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राजपत्र, हिमाचल प्रदेश

हिमाचल प्रदेश राज्य शासन द्वारा प्रकाशित

बुधवार, 01 अप्रैल, 2026 / 11 चैत्र, 1948

हिमाचल प्रदेश सरकार

LABOUR EMPLOYMENT & OVERSEAS PLACEMENT DEPARTMENT

NOTIFICATION

Shimla-171 002, the 16th February, 2026

No. LEP-E/1/2024.—In exercise of the powers vested under section 17 (1) of the Industrial Disputes Act, 1947, the Governor Himachal Pradesh is pleased to order the publication of awards
01—राजपत्र / 2026—01—04—2026 (01)

of the following cases announced by the **Presiding Judge, Labour Court-cum-Industrial Tribunal, Shimla, H.P.** on the website of the Printing & Stationery Department, Himachal Pradesh i.e. “e-Gazette”:-

Sl. No.	Case No.	Petitioner	Respondent	Section	Date of Award/ Orders
1.	Ref. 18/2022	Ritesh Guleria	M/s Amar Ujala Ltd.	10	02-01-2026
2.	Ref. 175/2022	Pardeep Kumar	Registrar Shoolini University, Solan.	10	12-01-2026
3.	Ref. 176/2022	Sher Singh	Registrar Shoolini University, Solan.	10	12-01-2026
4.	Ref. 19/2020	Pyar Chand	M/s Torrent Pharmaceuticals Ltd.	10	07-01-2026 & 12-01-2026
5.	Ref. 156/2021	Kamlesh	M/s Exicom Tele-Systems Ltd.	10	08-01-2026
6.	Ref. 182/2025	Pawan Kumar	The D.F.O. Shimla	10	13-01-2026
7.	Ref. 183/2025	Dharam Dass	The D.F.O. Shimla	10	13-01-2026
8.	Ref. 184/2025	Neema Devi	The D.F.O. Shimla	10	13-01-2026
9.	Ref. 25/2023	Om Parkash & Ors	M/s Baddi University of Emerging	10	16-01-2026

By order,

PRIYANKA BASU INGTY, IAS,
Secretary (Lab. Emp. & O.P.).

Ref. No. 18/2022

Ritesh Guleria

Versus

M/S Amar Ujala Ltd., Shimla & Anr.

02-01-2026

Present : Sh. H.R. Thakur, Ld. Csl. for the petitioner.

: Sh. Rahul Singh, Ld. Csl. for the respondent.

The case has been listed for evidence of the petitioner, however, at this stage, learned counsel for the petitioner has moved an application for withdrawing the present claim/reference, in view of the notification dated 22.12.2025 copy of which is annexed with the application and to file the fresh claim according of the proper reference made by the State Government. In view of the notification dated 22.12.2025, learned counsel for the respondent has given his no objection on the face of the application.

Statement of the learned counsel for the petitioner without oath has been recorded separately today in the Court in this regard.

Applicant is not interested to proceed further this claim in view of notification dated 22.12.2025. The perusal of the notification dated 22.12.2025 shows that the present notification no. LO/SML/ID/Majithia/30/2020-1026, dated 09.09.2021 has been withdrawn. Since, the present reference has been withdrawn by the State Government and in view of separate statement made by the learned counsel for the petitioner, application is allowed and this reference is dismissed as withdrawn. **Application be registered separately and tagged with the main case file.**

The statement of the learned counsel for the petitioner shall form part and parcel of this award. Let a copy of this award be communicated to the appropriate government for its publication in the official gazette. File, after competing be consigned to records.

Announced : 02-01-2026

Sd/-
(ANUJA SOOD),
Presiding Judge,
Labour Court, Shimla (H.P.).

**IN THE COURT OF ANUJA SOOD, PRESIDING JUDGE
HP INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, SHIMLA**

Reference No. : 175 of 2022

Instituted on : 20.05.2022

Decided on : 12.01.2026

Pradeep Kumar, s/o Sh. Ram Dayal, r/o Village Kotla, P.O. Sultanpur, Tehsil & District Solan, H.P.

..Petitioner.

VERSUS

The Registrar, Shoolini University, Tehsil & District Solan, H.P.

..Respondent.

Reference under Section 10 of the Industrial Disputes Act, 1947

For the petitioner : Sh. Surender Singh Chauhan, Adv.

For the respondent : Shri Arun K. Verma, Adv.

AWARD

The following reference was received for adjudication from the appropriate Government:—

“Whether the termination of services of Sh. Pradeep Kumar, s/o Sh. Ram Dayal, r/o Village Kotla, P.O. Sultanpur, Tehsil & District Solan, H.P. by the Registrar, Shoolini University, Tehsil & District Solan, H.P. w.e.f. 22-03-2020 without complying with the provisions of the Industrial Disputes Act, 1947 is legal and justified? If not, what relief

including reinstatement, seniority, amount of back wages, past service benefits and compensation the above aggrieved workman is entitled to from the above management/ employer?"

2. The facts as emerges from the statement of claim are that the petitioner was initially engaged as mason by the respondent university on dated 11.03.2014 on monthly salary of Rs. 7,500/-. Petitioner has completed more than 240 days in each calendar year, but his services were orally terminated on 11-03-2020 without assigning any reason. The action of the respondent university in orally terminating the services of the petitioner and retraining the junior persons is in violation of the principle of "last come first go" and university has also violated the mandatory provisions of the Industrial Disputes Act, 1947 (hereinafter to be referred as the Act) as neither any notice was served nor any compensation in lieu thereof was paid to the petitioner before terminating his services. It has been prayed through this claim that petitioner be reinstated in service with continuity, seniority along with full back wages. The claim is duly supported with an affidavit of Sh. Pradeep Kumar, petitioner.

3. Notice of this claim was sent to the respondent and in pursuance thereof the petition was contested by the respondent by filing reply wherein preliminary objections of suppression of material facts, the present claim petition is frivolous and fictitious, cause of action, locus standi and estoppel were taken. On merits, it was disputed that petitioner was engaged as mason on the monthly salary of Rs. 7,500/-. It was averred that the petitioner was engaged as carpenter's helper on daily wages basis in the university *w.e.f.* 01.07.2015 on prevailing daily wage rates. The petitioner from the beginning was irregular, careless and never discharged his duties honestly, as he remained absent every month for many days without any intimation or leave. Petitioner admitted his mistake in writing and assured not to repeat the same but in vain & ultimately he abandoned the job at his own on 01.03.2020 well before nationwide lockdown due to Covid 19 pandemic. The petitioner never turned up to join his duties even after the restrictions of Covid 19 were relaxed by the Government from time to time. Respondent has paid salary to all its employees during the lockdown period including daily waged workers who were regularly attending the work immediately prior to lockdown declaration by the government of India. The petitioner had abandoned the job at his own much prior to declaration of lockdown, as such petitioner is not entitled to any amount paid to other worker during lockdown period. The present claim has been filed just to grab the money from the respondent. It was disputed that the petitioner has completed 240 days in a calendar year. It was denied that the services of the petitioner were illegally terminated in violation of the mandatory provisions of the Act. It was reiterated that petitioner himself had abandoned the job and prayed for dismissal of the claim petition. The reply is duly supported with an affidavit of Sh. Sunil Puri, Registrar.

4. Petitioner filed rejoinder in which he denied the preliminary objections and reiterated the averments as made in the claim petition.

5. On the pleadings, this Court formulated the following issues on 03-04-2023.

1. Whether the termination of the services of petitioner by respondent *w.e.f.* 22-03-2020, without complying with the provisions of the Industrial Disputes Act, 1947, is illegal and unjustified? If yes, what relief the petitioner is entitled to? ..OPP.
2. Whether the claim petition is neither competent nor maintainable in the present form, as alleged? ..OPR.
3. Relief.

6. Thereafter, the parties to the lis were directed to adduce evidence in support of the issues so framed.

7. I have heard Ld. Counsel for the parties and have also perused the records of the case carefully.

8. For the reasons to be recorded hereinafter while discussing the issues for determination, my findings thereon are as under:

Issue No. 1	:	Partly, yes
Issue No. 2	:	No
Relief part of	:	Reference is partly answered in affirmative as per operative the Award.

REASONS FOR FINDINGS

ISSUE NO. 1

9. The onus to prove issue no.1 is on the petitioner.

10. Coming to evidence led by the petitioner, petitioner has stepped into the witness box as PW-1 and led his evidence by way of affidavit Ex. PW-1/A, which is just a reproduction of the averments as made in the petition.

11. During cross-examination, he deposed that he was engaged as carpenter with the respondent in the year 2014. He further deposed that the respondent maintains muster roll and his presence is marked in muster roll Ex. RX-1. He admitted that he was working as helper to the carpenter. He denied that he remained absent without intimation for many days. He further deposed that his salary was paid through his bank account. He denied that he left the job on 01.03.2020 and never turned up for duty. He admitted that he had filed a complaint before the Labour Inspector/ Conciliation Officer, Solan and thereafter respondent university had filed reply Ex. RX-2. He denied that he worked with the respondent as seasonal worker.

12. This is the entire evidence led by the petitioner.

13. In rebuttal, the respondent has examined Shri Rajesh Chaudhary, Superintendent of respondent university, as RW-1, who also led his evidence by way of affidavit Ex. RW-1/A, which is reproduction of the averments as made in the reply. He also placed on record his authority letter Ex. RW-1/B, application dated 24.03.2021 Ex. RX-2 and abstract of attendance register Ex. RX-1.

14. During cross-examination, he admitted that petitioner was engaged as a mason on 11.03.2014 in the respondent university on a monthly salary of Rs. 7,500/- and further admitted that petitioner is personally known to him. He also admitted that petitioner was discharging his duties diligently till he worked with the respondent university. He further admitted that petitioner had completed 240 days in each calendar year since 2014 and had completed 240 days in preceding 12 months from 11.03.2020. He admitted that no retrenchment notice or compensation was paid to the petitioner. He deposed that respondent never terminated the services of the petitioner. He denied that the principle of "last come first go" has been violated.

15. This is the entire evidence led by the respondent.

16. So far as the case of the petitioner is concerned, it stands established on record from the cross-examination of RW-1 that the petitioner was engaged as mason in the year 2014 and he worked up till 11-03-2020 with the respondent university. From the statement for RW-1, it also stands established that petitioner had completed 240 days in each calendar year since 2014 and had completed 240 days in preceding 12 months from 11-03-2020. In EX. RX-1, the designation of the petitioner is shown to be carpenter helper whereas RW-1 has admitted that he was working as mason. Ex. RX-1 also established on record that from January 2017 to February, 2020 petitioner was working regularly. After 29-02-2020 there is no mention in the muster roll whether the petitioner was on leave or whether he had left the job, as such, from the evidence which is available on record, it stands established that the petitioner had completed 240 days since 2014 in each calendar year and in the last preceding 12 months from 11-03-2020.

17. So far as, the plea regarding abandonment of job by petitioner on his own, is concerned, the same has not been proved by the respondent on record. It has been laid down by our own Hon'ble High Court in case titled as Narain Singh vs. The State of Himachal Pradesh & Ors., 2016 (3) Him L.R. 1875 that voluntary abandonment of work by a workman is required to be established by way of cogent and reliable evidence by the employer. Similarly, in case titled as State of Himachal Pradesh & another vs. Shri Partap Singh, 2017 (1) Him L.R. 286, it has been held by our own Hon'ble High Court that abandonment is not to be lightly presumed, but it has to be unequivocally proved by the employer. Simply because a workman fails to report for duty, it cannot be presumed that he has left/abandoned the job. Admittedly, no disciplinary proceedings were initiated against the petitioner by the respondent for his alleged willful absence from duty. Absence from duty is a serious misconduct and the principle of natural justice did require that some sort of a fact-finding inquiry was got conducted by the respondent. In the present case as it emerges from the evidence on record, so was not done by the respondent. Then, 'animus' to abandon, it is well settled, must necessarily be shown to exist, before a case of abandonment can be said to have been made out. No evidence of any such 'animus' on the part of the respondent is forthcoming in the present case. Thus, the plea of abandonment put forth by the respondent/employer is not established.

