on a daily wage basis and cannot claim any relief of regularization in the University. At no point of time did the applicants have undergone any kind of selection process whatsoever. In fact, the applicants are well aware that their appointment was only for a particular period and will not be continued further. The fact that the applicants were aware of the said fact could be clearly seen from the undertakings tendered by the applicants in the year 2012 and 2016. A bare perusal of those undertakings would clearly reveal that the Applicants were knowing this fact that they have been appointed on daily wages for a particular period and their services would be automatically

discontinued thereafter without any notice. As such, it is crystal clear that the applicants have accepted the appointments on daily wages knowing all these facts and therefore, now they cannot take a 'U' turn before this Hon'ble Tribunal seeking either continuation or for regularization.

16. It is also contended that the work allotted to the applicant is not perennial in nature and is only seasonal for the purpose of dispatching study materials from the warehouses of every Regional Centres. However, the University has taken a decision of closure of warehouses and centralize the distribution of study materials. With the result the necessity of hiring daily wagers like that of applicants comes to an end. As such, the contention of the applicants that the work allocated to them by the Respondents is perennial in nature and continuous one is falsified. There are no sanctioned posts on which the applicants were engaged. Their services are taken on daily wages as and when there is a requirement. Neither any advertisement was issued nor any recruitment process was followed while appointing the applicants and as such it cannot be said that the applicants were appointed after following the due process of law. In that view of the matter following the due process of law, there is no merits in the said contention of the applicants and the same deserves no consideration at the hands of this Hon'ble Tribunal. The contention of the applicants that the Respondents are engaging the services of other employees on daily wages through Manpower Agency for warehouse are falsified.

17. The applicants have concealed this material facts from this Hon'ble Tribunal that they have submitted the undertakings to the respondents that they will neither claim for continuation nor for regularization. As such, for concealing such material fact from this Hon'ble Tribunal the instant Statement of claim filed by the applicant deserves to be dismissed at the threshold. In fact, the affidavit dt. 30.01.2019 filed by the applicants is totally false. The applicants be put to strict proof of the contentions made by the applicants therein. The applicants in the said affidavit have falsely contended that in view of the advertisement dt. 10.01.2019 the non-applicants have appointed some persons through contractor in place of the applicants.

18. It would be pertinent to note that after the tenders are opened same were forwarded to Respondent No. 1 and then it will be the Respondent No. 1 who will take ultimate decision in the matter and the said process has not been done as yet. As such, the fallacy in the contention of the applicants can be clearly seen. In the light of aforesaid factual aspects, the applicants cannot pray for any relief. In fact, the applicants are not entitled for any relief claimed by them. In view of the above-mentioned fact and the circumstances it is crystal clear that the instant dispute as filed by the Applicant Nos. 1 to 9 are not maintainable before this Hon'ble Tribunal and liable to be dismissed.

19. Petitioner/ workman witness Shri Sunil has filed his affidavit to support the case of the petitioners. This affidavit has been filed by the petitioners on 16.02.2026. the management/ respondents have not filed their evidence and during the course of hearing of the case management and their counsel were absent on 30.03.2026. therefore, case has been proceeded ex-parte against the management/ respondent. Respondents have not filed any evidence to prove the contentions of the written statement. Whereas witness Sunil has filed his affidavit in support of the contention of the statement of claim. This witness has proved the documents which are filed by the petitioners in their support which are marked and exhibited. The contention and averments of the affidavit are uncontroverted.

20. This point has already been decided by my predecessor on 15.11.2019 that the education is a kind of service. Although sub lime service and the university is an industry within the meaning of Section 2(j) of the industrial dispute act 1947. The further question whether the clerk of the university like the petitioners were workmen under section 2(s) admits of no doubt. A person employed to do clerical work is expressly

mentioned in the definition of a workman pausing here it may be mention that a new definition of industry has been given by act 46 of 1982 where by a new clause (i) will take the place of clause (i) from a date to be notified upon enforcement of section 2 (C) of the act. When that new definition will get substituted, educational, scientific, research and training institutions will cease to fall within the preview of industry by virtue of clause 3 of that definition. Till that happens university will continue to be held to be an industry. Educational institution are industries within meaning of section 2(j) of Industrial Dispute Act- Labour Court. Hence the position in the law as it obtains today is that a person to be a workman under the ID act must be employed to do the work of any of the categories which manual unskilled, skilled, technical, operational, clerical or supervisory.