18. The petitioner has claimed that he had worked continuously with the respondent but respondent has terminated his services orally. No action has been initiated against the petitioner by way of any disciplinary action. Before, terminating the services of the petitioner, it was incumbent upon the respondent to have issued notice as provided in Section 25-F of the Act, which reads as under:—

"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 for such authority as may be specified by the appropriate Government by notification in the Official Gazette".*

19. So, in view of this enabling provision of the Act, no workman employed in any industry, who has been in “continuous service” for not less than one year, can be retrenched by the employer unless he has been given one month’s notice in writing indicating the reasons for retrenchment and that the period of notice has expired or the workman has been paid in lieu of such notice, wages for the period of notice, but the respondent has not complied with the provisions of Section 25-F of the Act and proceeded to terminate the services of the petitioner orally as such the termination of the petitioner from service *w.e.f.* 11.03.2020 is neither legal nor justified.

20. The other point which arises for consideration in this case is that as to whether there is any violation of Section 25-G of the *ibid* Act which reads as under:—

“25-G. Procedure for retrenchment.- *Where any workman in an industrial establishment, who is a citizen of India, is to be retrenched and she belongs to a particular category of workmen in that establishment, in the absence of any agreement between the employer and the workman in this behalf, the employer shall ordinarily retrench the workman who was the last person to be employed in that category, unless for reasons to be recorded the employer retrenches any other workman”.*

21. To invoke this provision, the workman is not required to prove that he had worked for 240 days preceding to the date of his termination, but it is sufficient for him to plead and prove that while terminating his services, the employer violated the rules of “last come first go”. The petitioner has not made any averment in the statement of claim and also did not utter a single word while appearing in the witness box that who are the newly engaged persons who were junior to him and when they joined the respondent university. Neither there is any evidence to establish on record that juniors have been retained by the respondent in violation of the provisions of Sections 25-G & 25-H of the Act nor there is anything on record to establish that the respondent has violated the principles of “last come first go”.

22. Now, the last question which has been raised by the petitioner through this claim petition is that he is not only entitled for reinstatement with seniority and continuity but also for back-wages. The petitioner in his statement of claim has not uttered even a single word that he is not gainfully employed, nor he in his evidence by way of affidavit Ex. PW-1/A, has deposed that since the date of his illegal termination, he is unemployed. It is settled that the entitlement of any employee to get re-instated does not necessarily and mechanically result in payment of full or partial back-wages which is independent of re-instatement and host of factors like the manner and method of selection and appointment, nature of appointment whether ad-hoc, short term, daily wage, temporary and permanent in character and length of service, which the workman had rendered with the employer, are required to be taken into consideration before passing any order for award of back-wages. This position was reiterated in **Kanpur Electricity Supply C. Ltd. Vs. Shamim Mirza (2009) 1 SCC 20** as well as in **Ritu Marbles Vs. Prabhakant Shukla (2010) 2 SCC 70**.

23. In the case in hand the petitioner has failed to show that he was not gainfully employed anywhere. In **Kendriya Vidyalaya Sangathan Versus S.C. Sharma (2005) SCC 363**, the Hon’ble Apex Court held that the question of determining the entitlement of a person to back wages is concerned, the employee has to show that he was not gainfully employed. The initial burden is on the employee to prove that. The Hon’ble Apex Court in **National Gandhi Musuem Vs. Sudhir Sharma (2-21) 12 SCC 439** has considered this aspect and held as under:—

“Whether an employee after dismissal from service was gainfully employed is something, which is within his special knowledge. Considering the principle incorporated in Section 106 of the Indian Evidence Act, the initial burden is on the

employee to come out with the case that he was not gainfully employed after the order of termination. It is a negative burden, however, in what manner the employee can discharge the said burden will depend upon peculiar facts and circumstances of each case. It all depends on the pleadings and evidence on record. Since it is a negative burden, in a given case, an assertion on oath by the employee that he was unemployed, may be sufficient compliance in the absence of any positive material brought on record by the employer.”

24. Coming to the case in hand, since the petitioner has failed to discharge the initial burden put on him to show that he is not gainfully employed anywhere after his illegal termination as such he is not entitled to any back-wages and accordingly issue no.1 is partly decided in favour of the petitioner.

ISSUE NO. 2

25. Now coming to issue no. 2, there is nothing on record that as to how this petition is not maintainable. The present reference petition has been sent to this Court by the appropriate Government for adjudication and the same is maintainable before this Court and since the services of the petitioner have been illegally terminated by the respondent without following the mandatory provisions of the Act and that too without conducting any enquiry. I find nothing wrong with this petition which is perfectly maintainable in the present form as such, issue no. 2 decided against the respondent.

RELIEF

26. In view of my aforesaid discussion, the claim filed by the petitioner succeeds and is hereby partly allowed. The respondent university is directed to re-engage the petitioner in service forthwith from 11-03-2020 with seniority and continuity but without any back-wages. The reference is answered in the aforesaid terms.

27. Let a copy of this award be communicated to the appropriate Government for publication in the official gazette. The file after due completion be tagged with the main case file.

Announced in the open Court today on this 12th day of January, 2026.

Sd/-
(ANUJA SOOD),
Presiding Judge,
Industrial Tribunal-cum-Labour Court,
Shimla (H.P.).

**IN THE COURT OF ANUJA SOOD, PRESIDING JUDGE
HP INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, SHIMLA**

Reference No.	: 176 of 2022
Instituted on	: 20-05-2022
Decided on	: 12-01-2026

Sher Singh, s/o Sh. Inder Singh Thakur, r/o Village Dharo Kharar, P.O. Kujji, Tehsil Pachhad, District Sirmaur, H.P. *..Petitioner.*

VERSUS

The Registrar, Shoolini University, Tehsil & District Solan, H.P. *..Respondent.*

Reference under Section 10 of the Industrial Disputes Act, 1947

For the petitioner : Shri Surender Singh Chauhan, Adv.

For the respondent : Shri Arun K. Verma, Adv.

AWARD

The following reference was received for adjudication from the appropriate Government:—

“Whether the termination of the services of Sh. Sher Singh, s/o Sh. Inder Singh Thakur, r/o Village Dharo Kharar, P.O. Kujji, Tehsil Pachhad, District Sirmaur, H.P. by the Registrar, Shoolini University, Tehsil & District Solan, H.P. w.e.f. 16-03-2020 without complying with the provisions of the Industrial Disputes Act, 1947, is legal and justified? If not, what relief including reinstatement of the services, seniority, amount of back wages, past service benefits and compensation the above aggrieved workman is entitled to from the above management/ employer?”

2. The facts as emerges from the statement of claim are that the petitioner was initially engaged as mason by the respondent university in the year 2014 on monthly salary of Rs. 7,500/-. Petitioner has completed more than 240 days in each calendar year, but his services were orally terminated on 19-03-2020 without assigning any reason. The action of the respondent university in orally terminating the services of the petitioner and retraining the junior persons is in violation of the principle of “last come first go” and university has also violated the mandatory provisions of the Industrial Disputes Act, 1947 (hereinafter to be referred as the Act) as neither any notice was served nor any compensation in lieu thereof was paid to the petitioner before terminating his services. It has been prayed through this claim that petitioner be reinstated in service with continuity, seniority along with full back wages. The claim is duly supported with an affidavit of Sh. Sher Singh, petitioner.

3. Notice of this claim was sent to the respondent and in pursuance thereof the petition was contested by the respondent by filing reply wherein preliminary objections of suppression of material facts, the present claim petition is frivolous and fictitious, cause of action, locus standi and estoppel were taken. On merits, it was disputed that petitioner was engaged as mason on the monthly salary of Rs. 7,500/-. It was averred that the petitioner was engaged as carpenter’s helper on daily wages basis in the university w.e.f. 01.06.2014 on prevailing daily wage rates. The petitioner from the beginning was irregular, careless and never discharged his duties honestly, as he remained absent every month for many days without any intimation or leave. Petitioner admitted his mistake in writing and assured not to repeat the same but in vain & ultimately he abandoned the job at his own on 15.03.2020 well before nationwide lockdown due to Covid 19 pandemic. The petitioner never turned up to join his duties even after the restrictions of Covid 19 were relaxed by the Government from time to time. Respondent has paid salary to all its employees during the lockdown period including daily waged workers who were regularly attending the work immediately prior to lockdown declaration by the government of India. The petitioner had abandoned the job at his own much prior to declaration of lockdown, as such petitioner is not

entitled to any amount paid to other workers during lockdown period. The present claim has been filed just to grab the money from the respondent. It was disputed that the petitioner has completed 240 days in a calendar year. It was denied that the services of the petitioner were illegally terminated in violation of the mandatory provisions of the Act. It was reiterated that petitioner himself had abandoned the job and prayed for dismissal of the claim petition. The reply is duly supported with an affidavit of Sh. Sunil Puri, Registrar.

4. Petitioner filed rejoinder in which he denied the preliminary objections and reiterated the averments as made in the claim petition.

5. On the pleadings, this Court formulated the following issues on 03-04-2023.

1. Whether the termination of the services of petitioner by respondent *w.e.f.* 22-03-2020, without complying with the provisions of the Industrial Disputes Act, 1947, is illegal and unjustified? If yes, what relief the petitioner is entitled to? ..*OPP.*

2. Whether the claim petition is neither competent nor maintainable in the present form, as alleged? ..*OPR.*

3. Relief.

6. Thereafter, the parties to the lis were directed to adduce evidence in support of the issues so framed.

7. I have heard Ld. Counsel for the parties and have also perused the records of the case carefully

8. For the reasons to be recorded hereinafter while discussing the issues for determination, my findings thereon are as under:—

Issue No. 1 : Partly, yes

Issue No. 2 : No

Relief : Reference is partly answered in affirmative as per operative part of the Award.

REASONS FOR FINDINGS

ISSUE NO. 1

9. The onus to prove issue no. 1 is on the petitioner.

10. Coming to evidence led by the petitioner, petitioner has stepped into the witness box as PW-1 and led his evidence by way of affidavit Ex. PW-1/A, which is just a reproduction of the averments as made in the petition.

11. During cross-examination, he deposed that he was engaged as carpenter with the respondent. He admitted that the respondent maintains muster roll and his presence is mark in the muster roll Ex. RX-1. He admitted that he was working as helper to the carpenter. He stated that he

had written application dated 23.08.2017 to the director of the respondent university when his service conditions were changed. He admitted his signatures on Ex. RX-3 and Ex. RX-4, but stated that his signatures were obtained under threat with intention to throw him out. He denied that he was habitual absentee from duty. He further deposed that his salary was paid through his bank account. He denied that he left the job on 15.03.2020 and never turned up for duty. He deposed that on 19.03.2020 he was not allowed to join his duty. He deposed that he had received salary for 15 days in the month of March. He admitted that he had filed a complaint before the Labour Inspector/ Conciliation Officer, Solan and thereafter respondent university had filed reply Ex. RX-5. He denied that he worked with the respondent as seasonal worker.

12. This is the entire evidence led by the petitioner.

13. In rebuttal, the respondent has examined Shri Rajesh Chaudhary, Superintendent of respondent university, as RW-1, who also led his evidence by way of affidavit Ex. RW-1/A, which is reproduction of the averments as made in the reply. He also placed on record his authority letter Ex. RW-1/B, application dated 24.03.2021 Ex. RX-5, abstract of attendance register Ex. RX-1 and applications to the university Ex. RX-2 to Ex. RX-4

14. During cross-examination, he admitted that petitioner was engaged as a mason in the year 2014 in the respondent university on a monthly salary of Rs. 7,500/- and further admitted that petitioner is personally known to him. He also admitted that petitioner was discharging his duties diligently till he worked with the respondent university. He further admitted that petitioner had completed 240 days in each calendar year since 2014 and had completed 240 days in preceding 12 months from 19.03.2020. He admitted that no retrenchment notice or compensation was paid to the petitioner. He deposed that respondent never terminated the services of the petitioner. He denied that the principle of “last come first go” has been violated.

15. This is the entire evidence led by the respondent.

16. So far as the case of the petitioner is concerned, it stands established on record from the cross-examination of RW-1 that the petitioner was engaged as mason in the year 2014 and he worked up till 19-03-2020 with the respondent university. From the statement for RW-1, it also stands established that petitioner had completed 240 days in each calendar year since 2014 and had completed 240 days in preceding 12 months from 19-03-2020. In EX. RX-1, the designation of the petitioner is shown to be carpenter helper whereas RW-1 has admitted that he was working as mason. Ex. RX-1 also established on record that in the year 2019 from June to December, petitioner was working almost regularly and he had worked for 16 days in the month of January 2020, 29 days in the month of February 2020 and 13 days in the month of March, 2020. After 21-03-2020 there is no mention in the muster roll whether the petitioner was on leave or whether he had left the job, as such, from the evidence which is available on record, it stands established that the petitioner had completed 240 days since 2014 in each calendar year and in the last preceding 12 months from 19-03-2020.

17. So far as, the plea regarding abandonment of job by petitioner on his own, is concerned, the same has not been proved by the respondent on record. It has been laid down by our own Hon'ble High Court in case titled as Narain Singh vs. The State of Himachal Pradesh & Ors., 2016 (3) Him L.R. 1875 that voluntary abandonment of work by a workman is required to be established by way of cogent and reliable evidence by the employer. Similarly, in case titled as State of Himachal Pradesh & another vs. Shri Partap Singh, 2017 (1) Him L.R. 286, it has been held by our own Hon'ble High Court that abandonment is not to be lightly presumed, but it has to be unequivocally proved by the employer. Simply because a workman fails to report for duty, it cannot be presumed that he has left/abandoned the job. Admittedly, no disciplinary proceedings

were initiated against the petitioner by the respondent for his alleged willful absence from duty. Absence from duty is a serious misconduct and the principle of natural justice did require that some sort of a fact-finding inquiry was got conducted by the respondent. In the present case as it emerges from the evidence on record, so was not done by the respondent. Then, 'animus' to abandon, it is well settled, must necessarily be shown to exist, before a case of abandonment can be said to have been made out. No evidence of any such 'animus' on the part of the respondent is forthcoming in the present case. Thus, the plea of abandonment put forth by the respondent/employer is not established.

18. Much reliance was placed on Ex. RX-2 and Ex. RX-3, but these documents are not enough to justify the oral termination of the petitioner without holding any enquiry in the matter as stated through Ex. RX-2 and Ex. RX-3.

19. The petitioner has claimed that he had worked continuously with the respondent but respondent has terminated his services orally. No action has been initiated against the petitioner by way of any disciplinary action. Before, terminating the services of the petitioner, it was incumbent upon the respondent to have issued notice as provided in Section 25-F of the Act, which reads as under:—

“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 for such authority as may be specified by the appropriate Government by notification in the Official Gazette”.*

20. So, in view of this enabling provision of the Act, no workman employed in any industry, who has been in “continuous service” for not less than one year, can be retrenched by the employer unless he has been given one month's notice in writing indicating the reasons for retrenchment and that the period of notice has expired or the workman has been paid in lieu of such notice, wages for the period of notice, but the respondent has not complied with the provisions of Section 25-F of the Act and proceeded to terminate the services of the petitioner orally as such the termination of the petitioner from service w.e.f. 19-03-2020 is neither legal nor justified.

21. The other point which arises for consideration in this case is that as to whether there is any violation of Section 25-G of the ibid Act which reads as under:—

“25-G. Procedure for retrenchment.- *Where any workman in an industrial establishment, who is a citizen of India, is to be retrenched and she belongs to a particular category of workmen in that establishment, in the absence of any agreement between the employer and the workman in this behalf, the employer shall ordinarily retrench the workman who was the last person to be employed in that category, unless for reasons to be recorded the employer retrenches any other workman”.*

22. To invoke this provision, the workman is not required to prove that he had worked for 240 days preceding to the date of his termination, but it is sufficient for him to plead and prove that while terminating his services, the employer violated the rules of “last come first go”. The petitioner has not made any averment in the statement of claim and also did not utter a single word while appearing in the witness box that who are the newly engaged persons who were junior to him and when they joined the respondent university. Neither there is any evidence to establish on record that juniors have been retained by the respondent in violation of the provisions of Sections 25-G & 25-H of the Act nor there is anything on record to establish that the respondent has violated the principles of “last come first go”.

23. Now, the last question which has been raised by the petitioner through this claim petition is that he is not only entitled for reinstatement with seniority and continuity but also for back-wages. The petitioner in his statement of claim has not uttered even a single word that he is not gainfully employed, nor he in his evidence by way of affidavit Ex. PW-1/A, has deposed that since the date of his illegal termination, he is unemployed. It is settled that the entitlement of any employee to get re-instated does not necessarily and mechanically result in payment of full or partial back-wages which is independent of re-instatement and host of factors like the manner and method of selection and appointment, nature of appointment whether ad-hoc, short term, daily wage, temporary and permanent in character and length of service, which the workman had rendered with the employer, are required to be taken into consideration before passing any order for award of back-wages. This position was reiterated in **Kanpur Electricity Supply C. Ltd. Vs. Shamim Mirza (2009) 1 SCC 20** as well as in **Ritu Marbles Vs. Prabhankant Shukla (2010) 2 SCC 70**.

24. In the case in hand the petitioner has failed to show that he was not gainfully employed anywhere. In **Kendriya Vidyalaya Sangathan Versus S.C. Sharma (2005) SCC 363**, the Hon’ble Apex Court held that the question of determining the entitlement of a person to back wages is concerned, the employee has to show that he was not gainfully employed. The initial burden is on the employee to prove that. The Hon’ble Apex Court in **National Gandhi Musuem Vs. Sudhir Sharma (2-21) 12 SCC 439** has considered this aspect and held as under:—

“Whether an employee after dismissal from service was gainfully employed is something, which is within his special knowledge. Considering the principle incorporated in Section 106 of the Indian Evidence Act, the initial burden is on the employee to come out with the case that he was not gainfully employed after the order of termination. It is a negative burden, however, in what manner the employee can discharge the said burden will depend upon peculiar facts and circumstances of each case. It all depends on the pleadings and evidence on record. Since it is a negative burden, in a given case, an assertion on oath by the employee that he was unemployed, may be sufficient compliance in the absence of any positive material brought on record by the employer.”

25. Coming to the case in hand, since the petitioner has failed to discharge the initial burden put on him to show that he is not gainfully employed anywhere after his illegal termination as such he is not entitled to any back-wages and accordingly issue no.1 is partly decided in favour of the petitioner.

ISSUE NO. 2

26. Now coming to issue no. 2, there is nothing on record that as to how this petition is not maintainable. The present reference petition has been sent to this Court by the appropriate Government for adjudication and the same is maintainable before this Court and since the services

of the petitioner have been illegally terminated by the respondent without following the mandatory provisions of the Act and that too without conducting any enquiry. I find nothing wrong with this petition which is perfectly maintainable in the present form as such, issue no. 2 decided against the respondent.

RELIEF

27. In view of my aforesaid discussion, the claim filed by the petitioner succeeds and is hereby partly allowed. The respondent university is directed to re-engage the petitioner in service forthwith from 19.03.2020 with seniority and continuity but without any back-wages. The reference is answered in the aforesaid terms.

28. Let a copy of this award be communicated to the appropriate Government for publication in the official gazette. The file after due completion be tagged with the main case file.

Announced in the open Court today on this 12th day of January, 2026.

Sd/-
(ANUJA SOOD),
Presiding Judge,
Industrial Tribunal-cum-Labour Court,
Shimla (H.P.).

IN THE COURT OF ANUJA SOOD, PRESIDING JUDGE HP INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, SHIMLA

Reference Number	:	19 of 2020
Instituted on	:	17-02-2019
Preliminary Issue Framed on	:	12-01-2022
Decided on	:	07-01-2026

Pyar Chand s/o Shri Jaspal Singh R/o Village Thathar P.O. Trpal, Tehsil Dehra District Kangra, H.P. (since deceased) Through Legal heirs.

1. Smt. Sapna Kumar W/o late Shri Pyar Chand.
2. Master Aryan (minor son) of deceased petitioner.
3. Veena Devi W/o Jaspal Singh (Mother).

All r/o Village Thathar P.O. Trpal, Tehsil Dehra District Kangra, H.P. ..*Petitioners.*

VERSUS

The Factory Manager M/s Torrent Pharmaceuticals Ltd., Village Bhud-Makhnu Majra, Tehsil Baddi, District Solan, H.P. ..*Respondent.*

Reference under section 10 of the Industrial Disputes Act, 1947

For the Petitioner : Shri R.K Khidtta, Advocate

For the Respondent : Shri Rajeev Sharma, Advocate

ORDER

This order shall dispose off the preliminary issue, as framed by my Learned Predecessor on 12-01-2022, in view of law laid down by **Hon'ble Apex Court in Cooper Engineering Limited Vs. Sh. P.P Mundhe 1975 SCC (L&S) 443 and Delhi Cloth and General Mills Co. Vs. Ludh Budh Singh (1972) 1 SCC 595**, which reads as under:—

1. Whether the domestic enquiry conducted against the petitioner by the respondent is fair and proper? ..*OPR.*
2. Relief :

2. Briefly stated facts as it emerges from the statement of claim are that the petitioner (since deceased and hereinafter to be referred as petitioner) had commenced his service career with the respondent company as packer *w.e.f.* 08-05-2006 and had remained in the employment of respondent till 20-11-2018 continuously and thereafter his services have been dismissed after conducting improper and illegal enquiry due to his joining of Trade Unionism. The petitioner along-with other co-workers served a request letter dated 12-10-2018 on the respondent with regard to the formation of union. The letter was duly received by the respondent company and after receiving the letter, the respondent company became inimical towards the petitioner and other workers and started harassing the workers on one pretext or other. The petitioner was called by the official of the respondent company in the office room where he was asked to sign one letter which was transfer order of the petitioner. The petitioner requested the respondent management to allow him to go through the contents of the letter, but he was not allowed to read the contents of the letter and when the petitioner refused to receive the letter, he was pressurized by the respondent to put his signatures on the letter and immediately thereafter the petitioner was served with chargesheet-*cum*-suspension letter dated 20-11-2018. Petitioner was transferred from Bhud-Makhnu Majra, Baddi to Ahmedabad (Gujrat) *w.e.f.* 21-11-2018 without any reason and with intention to terminate his services illegally. The suspension order is totally illegal and is against the principles of natural justice. Petitioner received the chargesheet-*cum*-suspension letter from the respondent and filed detailed reply to the chargesheet whereby he denied all the allegations levelled against him being false and baseless, but the respondent company decided to conduct domestic enquiry against the petitioner and appointed one Shri Hardesh Sharma, Advocate who remained associated with the respondent since 2015 and has represented the company in many cases against the workers and not only this, the enquiry officer is also son of Counsel of respondent company in this case. Both father and son are in the same profession. Enquiry officer had not conducted the enquiry in fair and proper manner and has given enquiry report as per the wishes of the respondent management. Enquiry officer started the enquiry in his personal room under the surveillance of CCTV Camera and did not explain the procedure adopted during the course of enquiry and favoured the respondent company. Enquiry officer had suggested the representative of the respondent company to ask certain questions from witness(es). The petitioner though gave in writing to change the enquiry officer, but the request of the petitioner was not accepted. Certified copy of standing orders was not supplied to the petitioner as such he could not defend his case. No defence assistant was allowed to petitioner as such he has not led his evidence properly. After conclusion of the enquiry, the petitioner was asked to file his comments to 2nd show cause notice which he accordingly filed, but the services of the petitioner were terminated and sum of `36,716/- was deposited in the account of the petitioner.