21. Seven judges' bench of Hon'ble Supreme Court way back in the year 1978 in the case of Bangalore water supply (supra) held that educational institution is an industry in terms of section 2 (j) of the ID Act. Though, not all of its employees are workmen. A driver is employed by a school being a skilled person is a workman for the purpose of the ID Act.

22. Applicants/ petitioners have stated in their statement of claim in Para 1 that they were engaged on the post mentioned in this para for the purpose of work assigned to them by the non-applicant from the date of their joining which is mentioned in para 1 of the statement of the claim. Respondents have also accepted in para 1, 2, and 4 and 6 that the applicants were engaged as daily wagers and they all are being paid for their performance of work. It transpires that the respondents have admitted the relationship between applicant and the non-applicants were employer and employee. Therefore, the fact which is admitted need not to prove. Therefore, it is established that Shri. Prashant Nandanwar and 8 others are the workman and the non-applicant/ respondent is the employer. Therefore, it is established the relationship between them is as employer and employee.

23. Now question arises whether the action of the management IGNOU in discontinuation of the services of the above applicants with effect from 12.07.2018 is legal fair and justified? If not, what relief the above applicants are entitled to?

24. It is argued on behalf of the applicants that the respondent no. 3 has filed its reply and taken stand that the applicants were working as a daily wager and they were called upon to work as and when the work is available with the respondent no. 3. The applicants have filed their bank statements of relevant years which shows that the applicants are monthly rated employees of the respondents as the respondents used to issue Account Payee cheque for payment of their monthly salary. Respondents have filed attendance register of the applicants as per the order of this court. On bare perusal of the attendance sheets, it is clear that the applicants have worked for more than 240 days each year from the date of their initial appointment. Therefore, the applicants are deemed to be permanent employee of the respondent as per provisions of the law. The work which the applicants were performing is of perennial nature and is available throughout the year. The respondents have also filed payment register of the applicant in which it is specifically mentioned that the applicants are working in the regional centre and not in the warehouse. Even on bare perusal of mails issued by the respondent no. 3 to respondent no. 1 regarding attendance of the applicants. It shows that the applicants were working in the regional office and not in warehouse. The respondents in its reply also contended that the respondent university has taken a decision of Clouser of warehouse and centralized the distribution of study materials. However, it is submitted that the applicants were used to work at regional centre office and not in warehouse. The duties performed by the applicants are of perennial in nature and therefore it cannot be substituted by appointing new person through the contractor. Moreover, it is submitted that there are 56 regional centres of respondents. The employees of the respondents are

transferred from one regional centre to another. Therefore, there is functional integrity between all the regional centres. The respondents could have transferred the services of applicants to other centres where the work is available. Instead of that the respondents have illegally terminated the applicants without following due procedure of law. Therefore, the termination orders dt. 11.07.2018 are illegal.

25. The provisions of Chapter V-B of the Industrial Disputes Act, 1947 are applicable to the respondent. That as per section 25-N of the Industrial Disputes act, 1947, it is mandatory for the respondents to seek permission from the government before retrenchment. However, no permission of the appropriate government has been obtained either for closure or for retrenchment of the applicants/employees as required by Section 25_N of the Industrial Disputes Act, 1947. Therefore, all the applicants/employees are deemed to be in the employment and are entitled to wages for the entire period till they are legally terminated. Section 25-N sub clause 7 is reproduced below:

7. where no application for permission under sub-section (1) is made, or where the permission for any retrenchment has been refused, such retrenchment shall be deemed to be illegal from the date on which the notice of retrenchment was given to the workman and the workman shall be entitled to all the benefits under any law for the time being in force as if no notice had been given to him.

26. Where permission for retrenchment has been granted under sub-section (3) or where permission for retrenchment is deemed to be granted under sub-section (4), every workmen who is employed in that establishment immediately before the date of the application for permission under this section shall be entitled to receive compensation at the time of retrenchment, which shall be equivalent to fifteen days average pay for every completed year of continuous service or any part thereof in excess of six month. A bare perusal of section 25-N (7) will make the picture clear that permission is necessary and if it is not obtained or the permission is rejected, the termination is void-ab-initio and the employee is deemed to be in employment for all purposes. The said Section is very clear and the employees are deemed to be in the employment for all purposes.