Enquiry officer has travelled beyond the charges levelled against the petitioner. After receiving the termination notice, petitioner raised demand notice and after failure of conciliation proceedings the reference was sent to this Court. The transfer of the petitioner from Baddi to Ahemdabad is totally illegal as the same has been issued to break the union of the workers and since the enquiry has not been conducted properly, the termination of the petitioner is liable to be set aside. Petitioner has prayed that the enquiry report be set aside and his termination dated 14-02-2019 be quashed and set aside. Petitioner be reinstated in service with all consequential service benefits along-with full back-wages. Petitioner has also prayed for litigation cost amounting to ` 50,000/- and ` 5,00,000/- as damages for the mental as well as financial harassment caused to the petitioner. The claim is duly supported with an affidavit of Shri Pyar Chand (Petitioner)

3. The lis was resisted and contested by the respondent on filing reply inter-alia raising preliminary objections of maintainability, petitioner has not approached the Court with clean hands, reference was not legal. Additional plea was also taken that the petitioner had indulged into grave misconduct during the course of employment as such he was chargesheeted, enquiry was conducted, petitioner was informed about the appointment of enquiry officer and enquiry officer conducting the enquiry as per certified standing orders and as per the principles of natural justice in a lawful manner. On merits, it was not disputed that the petitioner was engaged as packer by the respondent company *w.e.f.* 8-5-2006 and had worked uptill 20-11-2018. The respondent took the defence that the petitioner indulged into grave misconduct and he was chargesheeted vide chargesheet dated 20-11-2018. Enquiry was conducted as per certified standing orders and as per principles of natural justice. Petitioner was called upon to reply the chargesheet within 48 hours, but he failed to reply the same and thereafter the enquiry was conducted which is fair and proper and since the charges against the petitioner stood proved, after issuance of 2nd show cause notice his services were dismissed by paying full and final amount of ` 36716/- and gratuity amount of ` 88074/- was also paid to the petitioner by the respondent. All the allegations levelled by the petitioner of biasness and victimization were denied. It was claimed that the transfer of the petitioner was ordered as per the terms and conditions of appointment letter and as per clauses of certified standing orders. Petitioner himself has admitted that he did not join at the transferred place. Enquiry officer is an independent practicing lawyer at Nalagarh and claimed that the petitioner was legally transferred to Ahmdabad. All the allegations levelled by the petitioner are afterthought. Petitioner failed to obey the lawful orders of transfer and further showed his adamancy by not joining at transferred place and prayed for the dismissal of the claim petition.

4. Petitioner filed rejoinder in which he denied the preliminary objections as taken by the respondent and reiterated the case as set up in the claim petition.

5. As has been discussed supra that vide order dated 12.01.2022, in the light of the judgment delivered by the Hon'ble Apex Court, in case titled as **Cooper Engineering Limited Vs. Sh. P.P Mundhe 1975 SCC (L&S) 443 and Delhi Cloth and General Mills Co. Vs. Ludh Budh Singh (1972) 1 SCC 595**, this Court framed the following preliminary issue:—

1. Whether the domestic enquiry conducted against the petitioner by the respondent is fair and proper? ..OPR.
2. Relief:

6. Thereafter, the parties to the lis were directed to adduce evidence in support of the issues so framed. The respondent has examined S/Shri Moumen Maiti, Factory Manager of respondent company as RW-1 and Hardesh Sharma, Enquiry Officer as RW-2. Whereas the petitioner examined himself as PW-1.

7. I have heard the Ld. Counsel for the parties and have also gone through the record of the case carefully.

8. For the reasons to be recorded hereinafter while discussing the issues for determination, my findings thereon are as under:—

Issue No. 1 : Yes.

Relief : As per operative part of the order/ Award.

REASONS FOR FINDINGS

ISSUES NO. 1

9. The onus to prove issues no.1 is on the respondent.

10. Coming to evidence led by the respondent, respondent has examined Shri Soumen Maiti, Factory Manager as RW-1, who led his evidence by way of affidavit Ex. RW-1/A, which is just a reproduction of averments as made in the reply. He also tendered in evidence Chargesheet Ex. R-1, letter dated 27-11-2018 Ex. R-2, letter dated 3-12-2018 Ex. R-3, appointment of enquiry officer Ex. R-4, representing officer letter Ex. R-5, 2nd show cause notice Ex. R-6, reply to show cause notice Ex. R-7, dismissal letter Ex. R-8, demand notice Ex. R-9 and reply to demand notice Ex. R-10.

11. During cross-examination he admitted that the petitioner was engaged as attendant *w.e.f.* 08-05-2006 and had worked continuously till 2018. He deposed that the petitioner had committed major misconduct by not reporting to the transferred place. He admitted that except for exigency of work, no other reason for transfer was mentioned. Self-stated that the transfer order was issued in line with appointment letter and certified standing orders. He denied that the respondent transferred its employee without any reason, but explained that it was prerogative of management/employee decision. He denied that the petitioner and other workmen had formed the union on 12-10-2018 about which information was also sent to the respondent. He denied that the enquiry officer is associated with the company. He further denied that the enquiry officer was appointed as management representative vide letter dated 3-7-2015. He expressed his ignorance that Shri Hardesh Sharma is son of respondent counsel Shri Rajeev Sharma. He denied that the enquiry was not conducted fairly and as per the principles of natural justice as he was not present in the enquiry. He also denied that the petitioner was transferred just to break the union. He denied that proper and fair enquiry was not conducted.

12. The other witness examined by the respondent is Shri Hardesh Sharma, Enquiry Officer, who stepped into the witness box as RW-2 and led his evidence by way of affidavit Ex. RW-2/A, wherein he deposed that he was appointed as enquiry officer by the respondent company to hold a domestic enquiry in the chargesheet being issued to the petitioner for major misconduct. After appointment as enquiry officer, he issued notice in writing to the petitioner to join the enquiry proceedings which were to be conducted at Shop No. 23, Municipal Complex, Ward No.7, Nalagarh, District Solan, H.P. He deposed that he conducted the enquiry as per certified standing orders and principles of natural justice. He further deposed that on the first sitting he explained the procedure of the enquiry to the petitioner and the representative of the respondent and full opportunity was given to the petitioner to produce any person to defend his case. Full opportunity to cross-examine the witnesses of the management was provided to him and the copies of the statement of witnesses and the proceedings were supplied to the petitioner on the same day. After closure of evidence by the parties, he filed his report to the management. He also tendered in evidence notice Ex. R-11, copy of proceedings, copies of statement of witnesses and documents Ex. R-12, enquiry report Ex. R-13 and certificate under Section 65-B Ex. R-14.

13. During cross-examination, he admitted that he was representing the respondent company in the year 2015, but denied that he is linked with the company since 2015. He admitted that he had conducted the enquires of the respondent company after 2015. He further admitted that the enquiry proceedings were conducted in his office at Nalagarh. He also admitted that CCTV cameras were installed during the enquiry proceedings. Self-stated the same was installed at the request of the workers. He deposed that the procedure was explained to the worker on the first day of the proceeding. He denied that there is no detail mentioned in the zemini order of the enquiry proceedings regarding the procedure to be adopted for conducting enquiry. He further denied that he had not followed the principal of natural justice and conducted the enquiry at his own. He denied that the documents as demanded by the workers were not supplied to them. He denied that the workers had written a letter to him for change of enquiry officer. He further denied that the petitioner was not allowed to engage a defence assistant. He also denied that his report is not based on the issues addressed to him by the management. He denied that the report was prepared at the instance of the company. He deposed that the charge sheet is based on the allegation found mentioned in the certified standing order, copy of which is part of the charge-sheet. He denied that he had put the questions to the witnesses at his own. He further denied that he used to record the version favourable to the company and used to ignore the version which favoured the workers. He denied that the petitioner was not allowed to examine the defence witnesses. He denied that no allegation was proved in the enquiry. He also denied that he had not conducted the enquiry fairly and as per the principal of the natural justice.

14. This is the entire evidence which has been led by the respondent.

15. In order to rebut the evidence of the respondent, the petitioner stepped into the witness box as PW-1 and tendered in evidence his affidavit Ex. PW-1/A, which is just a reproduction of averments as made in the claim petition. He also tendered in evidence letter dated 12-10-2018 Mark PX, transfer letter dated 20-11-2018 Ex.PW-1/B, charge sheet dated 20-11-2018 Ex-PW-1/C, appointment of enquiry officer Ex-PW-1/D, list of witnesses filed by Sh. Haradesh Sharma MR dated 03.07.2015 Mark-PX-1, letter to change the enquiry officer Mark-Px-2, second cause notice Ex-PW-1/E, reply to show cause notice Ex. PW-1/F, Enquiry report is Ex. R/2 and demand notice Ex. PW-1/H.

16. During cross-examination he admitted that he was ordered to be transferred to Ahmdabad. He denied that he had not received the transfer order intentionally. He further denied that he did not file the reply to the charge-sheet within the stipulated period. He admitted that the company appointed the enquiry officer. He further admitted that the enquiry officer issued notice to him for appearance in the enquiry and he participated in the enquiry. He admitted that he did not join at the transferred place. He further admitted that the procedure was explained to him before conducting the enquiry. He also admitted that the cross-examination of the management witnesses was conducted by him and he also examined defence witnesses in the enquiry and also produce documents in his favour. He deposed that his statement was recorded but explained that his true version was not recorded by the enquiry officer. He admitted his signatures on statement. He admitted the copy of proceedings and statements of witnesses were supplied to him on same day. He denied that there is no registered Trade Union in the Factory, registered with H.P. Government. He admitted that conciliation was tried on demand notice by the conciliation officer. He denied that he was asked before the Labour Officer to join at transferred place. Self-stated the company had offered him compensation of Rs. 25 lacs for leaving the union. He denied that the enquiry was conducted as per certified standing order and in accordance with the principal of natural justice. He deposed that second show cause notice was issued to him which was replied by him.

17. This is the entire evidence which has been led by the petitioner.

18. At the very inception it would appropriate to note that the word “misconduct” is a generic term while insubordination, neglect to work etc., are species thereof. Misconduct means which arises from ill motive. However, the acts of negligence, error of innocent mistake or act done bonafide mistake do not constitute such misconduct. In industrial jurisprudence amongst others, habitual or gross negligence constitutes misconduct but in one case in the absence of standing orders governing the employee’s under taking, unsatisfactory work was treated as misconduct. The concept of misconduct in employee and employer relationship is based upon the nature and relationship itself and implied and express condition of service. However, it was depended upon each fact and circumstances of the case. In fact, any breach of any express and implied duty on the part of the employee, unless it be trifling nature would be a misconduct. It arises if a person does what he should not have done and does not do what he should have done or any un-business-like conduct including negligence or want of necessary care and caution. The misconduct is doing something or omitting to do something which is wrong to do or omit whereas the person who is guilty of the act or the omission knows that the act which he is doing or that which he is omitting to do, is a wrong thing to do or omit. The terms misconduct also includes neglect of duties.

19. Coming to the case in hand, the first and foremost question which was raised by the Ld. Counsel for the petitioner is that the enquiry has not been conducted in fair and proper manner. The documents which were relied by the management were not supplied to the workman nor he was provided fair opportunity to cross-examine the management witnesses nor any opportunity to engage a defence assistant was allowed to the petitioner. It was further argued that the petitioner was also not granted fair opportunity to lead evidence in defence. Ld. Counsel also argued that the enquiry officer is a biased person who had represented the respondent company in several cases as Counsel and he was pre-determined to give findings against the petitioner in the enquiry proceedings. The procedure of the enquiry was also not explained to the petitioner.

20. So far as these pleas of the petitioner are concerned, the respondent has examined enquiry officer as RW-2 who has placed on record notice dated 03-12-2018 Ex. R-11, copy of proceedings, copies of statement of witnesses and documents Ex. R-12 and enquiry report Ex. R-13, which clearly established on record that the enquiry officer had issued notice to the petitioner to appear in the enquiry on 3-12-2018 by mentioning the date, time and place of enquiry. From the proceedings, it is clear that the petitioner had appeared before the enquiry officer and from the respondent side Shri Jagdish Chander had appeared as management representative. Petitioner was given an opportunity to engaged his co-worker as defence assistant to defend his case, but the petitioner had refused to engage a defence assistant and had submitted letter in this regard to the enquiry officer that he would defend his case at his own. Moreover, during cross-examination, the petitioner himself has admitted this fact that the procedure of the enquiry was explained to him before conducting the enquiry and he had cross-examined the witnesses of the respondent management. The petitioner has also admitted during cross-examination that his statement was recorded. Though, the petitioner has stated that his signatures were obtained on statement without his consent, however, the petitioner never agitated before any authority that his signatures were obtained without his consent. The petitioner has also admitted during cross-examination that day to day proceedings of enquiry were supplied to him on the same day and he was subjected to enquiry for not joining at transferred place. From the cross-examination of the petitioner, it is clear that the petitioner had participated in the enquiry proceedings without any demure whatsoever nor the petitioner mentioned anywhere that the documents which were required by him were not supplied to him as such the petitioner at this stage cannot claim any prejudice caused to him during enquiry proceedings. On this count, the petitioner himself has admitted that he was given opportunity to lead his evidence and his statement was recorded and his documents were also considered. Though, the petitioner has taken the plea that he had written a letter to the management for change of enquiry officer, but this witness has not produced on record such letter in accordance with law nor this letter was put to the management representative nor any such letter was submitted to the

enquiry officer as such on the basis of this letter it cannot be held that any prejudice has been caused to the petitioner during enquiry proceedings conducted by the enquiry officer.

21. In view of the discussion made above, the plea raised by the petitioner that prejudice has been caused to him or that he was discriminated at any point of time during the enquiry proceedings or there was any violation of principles of natural justice has not been established on record. From the perusal of enquiry proceedings, it is clear that day to day signed enquiry proceedings were supplied to the petitioner on the same day and he was afforded opportunity to defend his case properly before the enquiry officer, and the petitioner himself had refused to engage a defence assistant. The enquiry officer concluded the enquiry and submitted his report before the management of respondent.

22. It was also argued by the learned Counsel for the petitioner that an Advocate was appointed as an enquiry officer, who was representing the respondent in some other cases and was also paid charges for conducting enquiry by the respondent, however, in view of law laid down in **(1964) SCC online SC-9, (1973) SCC 259, (2008) 7 SCC 639, (2009) 10 SCC- 32 and (2012) LLR 732, Bombay High Court**, there is no bar for the Lawyer or Advocate even earlier appearing or defending matters on behalf of company to be appointed as an Enquiry Officer. Ld. Counsel for the petitioner has placed reliance on the judgment in case titled as **Tajmehal Hotel Vs. Industrial tribunal 1 Government of NCT of Dehli and Ors., 2015 LLR 1129** and on the strength of this authority, Ld. counsel for the petitioner had argued that since the enquiry officer had also represented the respondent management in other cases and had conducted enquiries in some other cases also which fact has been admitted by RW-2, he cannot be said to be neutral/independent enquiry officer as such the enquiry itself get vitiated.

23. So far as this judgment, as cited by the Ld. Counsel for the petitioner is concern, in that case the Hon'ble High Court had observed that the enquiry as conducted by the enquiry officer who had conducted about fifty enquires against the workers and he had also been appearing in the conciliation proceedings before the concerned authorities, representing the management in Labour Courts and was a regular consultant & Advocate for respondent management. Apart from this he was authorized to represent the management in the industrial disputes with the petitioner immediately after conducting enquiry. However, coming to the case in hand there is no evidence on record that the enquiry officer had represented the management in this dispute before any authority or Tribunal. Simply because the enquiry officer was representing the respondent company in the year 2015 and had conducted some enquiries for the respondent company would not make enquiry officer a biased person. **The Hon'ble Supreme Court in case titled as Biecco Lawrie Ltd., & Anr. Vs. State of West Bengal & Anr., Cuvil Appeal no. 245 of 2007 decided on 28-07-2009** has held that mere presumption of bias cannot be sustained on the sole ground that the officer was a part of the management and where findings of the Enquiry Officer were based on evidence and were not perverse, the mere fact that the inquiry was conducted by an officer of the management would not vitiate the inquiry. Relevant portions of the judgment are reproduced as under:—

“12. Let us first delve into the most crucial question raised in this appeal, i.e. : whether there was violation of principle of natural justice. Principle of natural justice is attracted whenever a person suffers a civil consequence or a prejudice is caused to him by an administrative action. In other words principle of natural justice is attracted where there is some right which is likely to be affected by any act of the administration including a legitimate expectation. (See: Ashoka Smokeless Coal India (P) Ltd. v. Union of India & Ors. [(2007) 2 SCC 640] The procedure to be followed is not a matter of secondary importance and in the broadest sense natural justice simply indicates the sense of what is right and wrong (Voinet v. Barrett (1885) 55 LJQB 39) and even in its technical sense it is now often equated with fairness. As a well-defined concept, it

comprises of two fundamental rules of fair procedure that- a man may not be a judge in his own cause (*nemo iudex in re sua*) and that a man's defence must always be fairly heard. Judgments dealing with the administrative decisions proceed on the footing that the presence of bias means the tribunal is improperly constituted so that it has no power to determine or decide the case and accordingly its decision must be void and a nullity. Generally, the courts pass a declaratory judgment stating that the award is a nullity and secondly, they may send it back to the authority to decide the matter afresh. The instant case might appear to be a case of departmental bias as it is persistently lodged by the respondent that the Enquiry Officer was biased being a company lawyer and had favoured the company in causing miscarriage of justice. Departmental bias arises when the functions of a Judge and the prosecutor are combined in the same department as it is not uncommon to find that the same department which initiates the matter also decides it, therefore, at times, departmental fraternity and loyalty militates against the concept of fair hearing. In *Hari Khemu Gawali v. The Deputy Commissioner of Police* [AIR 1956 SC 559] an externment order was challenged on the ground that since the police department which heard and decided the case was the same, the element of departmental bias vitiated administrative action and this Court rejected the challenge on the ground that so long as two functions (initiation and decision) were discharged by two separate officers, though they were affiliated to the same department, there was no bias. In *The General Secretary, South Indian Cashew Factories Workers' Union v. The Managing Director, Kerala State Cashew Development Corporation Ltd. and Ors.* [(2006) 5 SCC 201], it was held that the inquiry had been conducted by the Assistant Personnel Manager of the Corporation and the Union raised an industrial dispute in which Labour Court set aside the inquiry on the ground of institutional bias as the Enquiry Officer was part of the same institution and had also made certain uncorroborated remarks against the employee. This Court in appeal held that mere presumption of bias cannot be sustained on the sole ground that the officer was a part of the management and where findings of the Enquiry Officer were based on evidence and were not perverse, the mere fact that the inquiry was conducted by an officer of the management would not vitiate the inquiry. On a bare perusal of these decided cases, it could be strongly established that the fact that P.K. Mukherjee, the Enquiry Officer, who was also the company lawyer cannot be considered as being "biased and partisan" who favoured and was partial towards the management of the company.

13. It is fundamental to fair procedure that both sides should be heard – *audi alteram partem*, i.e., hear the other side and it is often considered that it is broad enough to include the rule against bias since a fair hearing must be an unbiased hearing. One of the essential ingredients of fair hearing is that a person should be served with a proper notice, i.e., a person has a right to notice. Notice should be clear and precise so as to give the other party adequate information of the case he has to meet and make an effective defence. Denial of notice and opportunity to respond result in making the administrative decision as vitiated. The adequacy of notice is a relative term and must be decided with reference to each case. But generally a notice to be adequate must contain the following: (a) time, place and nature of hearing; (b) legal authority under which hearing is to be held; (c) statement of specific charges which a person has to meet. However, in *The State of Karnataka & Anr. v. Mangalore University Non-Teaching Employee's Association & Ors.* [(2002) 3 SCC 302] the requirement of notice will not be insisted upon as a mere technical formality when the party concerned clearly knows the case against him and is not thereby prejudiced in any manner in putting up an effective defence, then violation of the principle of natural justice cannot be insisted upon. In the present case, the materials on record show that the respondent

had been furnished with proper notices intimating him the date, time and place of hearing well before time and the respondent has also received notices as is indicated from the postal acknowledgements made by him in his own letters addressed to the management.”

24. Thus, there is no force in the arguments raised by the Ld. Counsel for the petitioner that the enquiry officer was biased.

25. Now, coming to the charges levelled against the petitioner, it is admitted fact that transfer letter Ex. PW-1/B was issued to the petitioner whereby he was ordered to be transferred from Bhud-Makhnu Majra Baddi to Ahemdabad (Gujrat) whereby he was held entitled for all the benefits under encouragement of mobility policy of the respondent company. The petitioner was ordered to report immediately from the date of relieving to Ahmdabad whereas all the terms and conditions of his employment remained unchanged. The allegations against the petitioner were that he refused to accept the transfer order, hence, the petitioner was chargesheeted *vide* chargesheet-*cum*-suspension letter Ex. PW-1/C. In this letter the violation of Clauses 8, 23, 46 and 52 of certified standing orders has been alleged which reads as follows:—

“8. Disobedience of any standing rules or instructions given by a superior, supervisor, department officer, or any other competent person.

23. Refusal to accept transfer from one shift to another or from one department to another, provided wages and service conditions are not affected adversely.

46. Refusal to accept notice of suspension, warning letter, show cause notice or any other communication issued by the management.

52. Breach of any clauses of these standing orders or any terms or conditions of service mentioned in the letter of appointment, making a false vicious and malicious statement in public or other against the company/factory or management or officers.”