27. Learned counsel for the applicants has also argued that as per section 25-O of the Industrial Disputes Act, the management has to obtain permission for closure of the undertaking and where no application for permission for closure is made or where the permission for closure has been refused, the closure of the undertaking is deemed to be illegal and the workmen are entitled to all the benefits under law as if the undertaking had not been closed down. **As per section 25-O sub-clause 6 where no application for permission under sub-section (1) is made within the period specified therein, or where the permission for closure has been refused, the closure of the undertaking shall be deemed to be illegal from the date of closure and the workmen shall be entitled to all the benefits under any law for the time being in force as if the undertaking had not been closed down.**

28. Even otherwise, if there is closure (whether legal or illegal), the management is required to pay compensation as per Section 25-FFA. Thus, whenever there is closure of the establishment, Section 25-FFA of the Industrial Disputes Act comes into picture. Accordingly, after completion of 240 days service in a year have become permanent workman and cannot be terminated without following due process of law. That the post on which the workmen are working are permanent in nature, the appointments have been made after flowing due procedure of law and the posts are permanent, vacant and sanctioned post. Hence the workmen are required to be regularized.

29. It is also contended by learned counsel for the applicant that at the respondent establishment, the applicants were working continuously without break. They have to perform various duties as assigned to a permanent employee. They are compelled to work for over time for which they are not paid the overtime wages. That, there is no seniority list prepared and maintained by the management and a policy of pick and choose has been adopted by the management. That, as per the Constitution of India, every citizen has a right to live and earn livelihood. This basic right as given to all the citizen of India is being put to challenge by the management. All the above illegal actions of the management amount to unfair labour practice.

30. The applicants were working in the regional Office at Nagpur and not in warehouse. The respondent no. 3 used to issue work distribution chart for the convocation of students every year, thereby work was allotted to the applicants for convocation. The applicants were also directed to work on Saturday/Sunday (on holidays) as per the note sheet issued by the respondent no. 3. It is also submitted that the respondent no. 3 used to organize and take monthly staff meeting of the Regional Centre in which applicants also have to take part in the said meetings every month. The nature of work of applicants is of perennial nature which were required to be performed in Regional Office. The list of duties performed by the applicants is enclosed herewith as Document No. 8 collectively. From the above documents it is clear that the applicants were working in Regional Office and not in warehouse. The work is still available with respondents. Therefore, instead of appointing new persons, the applicant should be engaged.

31. It is also contended that when there is termination of services of daily wager after working 240 days without complying with section 25-F, 25-G and 25-H the workman is entitled for reinstatement. The termination of service of an employee by way of retrenchment without complying with section 25-F has the effect of rendering the action of employer as nullity and the employee is entitled to continue in employment as if his service was not terminated. Termination of service of the workman is void ab initio due to the non-compliance of the mandatory provisions of Section 25-F. The Provisions of section 25-F are mandatory in nature and any non-compliance therewith would render an order of termination of service illegal and non-est and employee is entitled for reinstatement in service with full wages and continuity in service. The applicants are unemployed from the date of termination and have no source of income to maintain themselves and their families. They are in dire need of work.

32. From perusal of the records, filed by the non-applicant it reveals that the services of the applicants are dis-continued with effect from 12.07.2018 as per order of the regional director. These orders are attached with file which are as document no. 2 to 9. Learned counsel for the respondent non-applicant has filed written statement on behalf of the non-applicants in which non-applicants have stated that applicant no. 1 to 9 were not appointed against any sanctioned post. However, they were only engaged as daily wagers. The services of the applicants were utilized as daily wagers, in the non-applicant no. 3 regional centres after giving them required breaks. Since there is no sanction post to carry out the task of the study materials. The wages have been distributed through mode of cheque to all the applicants who were daily wagers like any other payment in true spirit of transparency and accountability. The applicant no. 1 to 9 daily wagers were engaged by giving required break. Thus, no stretch of imagination it can be said that the applicants have acquired permanency since merely the applicants have completed 240 days in a year. They have not acquired permanency. The applicant no. 1 to 9 were only engage for a particular time period for doing a specific activity i.e. storing and dispatch of study materials for students. It is also contended by non-applicants that in fact the applicants have concealed this material fact from this Hon'ble Tribunal that they have given their undertakings to the respondents that they will neither claim for continuation nor for regularization. As such for concealing such material facts from this Hon'ble Tribunal may leads to adverse

inference against the applicants. Learned counsel for the non-applicants have filed these undertakings given by the above 9 workmen in which they have clearly stated that they will neither claim for continuation nor for regularization.