26. Since, the petitioner had not accepted the transfer order, chargesheet-*cum*-suspension order dated 20.11.2018 was issued to the petitioner and he was asked to submit his reply within twenty-four hours, but no reply to this chargesheet was filed and thereafter the respondent management decided to conduct domestic enquiry in the matter and accordingly Shri Hardesh Sharma, Advocate was appointed as an enquiry officer. As held above, the enquiry officer has conducted the enquiry fairly and properly as per certified standing order and principles of natural justice. The petitioner has alleged that he filed the reply to chargesheet but not such reply has been produced on record by the petitioner. The petitioner has taken the plea that he has explained in reply to second show cause notice that he was asked to put signatures on the transfer letter, but he was not allowed to go through the contents as such he did not accept the transfer orders, but it has come in the evidence of the petitioner that he has not joined at transferred place till date. Though the petitioner has taken the plea that he was asked to join at transfer place at short notice, however the perusal of transfer order shows that there was no time limit fixed to join the services at Ahemdabad and he was simply directed to immediately join the services after his is relieved from present place of posting. The Hon’ble High Court of Himachal Pradesh in case titled as **HP State Co-operative Marketing and Consumers Federation Ltd., CWP No. 3806 of 2010 decided on 03-05-2018** has held as under:—

“7. It is not in dispute that herein it is not a case where services of the workman were terminated by the workman without any rhyme and reason, in violation of the provisions of the Industrial Disputes Act. It is a matter of record that the workman

while serving at Thanadhar, was ordered to be transferred to Parwanoo and he was directed to join at Parwanoo, failing which, he was informed that his services were liable to be terminated. Workman did not abide by the orders so passed by the employer. In other words, he did not comply with the directions of the employer to join services at Parwanoo. It was in this background that when the workman did not abide by the orders so passed by the employer, his services were terminated by the employer. In fact, a perusal of the claim petition itself demonstrates that the workman in paras 5 and 6 thereof has admitted the fact that he did not join the duties at Bottling Plant Parwanoo, as was directed by the employer. In his cross-examination, the workman has admitted it to be correct that he was transferred from Thanadhar to Bottling Plant Parwanoo and that he did not join at Parwanoo.

8. In my considered view, when the workman himself has admitted the factum of his not joining the place where he was ordered to be transferred by the employer, which ultimately led to the termination of his engagement by the employer, I find that the learned Tribunal erred in answering the Reference petition in favour of the workman by holding that the services of the workman could not have been terminated without holding a domestic inquiry. This Court fails to understand as to what kind of a domestic inquiry learned Labour Court wanted the employer to hold when the workman had refused to join the place of posting where he was transferred. Further, this is a case where on the failure of workman to join the place of his transfer, his services were dispensed with. This dispensation cannot be termed to be in violation of the provisions of the Industrial Disputes Act. The award passed by the learned Labour Court is thus a result of mis-reading and mis-appreciation of evidence on record and as there is no perversity in the same, the same is not sustainable in law.”

27. Since, the petitioner had not accepted the transfer letter nor joined at the transferred place nor showed his willingness at any time to join at transferred place, it tantamount to disobedience of lawful orders of the respondent. Moreso, the charges levelled against the petitioner stood proved during the enquiry and there is no evidence to conclude that the enquiry against the petitioner has been conducted in a unjust and unfair manner.

28. In view of my aforesaid discussion, it is held that the domestic enquiry conducted against the petitioner is fair and proper as such, the preliminary issue is decided in favour of the respondent and against the petitioner.

29. Ld. Counsel for the petitioner also argued that the punishment of dismissal as imposed upon the petitioner by the respondent management is too harsh which can be interfered by this Tribunal by imposing minor penalty. So far as this contention is concerned, as a binding precedent, this Court/Tribunal is of the considered opinion that now, this Court would adjudicate upon or determine the question as to whether the punishment imposed upon the petitioner/delinquent should be upheld or interfered with by exercising the powers under section 11-A of the Act.

30. Let the parties be heard on quantum of punishment after lunch. Order to continue.

Announced in the open Court today on this 7th Jan., 2026.

Sd/-
(ANUJA SOOD),
Presiding Judge,
Industrial Tribunal-cum-Labour Court,
Shimla (H.P.).

ORDER ON QUANTUM OF SENTENCE/ PUNISHMENT**12-1-2026**

Present : Shri R.K Khidtta, Advocate for the petitioner

Shri Rajiv Sharma, Advocate for respondent

Shri R.K Khidtta, Ld. Counsel for the petitioner (since deceased) has vehemently argued that the dismissal of the petitioner from services, by the respondent company after conducting domestic enquiry is too harsh. He further contended that this Court/Tribunal vide its award/order dated 7-01-2026 has concluded that the domestic enquiry conducted by the enquiry officer against the petitioner is just, fair and proper and the matter is now before this Court on hearing arguments on quantum of punishment awarded to the petitioner. It was argued by him that dismissal of the petitioner from services on the conclusion of the enquiry is the harshest punishment which could be awarded to any workman, which is also disproportionate to the allegations levelled against the petitioner. The respondent company was harsh on ordering dismissal of the petitioner leaving the petitioner out of job and has put stigma on his entire service carrier. He also contended that the petitioner has now expired during the pendency of these proceedings leaving behind old mother, minor son and a widow, whereas on the other hand Ld. Counsel for respondent has argued that the charges levied vide chargesheet dated 20-11-2018 stood proved and punishment of dismissal from service is just and proper which cannot be interfered by this Court. He further argued that the petitioner (deceased) was guilty of major misconduct as such appropriate punishment has been awarded to him.

2. By now it is fairly well settled that after insertion of section 11-A, it is more than clear that the Labour Court/Tribunal has the jurisdiction and power to substitute its measure of punishment in place of managerial wisdom, provided that the order of dismissal was not justified in the facts and circumstances of the case. In this behalf support can ably be drawn from the Judgment of the Hon'ble Supreme Court titled as **Ramakant Misra Vs. State of UP and others AIR 1982 SC 1552**. The aforesaid ratio has been further re-affirmed by the Hon'ble Supreme Court in **Civil Appeal no. 4436 of 2010 titled as Nicholas Piramal India Ltd. Vs. Hari Singh decided on 30.4.2015**, holding that the "doctrine of proportionality" is to be applied to the facts and situation of each case and if the punishment is disproportionate to the gravity of misconduct it would be appropriate to alter the punishment so imposed. Ld. Counsel for the petitioner has placed reliance **2011 LLR 148 case titled as Managing Director Tamil Nadu State Transport Corporation (Salem Division-II) Ltd., Dharmapur Vs. K.V Krishan and Another** and on the strength of this authority it was argued by Ld. Counsel for petitioner that in view of the ratio of this judgment the petitioner is entitled for reinstatement with full back-wages. So far as this judgment is concerned the facts of this authority are quite different from the facts of the case in hand as this was the case of willful absence from duty without prior intimation and the Labour Court had held the punishment to be disproportionate as such he was held entitled for reinstatement without back-wages. However, coming to the case in hand, the allegations against the petitioner (deceased) are that he was transferred but he did not join at the transferred place and refused to accept the transfer order. So far as punishment is concerned, since the petitioner has expired there is no justification in ordering reinstatement of the petitioner/deceased. The petitioner in this case has expired as such he cannot be re-instated in service as argued by Ld. Counsel for petitioner. Petitioner (since deceased) had worked with the respondent company for about twelve years and no previous misconduct of the petitioner has been alleged or proved. The Hon'ble High Court of Madras in **2012 LLR 500 case titled as D. Vetrithingal Vs. Management of Tiruvarur Consumer Cooperative Wholesale Stores Ltd.**, though had remanded the case to Labour Court for disposal on merits but while

disposing of the writ petition the Hon'ble Court had observed that Labor Court is empowered under Section 11-A of the Act to modify the punishment of dismissal so imposed by the disciplinary authority if found disproportionate. Labour Court has bounded duty under the Act to decide justifiability of the punishment imposed by the disciplinary authority by going into merits of the case. The Hon'ble Supreme Court in **Raghubir Singh Vs. General Manager Haryana Roadways, Hissar Civil Appeal no. 8434 of 2014 decided on 3-9-2014** has held that the "doctrine of Proportionality" has to be followed by the employer/employers at the time of taking disciplinary action against their employees/workmen to satisfy the principles of natural justice and safeguard the rights of employees/workmen. The order of termination of service for unauthorized absence is highly disproportionate to the gravity of misconduct and therefore shocks the conscience of the Court.

3. Coming to the case in hand, no past misconduct of the petitioner (deceased) has been alleged or proved during enquiry/this case. Though, this Court has come to the conclusion that the charges against the petitioner stood proved, however, this Court cannot lose sight of the fact that no previous misconduct has been proved or alleged against the petitioner (deceased) by the respondent company. The petitioner has been awarded harsher punishment of dismissal. The manner in which the petitioner (deceased) has been dismissed from service for single act of disobedience, shocks the conscience of this Court. After going through the facts of this, I am of the view that the punishment of dismissal is highly disproportionate to the gravity of misconduct. Though reliance was placed on **2019 LLR 1192 as well as 2015 LLR 1257**, but both these authorities are distinguishable on facts as such the ratio of these judgments are not applicable to the case in hand.

4. Since, the petitioner has expired as such he cannot be ordered to be reinstated in service nor awarding any lesser punishment would solve any purpose. The petitioner had worked with the respondent 8-5-2006 to 20-11-2018 for about twelve years as such in view of my foregoing discussion, I am of the considered view that keeping in view overall facts and circumstances of this case, the penalty of dismissal as imposed by the respondent is disproportionate and discriminatory to the gravity of misconduct and the same is liable to be set aside and is accordingly set aside.

5. In view of the above discussion, keeping in view of overall facts of this case, I hereby award lump sum compensation of Rs. Four lakhs in favor of the legal heirs of the petitioner in following shares:—

1. Smt. Sapna Kumar W/o late Shri Pyar Chand is held entitled for 40% of awarded amount which comes to Rs. 1,60,000/-.
2. Master Aryan (minor son) of deceased petitioner is held entitled for 30% of the awarded amount which comes to Rs. 1,20,000/-.
3. Veena Devi W/o Jaspal Singh (Mother) is held entitled for 30% of awarded amount which comes to Rs. 1,20,000/-.

The respondent company is directed to pay the awarded amount to the legal heirs of petitioner (since deceased) except minor son Master Aryan within a period of two months from the date of award failing which the same shall carry interest @ 9% per annum. The respondent company is further directed to deposit the share of minor son as aforesaid in the shape of F.D till he attains the age of majority i.e. 18 years and handover the FD to his guardian (mother). The reference is answered in the aforesaid terms. Let a copy of this award be sent to the appropriate government for publication in the official gazette.

Announced in the open Court today on this 12th Day of Jan, 2026.

Sd/-
(ANUJA SOOD),
Presiding Judge,
Industrial Tribunal-cum-Labour Court,
Shimla (H.P.).

**IN THE COURT OF ANUJA SOOD, PRESIDING JUDGE,
HP INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, SHIMLA**

Reference Number : 156 of 2021

Instituted on : 03-09-2021

Decided on : 08-01-2026

Kamlesh w/o Shri Pritam Singh, r/o Bashla (72), P.O. Dhal, Tehsil Rohru, District Shimla,
H.P.

..Petitioner.

VERSUS

1. Factory Manager M/s Exicom Tele-Systems Ltd., Shed No. 1-8, Electronics Complex,
Chambaghat, District Solan, H.P. (Principal Employer).

2. Satnam Singh Ahluwalia, Partner M/s Group Lease Network, HO SCO 866 1st floor
Shivalik Enclave NAC Manimajra Chandigarh 160101 (Contractor). *..Respondents.*

Reference under section 10 of the Industrial Disputes Act

For the Petitioner : Shri Bhag Chand, Advocate

For the Respondent No. 1 : Shri Vikas Chauhan, Advocate

For the Respondent No. 2 : Shri Sameer Thakur, Advocate

AWARD

The following reference has been, received from the Appropriate Government, vide notification dated 12-08-2021, under section 10 of the Industrial Disputes Act, 1947 (**hereinafter referred to be as the Act**), for its legal adjudication:—

“Whether the action of employer i.e. 1. Sh. Satnam Singh Ahluwalia (Partner) Group Lease Network, HO SCO. 866, 1st floor, Shivalik Enclave, NAC Manimajra, Chandigarh-160101 (Contractor) and 2. Factory Manager M/s Exicom Tele-systems Ltd., Shed No. 1-8, Electronics Complex, Chambaghat, Solan, HP (Principal Employer) to transfer Smt. Kamlesh W/o Sh. Pritam Singh, R/o Bashla (72), PO Dhal, Tehsil Rohru, District Shimla, H.P., on 30-06-2021 from M/s Exicom Tele-systems Ltd., Shed No. 1-8, Electronics Complex, Chambaghat, Solan, H.P. to M/s Cosmo

Ferrites Ltd., Jabli, District Solan, HP even deploying new persons after her transfer without complying with the provisions of the Industrial Disputes Act, 1947 is legal and justified? If not, what relief including reinstatement of services, back wages, others consequential service benefits and compensation to the above aggrieved workman is entitled to from the above stated Employer/ Management?"

2. In pursuant to aforesaid reference, Smt. Kamlesh Kumar (hereinafter to be referred as the petitioner) has instituted the claim petition against Factory Manager M/s Exicom Tele-Systems Ltd., Shed No. 1-8, Electronics Complex, Chambaghat, District Solan, HP (**hereinafter to be referred as respondent No. 1**) and Satnam Singh Ahluwalia, Partner M/s Group Lease Network, HO SCO 866 1st floor Shivalik Enclave NAC Manimajra Chandigarh 160101 (**hereinafter referred to be as respondent No. 2**) under the provisions of the Act.

3. Briefly, the case of the petitioner is that she was appointed as workman by respondent no.1 on 04-09-2017 and respondent no. 2 is the partner of respondent no. 1. The petitioner had worked with the respondents to their utmost satisfaction and there was no complaint about her work and conduct. Initially monthly wages of the petitioner were ` 6842/-. The petitioner had worked till March, 2020 when due to Covid the petitioner along-with other workmen were asked not to come for work and thereafter when the Covid Epidemic normalized, other workers of the respondents were called to join their duties, but despite repeated requests, the petitioner was not called to join her work and she was asked to join M/s Cosmo Ferrites Ltd., at Jabli which is far away from Solan, In small income it was very difficult for the petitioner to join and work in M/s Cosmo Ferrities Ltd., Jabli as it would have costed huge expenses in travelling from Solan to Jabli. The petitioner requested the respondents to allow her to work at the same place i.e respondent no.1, but the respondents after retrenching the petitioner, appointed four new person and asked the petitioner to join the new concern at Jabli. The action of the respondents in not allowing the petitioner to work at the same place of working amounts to refusal of work. Petitioner was not called to join the work by the respondents intentionally while the other similarly situated persons have been called. It is further averred that the petitioner is a poor widow having no source of income and is unemployed. It has been prayed through this claim petition that the respondents be directed to engage the petitioner with her seniority and all monetary benefits as applicable to other workmen of the respondents since June, 2020.

4. While contesting the claim, the respondents filed separate replies.

5. Respondent no.1 in its reply has taken various preliminary objections regarding maintainability, petitioner was never an employee of respondent no. 1 as there is no contract of employment between petitioner and respondent no.1, petitioner was employee of respondent no. 2 who is providing service in different categories on a service provider agreement, respondent no. 1 is duly registered under sub clause 2 of Section 7 of the Contract Labour (Regulations & Abolition) Act, 1970 (hereinafter to be referred as Contract Labour Act) with the Government of H.P. Labour Department vide certificate dated 14-06-2013, respondents no. 1 & 2 had executed the service provider agreement on 01-04-2020 to 31-03-2021, petitioner was not engaged as fresh employee at the place of her posting, reference is bad in law etc. On merits, it is denied that the petitioner was appointed on 04-09-2017 by respondent no. 1, however it is submitted that the petitioner was engaged in the canteen for miscellaneous works with respondent no. 1 through respondent no. 2 (contractor) in accordance with service provider agreement executed between respondents in terms of Contract Labour Act. It is denied that respondent no. 2 is the partner of respondent no. 1. It is averred that the Government of India had imposed the complete lockdown due to Covid-19 pandemic in the month of March. 2020 as such respondent no. 1 had requested the respondent no. 2 to reduce the housekeeping manpower strength and subsequently the petitioner was transferred to some other establishment by respondent no. 2 in the month of July, 2020. The assertion of the

petitioner qua her transfer by respondent no. 1 is ill founded as respondent no. 1 has no control over the service conditions of the petitioner. It is denied that the services of the petitioner were retrenched whereafter four new persons were engaged at the place of petitioner. It is reiterated that since the petitioner was employee of respondent no. 2, there existed no employer-employee relationship between petitioner and respondent no. 1 and prayed for the dismissal of claim.

6. Reply on behalf of respondent no. 2 to the statement of claim has also been filed wherein various preliminary objections regarding no cause of action to file the claim, present claim has been filed to extort money from respondent no. 2, respondent no. 2 has obtained permission to engage the contract labour and agreement to provide the manpower to respondent no. 1 etc., were taken. On merits, by denying that the respondent no. 2 is a partner of respondent no. 1 company, it is submitted that the respondent no. 1 is a contractor who has been granted license to engage contract labour by the H.P. Government as such the petitioner was employed by respondent no. 1 as housekeeper on contract basis and deployed her in canteen of respondent no. 1, owing to the business requirement of respondent no. 1, petitioner was transferred from the unit of respondent no. 1. It is further submitted that since Covid-19 pandemic led to lockdown in the country as such the unit of respondent no. 1 was closed including the canteen and thereafter on receiving request from respondent no. 1 for reducing manpower in housekeeping the petitioner was transferred. It is denied that other workmen were called to join duty after Covid pandemic. The petitioner was transferred to Jabli as per the terms of the appointment letter and as per the requirement of the respondent no. 2 at other client's units. Petitioner never conveyed her inability to join at the transferred place till 07-07-2020 as such she voluntarily abandoned the service as per the terms of the appointment letter. The abandonment of service by the petitioner cannot be termed as retrenchment under the Act. The full & final settlement amount of ` 23,213/- has been paid to the petitioner. It is submitted that after transfer of the petitioner no new persons were appointed in respondent no.1 unit in housekeeping staff. It is averred that the petitioner is gainfully employed and prayed for the dismissal of the claim petition.

7. By filing rejoinder(s), the petitioner controverted the averments made thereto in the replies filed by respondents and reaffirmed and reiterated those raised in the claim petition.

8. On elucidating the pleading of parties, the following issues were struck down by this Tribunal, for its final determination, vide zimni order dated 04-05-2023, as under:

1. Whether the action of the respondent to transfer of the petitioner from M/s Exicom Tele-systems Ltd. Shed No. 1-8, Electronics Complex Chambaghat to M/s Cosmo Ferrites Ltd., without complying with the provisions of the Industrial Disputes Act, 1947 is legal and justified? If yes, what relief the petitioner is entitled to? ..*OPP.*
2. Whether the claim petition is neither competent nor maintainable in the present form, as alleged? ..*OPR.*
3. Relief:

9. Thereafter, parties to the dispute were asked to adduce oral as well as documentary evidence in support of their respective claims or issues so framed.

10. I have heard the learned counsel for the parties and have also gone through the record of the case carefully.

11. For the reasons to be recorded hereinafter while discussing points for determination, my findings on the aforesaid issues are as under:—

Issue no. 1	Partly yes
Issue No. 2	No
Relief.	Reference is partly answered in affirmative as per operative part of award.

REASONS FOR FINDINGS

ISSUE NO. 1

12. Coming to evidence led by the petitioner, petitioner has stepped into the witness box as PW-1 and led her evidence by way of affidavit Ex. PW-1/A, which is just a reproduction of the averments as made in the petition. She also placed on record letter 18.04.2020 mark-PX-1.

13. In cross-examination, on behalf of respondent no. 2 (wrongly mentioned as respondent no.1) she denied that she was engaged by the contractor on 4.9.2017, but admitted her signatures on appointment letter. She admitted that she was working in the canteen of respondent company. She further admitted that the company remained closed during covid period and the canteen where she was working also remained closed. She admitted that she was transferred to Jabli during covid period. She further admitted that she did not join at Jabli. She denied that all the financial benefits including leave encashment, gratuity etc. has been paid to her.

14. When cross-examined on behalf of respondent no.1 company (wrongly mentioned as respondent no. 2), she stated that she is unemployed. She denied that she was engaged by the contractor. She admitted that salary was credited in her account. She denied that she was not the employee of the company. She further denied that her attendance, wages, leave, EPF/ESI were paid by the contractor. She explained that she was paid Rs. 6000/- only and it is not possible to her to run her affairs at Jabli.

15. The other witness examined by the petitioner is Sh. Sant Ram, Labour Inspector, who stepped into the witness box as PW-2. He placed on record conciliation proceedings/ failure report Ex. PW-2/A.

16. The petitioner has also examined Sh. Pankaj Gupta, General Manager of M/s Exicom Tele-system, as PW-3, who deposed that he is working with the company since 2009 and there is no attendance record available with the company as the attendance was marked by the contractor. This is the entire evidence which has been led by the petitioner.

17. In order to rebut, the respondent no. 2 has examined Shri Satnam Singh Ahluwalia, as RW-1, who also led his evidence by way of affidavit Ex. RW-1/A, which is reproduction of the averments as made in the reply. He also placed on record appointment letter of the petitioner Ex. RW-1/B, transfer order Ex. RW-1/C and postal receipts Ex. RW-1/D, full and final payment of the petitioner Ex. RW-1/E and postal receipts Ex. RW-1/F.

18. In cross-examination, on behalf of respondent No.1, he deposed that the salary was paid to the petitioner by respondent no. 2 and her EPF and ESI deductions were also made by respondent no. 2. Her salary was paid through her bank account and on transfer the petitioner did not join at Cosmo Ferrites at Jabli nor informed respondent no. 2. All dues were paid to the petitioner and no objection in this regard was raised by the petitioner with respondent no. 2. Self-stated that petitioner had made a request that she be retained at same place. He admitted that there

is an agreement between respondent no. 1 and respondent no. 2 with regard to supply the manpower. He further admitted that respondent no. 1 had no direct control over the manpower provided by respondent no. 2 to respondent no. 1.

19. When cross-examined on behalf of petitioner, this witness has deposed that no written request was sent by respondent no 1 to provide manpower to respondent no 1. Self stated that in this regard agreement was executed. He further deposed that he had obtained license Ex. RW-1/G to provide labour to respondent no. 1. He admitted that earlier license which was filed with the reply is in the name of M/s Golden Glove Industrial and Allied Services. He denied that he had obtained two licenses just to conceal his income. He further denied that the petitioner is illiterate. He deposed that they were charging 8% commission from respondent no. 1 for providing labour. The attendance register and other record of the petitioner were maintained by respondent no. 2. His supervisor was supervising the work of the workman who were deputed with respondent no. 1. He denied that no record pertaining to petitioner and other workman deployed with respondent no. 1 has been maintained by respondent no. 2. He further denied that respondents no. 1 & 2 are owned by only one partner. He also denied that he had asked the petitioner not to come for work during Covid period in the month of March, 2020. He deposed that he had supplied labour in several other companies apart from respondent no. 1. He deposed that he has maintained the seniority and other service records of the petitioner and other co-workers. He denied that the services of the petitioner were terminated, but self-stated that she had abandoned the job. He further denied that the petitioner was employee of respondent no. 1. Self-stated that the petitioner was his employee. He also denied that four workers have been employed after transferring the petitioner from Chambaghat to Jabli. He denied that the transfer order was passed just to deny the benefit of seniority to the petitioner. He denied that all other co-workers were called for the work except the petitioner. He also denied that in place of petitioner now he has employed Ashok Kumar, Reena, Anil and one other person at Chambaghat.