33. Although the applicants have given their undertaking that they will not claim any permanency and they will be terminated without any notice. This point has been raised by the respondent in his written statement and stated that if the undertaking has already been given by the applicants, then applicants have no right to claim permanency. The applicants were aware of the said fact which could be clearly seen from the undertakings tendered by the applicants in the year 2012 -2016. A bare perusal of those undertakings could clearly reveals that the applicants were knowing this fact that they have been appointed on daily wages for a particular period and their services would be automatically discontinued thereafter without any notice. As such it is crystal clear that the applicants have accepted their appointment on daily wages. Knowing all these facts and therefore they cannot take U turn. Seeking either continuation or for regularization. But at this juncture learned counsel for the applicants have placed reliance on *Bhartiya Kamgar Karmachari Mahasangh V/s M/s. Jet Airways Ltd.* AIR 2023 Supreme Court 3596 in which Hon'ble Supreme Court has established that challenge against any agreement, settlement wherein rights of employee are waved off would not over ride standing orders. Standing order provided that a workman who has worked for 240 days in an establishment would be entitled to be made permanent and no contract settlement abridges such a right can be agreed upon workman who had completed 240 days in service would be entitled to all benefits as per Bombay modal standing orders despite settlement to the contrary. Hon'ble court has also established that the certified standing orders have a statutory force the standing order implies a contract between the employer and the workman. Therefore, the employer and workman cannot enter into a contract overriding the statutory contract embodied in the certified standing orders. The intendment underlying the act and the provisions of the act in acted to give effect to the intendment and the scheme of the act leave no room for doubt that the standing orders certified under the 1946 act became part of the statutory terms and conditions of service between the employer and his employees and they govern the relationship between the parties. If a prior agreement inconsistent with the standing order will not survive and the agreement posterior to an inconsistent with the standing order should also not prevail. Thus, it becomes pertinent to reproduce the relevant clause of Bombay Model Standing order which reads as follows:

“Clause 4C- A badly or temporary workman who has put in 190 days uninterrupted service in the aggregate any establishment of seasonal nature or 240 days uninterrupted service In the aggregate in any other establishment during a period of proceeding twelve calendar months shall be made permanent in that establishment by order in writing signed by the manager, or any person authorized in that behalf by the manager, irrespective of whether or not in name is on the muster role of the establishment throughout the period of said twelve months.”

34. Clause 32: Nothing contained in these standing orders shall operate in derogation of any law for the time being in force or to the prejudice of any right under the contract of service, customs or usage or an agreement settlement or award applicable to the establishment.

35. Not only this learned counsel for the applicants has also placed reliance in *Bholanath V/s State of Jharkhand and others* 2026 live law (SC) 95 in which Hon'ble Court has established law with regard to this that acceptance of the terms offered by employer does not amount to a waiver of fundamental rights.

36. Contractual stipulations purporting to bar claims for regularization cannot override constitutional guarantees. Acceptance of contractual terms does not amount to waiver of fundamental rights, and contractual stipulations cannot immunize arbitrary State action from constitutional scrutiny. Therefore, looking to the law laid down by Hon'ble Supreme Court on this point undertaking given by the applicants in this case does not override the fundamental rights of the applicants and undertaking given by the applicants are also against the standing order. Hence standing order has no effect in this case.

37. From perusal of facts and circumstances of the case as well as the other documents filed by the non-applicants and the documents filed by the applicants and the oral evidence adduced by the applicants and other materials which are available on record, it is crystal clear that the applicants are appointed by the non-applicant purely on the basis of daily wage. Although they all have worked more than 240 days in a year but they all have not appointed as against any sanctioned post. Learned counsel for the applicants have admitted before the court during the course of the oral argument that the applicants were engaged orally on the post mentioned in Para 1 of the statement of the claim. The attendance registers and the documents related to payment of salaries of the applicants which are bank passbooks demonstrate that the applicants have worked more than 240 days in a year but they have been engaged on just as a daily wage not against any sanctioned post. Applicants have given evidence that the applicants have completed more than 240 days continuous service. Their services were dis-continued without notice. This dis-discontinued order denotes the termination of the services of the applicants. No retrenchment compensation was given to them. Therefore, the termination/dis-continuation of the services of the workmen were in violation of section 25-F of the ID Act. For above reasons I record my finding that the action of the management IGNOU in dis-continuation of the services of the above applicants w.e.f. from 12.07.2018 without giving any compensation is not legal, not fair and not justified.

38. In view of my finding in point no. 2 question arises whether workmen are entitled for reinstatement with back wages considering the facts and circumstances and nature of appointment as well as working period of the workmen. The applicants/workmen were not appointed following the recruitment rules and they were also not appointed against any sanctioned post. Their services were only for short period therefore re-instatement of the workmen cannot be allowed. Considering tenure from 2009 to 2018 compensation of Rs 70,000/- each would be reasonable.

ORDER

39. **In the result award is passed as under:**

1. **“The action of the management of IGNOU in dis-continued services without awarding any compensation of Shri. Prasant Nandanwar, Shri. Ramapati Mishra, Shri. Sunil Pandey, Shri Chandrakant Masram, Shri Nitin Patle, Shri Jayant Maraskolhe, Shri Sanjay Vyaohare, Ansar Ahmad, Shri Abhinav Mandawar w.e.f. 12.07.2018 is not proper.**

2. **Non-applicant is directed to pay compensation of Rs 70,000/- to each workman.**

3. **The amount as per above order shall be paid to workmen within 30 days from the date of notification of the award. In case of default amount shall carry 9% interest P.A from the date of award till its realization.**

4. During the course of the trial Shri. Ramapati, Applicant No. 2 and Applicant No. 4, Shri. Chandrakat died. Therefore, their legal representatives will get the compensation amount according to law.

5. The workmen are not entitled to any other relief.

Let the copies of the award be send to the Government of India, Ministry of Labour and Employment as per rules.”

SHIV SHANKAR PRASAD, Presiding Officer

नई दिल्ली, 13 जुलाई, 2026

का.आ. 1490.—औद्योगिक विवाद अधिनियम (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार, पंजाब विश्वविद्यालय, चंडीगढ़ के प्रबंधन के संबद्ध नियोजकों और श्री हरदीप सिंह, कर्मचारी के बीच औद्योगिक विवाद अनुबंध में निर्दिष्ट केन्द्रीय सरकार औद्योगिक अधिकरण-सह-श्रम न्यायालय-II, चंडीगढ़ पंचाट (संदर्भ संख्या-129/2024) को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है।

[सं. एल-42025/07/2026/59-आईआर (डीयू)]

सलोनी, उप निदेशक

New Delhi, the 13th July, 2026

S.O. 1490.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Reference No. 129/2024) of the Central Government Industrial Tribunal-Cum-Labour Court-II, Chandigarh as shown in the Annexure, in the Industrial dispute between the employers in relation to Punjab University, Chandigarh and Sh. Hardeep Singh, workmen.

[No. L-42025/07/2026/59-IR(DU)]

SALONI, Dy. Director

ANNEXURE

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

(Presided over by Mr. Kamal Kant).

ID No.129/2024

Hardeep Singh S/o Late Sh. Gurmail Singh, R/o H.No.105, Adarsh Colony, Block-B, Balongi, District Mohali, Punjab.

----- Workman

Versus

The Registrar Punjab University, Chandigarh.

----Management

Present: Sh. R P Rana, AR along with workman.

Prof. Dinesh Kumar, AR for management.

AWARD : 06.02.2026

1. Workman has filed the present claim petition under Section 2A of the Industrial Disputes Act, 1947 (hereinafter called as Act) against his termination dated 03.06.2014 claiming reinstatement in service with continuity of service along with full back wages.
2. File taken up in special campaign for disposal of pending cases. Workman along with his AR and AR for management made the following joint statement:-

Stated that both the parties agreed to settle the dispute on the following terms:-

- 1. That the Panjab University is ready to reinstate the workman Hardeep Singh on DC rates with the same terms and conditions at the time of earlier appointment with continuity of service.*
- 2. That this settlement will not provide in any immunity in case after joining he commits any de-relaxation of duty in future.*
- 3. That the workman will not claim any wages/compensation for the period he remained out of employment during the pendency of this case.*
3. In view of the above statement, the workman Hardeep Singh would be reinstated with the management on DC rates with the same terms and conditions at the time of earlier appointment with continuity of service. Parties shall be bound by the statement of their AR.
4. Let copy of this award be sent to the Appropriate Government as required under Section 17 of the Act for publication.

KAMAL KANT, Presiding Officer