20. Respondent no. 1 company has also examined Shri Pankaj Gupta, General Manager as RW-2, who tendered in evidence his affidavit RW-2/A, wherein he reiterated almost all the averments as made in the reply filed by respondent no. 1. He also tendered into evidence copy of resolution Ex. RW-2/B, certificate of registration dated 14-06-2013 mark-RX and copy of service agreement executed between respondent no. 1 and respondent no. 2 Ex. RW-2/C.

21. In cross-examination on behalf of the petitioner, he deposed that respondent no. 1 was not maintaining any service record of contract workers and the same was being maintained by respondent no. 2. He further deposed that the contract labour was provided by respondent no. 2 in terms of agreement Ex. RW-2/C, however as and when more labour was required by respondent no 1 the requisition in this regard was sent in writing or telephonically from time to time. He denied that respondent no. 1 and respondent no. 2 are one and the same company. He admitted that gate pass Ex. P-1 was issued by SDM, Solan. He denied that Ex. RW-2/C is a camouflage document. He further denied that petitioner worked with respondent no. 1 *w.e.f.* 04.09.2017 to March, 2020. He deposed that Respondent no. 1 is not maintaining any record as to when and what number of workers were engaged by respondent no. 2. He denied that during Covid period respondent no. 1 disengaged the petitioner and she went to her native place Bashla, Rohru. He further denied that respondent no. 1 was the principal employer of the petitioner. He also denied that the services of the petitioner were retrenched illegally against the mandatory provision of the Act by respondent no. 1 and after illegal retrenchment of petitioner respondent no. 1 has engaged four new hands in her place. He expressed his ignorance that the petitioner was transferred from Chambaghat to Jabli just to deny her benefits of seniority and continuity in service and that the petitioner is unemployed since, 2020 till date.

22. This is the entire evidence led by the respondents.

23. Thereafter, the petitioner also led her evidence in rebuttal and examined one Shri Rajan Kumar as PW-4, who deposed that he worked with respondent No.1 from 22.06.2000 till 25.4.2025 and when he joined with respondent no 1, about 200 regular workers were working and when he left about 100 regular workers were working with respondent no.1. He further deposed that respondent no.1 had employed the workers through respondent no. 2. He knows the petitioner, who worked with respondent no.1 in canteen for about three years *i.e* from the year 2017 to March, 2020 and during Covid period some of the workers were given rest, whereas some workers who were coming from nearby places were called for work. He also deposed that after Covid, all workers were called by respondent no.1 for work. Petitioner was also called for work but after 3-4 months some other worker was employed in her place. He also remained the President of the workers union.

24. When cross-examined on behalf of respondent no.1 company, he admitted that he is not a summoned witness and has come to the Court to depose at the instance of the petitioner. He denied that he never remained the employee of respondent no. 1. He deposed that the canteen was not running full time, however, it was running for the workers. He further deposed that the petitioner was working in canteen as well as in housekeeping. He admitted that during Covid period the canteen had closed down. He denied that the canteen was being run through outsource agency, but admitted that the housekeeping was running through outsource agency. He showed ignorance as to who was paying salary to the petitioner. He further showed ignorance that the petitioner was transferred to some other place by respondent no. 2. Respondent no. 2 adopted the above cross-examination as conducted on behalf of respondent no.1.

25. This is the entire oral as well as documentary evidence adduced from the side of the parties.

26. Shri Bhag Chand Sharma, Ld. Counsel for the petitioner had contended with all vehemence that the petitioner is a poor workman and she had been illegally transferred to Jabli by respondent no. 2 whereas the petitioner was the employee of respondent no. 1 company who had worked in the canteen of respondent no. 1 company and had completed more than 240 working days in each calendar year. He also contended that Ex. PW-2/C is a sham and camouflage creation of respondent no. 1 to escape its liability of legal claims of the workmen which amounts to unfair labour practice. The transfer of the petitioner was done intentionally to defeat her claim for seniority and to get her retrenched by harassment as the petitioner was not in a position to afford, to and fro journey from Chambaghat to Jabli every day. He also contended that the plea of abandonment has not been proved on record, as such the petitioner is entitled to be reinstated with respondents in service along-with all consequential service benefits including back-wages at the same place where she was working prior to her transfer/termiantion.

27. *Per contra*, Shri Vikas Chauhan, Ld. Counsel for the respondent no.1 urged that there is no relationship of employer and employee between the petitioner and respondent company as the services of the petitioner were never engaged by the company. The petitioner was deputed by contractor as contract labour to do the work in canteen of respondent company. The petitioner was the employee of contractor, hence, the respondent company has no role for the engagement, transfer or disengagement of the services of the petitioner. He prayed for the dismissal of the claim petition.

28. Shri Sameer Thakur, Ld. Counsel appearing on behalf of respondent no.2, had contended that the petitioner was employed by respondent no.2 as housekeeper on contract basis and also deployed in canteen of respondent no.1. He argued that since Covid-19 pandemic led to lockdown in the country as such the unit of respondent no.1 was closed including the canteen and thereafter on receiving request from respondent no.1 for reducing manpower in housekeeping the petitioner was transferred to Jabli as per the terms of the appointment letter. Owing to the business

requirement of respondent no.1, petitioner was transferred from the unit of respondent no.1. As per the requirement of the respondent no.2 at other client's units, petitioner was transferred to Jabli but the petitioner did not join her duties at the transferred place as such the full & final settlement amount of ₹ 23,213/- has been paid to the petitioner. Her services were never terminated by respondent no.2 but she herself abandoned the job by not joining at the transferred place. Ld. Counsel for respondent no.2 also prayed for the dismissal of the claim petition.

29. So far as the present claim is concerned, the petitioner has claimed that she was employee of respondent no. 1 and further claimed that respondent no. 2 is partner of respondent no. 1 as such she was working with respondents to their utmost satisfaction. So far as this claim is concerned, the petitioner has not led any evidence to establish on record that respondents no. 1 & 2 are partner or respondent no. 2 is a sister concern of respondent no. 1. The respondents have taken a very positive and constant stand that respondent no. 2 has got itself registered and obtained the certificate of registration from Government of Himachal Pradesh in compliance of provisions of Contract Labour Act and Rules made therein and thus obtained a licence to provide contractual labour/worker under different trades. It is further the case of the respondents that they entered into service provide agreement Ex. RW-2/C whereby respondent no. 2 had agreed to provide contractual labour/worker to respondent no. 1 company. This agreement was valid from 01-04-2020 to 31-03-2021. So far as the claim of the petitioner that she was employee of respondents and respondent no. 1 & respondent no. 2 are partner is concerned, she has not placed on record any document to show that she was the employee of respondent no.1 for all purposes or there was any relationship of employer and employee between respondent no.1 and petitioner nor the petitioner has produced any document or led any evidence to substantiate that respondent no.1 & 2 are partners. Apart from the bald statement of petitioner and oral evidence led in this regard, the petitioner has not produced on record any document to substantiate that the respondent no.1 company was her employer and the overall control and supervision upon the petitioner was of respondent no.1 company. No appointment letter has been produced by the petitioner to substantiate that she was appointed by respondent no.1 nor any pay slip or attendance register has been produced on record to show that she was working under the direct control and supervision of respondent no.1. Rather the record which has been produced by respondents no.1 & 2 clearly establish on record that the respondent no.2 had entered into service provider agreement with respondent no.2 and petitioner was deployed with respondent no.1 in the trade which is not prohibited under Section 10 of the Contract Labour Act and Rules. Moreover, petitioner herself has admitted that appointment letter bears her signatures and has further admitted that she was working in the canteen of respondent no.1 company. Respondent no.2 by examining RW-1 Shri Satnam Singh Ahluwalia has produced on record the appointment letter of the petitioner Ex. RW-1/B which was issued on 04.09.2017 by respondent no.2 whereas the transfer letter Ex. RW-1/C has also been issued to the petitioner by respondent no.2 and full & final dues have also been paid to the petitioner by respondent no.2 vide Ex. RW-1/E. There is no evidence worth the name to establish that the petitioner was being paid salary by respondent no.1 or she was engaged by respondent no.1. No record from the respondent company was summoned by the petitioner to establish on record that respondent no.1 was paying the salary to the petitioner, was marking her presence and was supervising the work of the petitioner. There is no evidence at all on record to establish that respondent no.1 was maintaining the record pertaining to the work of petitioner under the Labour Laws, Factory Act and Payment of Wages Act. There is no evidence to show that any ESI and EPF contribution were deducted by respondent no.1 company towards the petitioner. There is nothing on record to remotely suggest that there existed any relationship of employer-employee between respondent no.1 and petitioner.

30. Though, Ld. Counsel for petitioner had argued that it was for the respondents to have produce the record pertaining to petitioner such as attendance register and salary record, but I am of the considered view that the petitioner has alleged that she was employee of respondent no.1

company and respondents no.1 & 2 are partners, as such the onus was on the petitioner to have proved these facts that she was employee of respondent no.1 company and respondents no.1 & 2 are partners, but she has miserably failed to prove these facts on record.

31. On the other hand, the respondents have placed on record service provider agreement whereby the respondent no.2 had agreed to provide manpower under the permissible trades to respondent no.1 company. With the evidence available on record it stands established specially with the evidence of RW-1, cross-examination of petitioner and statement of PW-4 that the petitioner was engaged by respondent no.2, who deputed her as contractual labour with respondent no.1. Thus, from the evidence on record it is clear that it is respondent no.2 who had employed the petitioner and she was working under the supervision and control of respondent no.2 who was paying wages to the petitioner. The **Hon'ble Apex Court in case titled as Balwant Rai Saluja & Anr. Vs. Air India Ltd. (2014) SCC-9 407**, has observed as under :—

“53. This Court would first refer to the relevant pronouncements by various English Courts in order to analyze their approach regarding employer-employee relationship”.

54. In Ready Mix Concrete (South East) Ltd v. Minister of Pensions and National Insurance, [1968] 2 QB 497, McKenna J. laid down three conditions for the existence of a contract of service. As provided at P.515 in the Ready Mix Concrete case (supra), the conditions are as follows:—

“(i) The servant agrees that, in consideration of a wage or other remuneration, he will provide his own work and skill in the performance of some service for his master; (ii) he agrees, expressly or impliedly, that in the performance of that service he will be subject to the other's control in a sufficient degree to make that other master; (iii) the other provisions of the contract are consistent with its being a contract of service.”

55. In Ready Mix Concrete case (supra), McKenna J. further elaborated upon the above-quoted conditions. As regards the first, he stated that there must be wages or remuneration; else there is no consideration and therefore no contract of any kind. As regards the second condition, he stated that control would include the power of deciding the thing to be done, the way in which it shall be done, the means to be employed in doing it, the time when and the place where it shall be done. Furthermore, to establish a master-servant relationship, such control must be existent in a sufficient degree.

19. McKenna J. further referred to Lord Thankerton's “four indicia” of a contract of service said in Short v. J. and W. Henderson Ltd. (1946) 62 TLR 427. The J. and W. Henderson case (supra) at P.429, observes as follows:—

“(a) The master's power of selection of his servant; (b) the payment of wages or other remuneration; (c) the master's right to control the method of doing the work; and (d) the master's right of suspension or dismissal.”

57. A recent decision by the Queen's Bench, in JGE v. The Trustees of Portsmouth Roman Catholic Diocesan Trust, [2012] EWCA Civ 938, Lord Justice Ward, while discussing the hallmarks of the employer-employee relationship, observed that an employee works under the supervision and direction of his employer, whereas an independent contractor is his own master bound by his contract but not by his

employer's orders. Lord Justice Ward followed the observations made by McKenna J. in the Ready Mix Concrete case (supra) as mentioned above. The JGE case (supra), further noted that 'control' was an important factor in determining an employer-employee relationship. It was held, after referring to numerous judicial decisions, that there was no single test to determine such a relationship. Therefore what would be needed to be done is to marshal various tests, which should cumulatively point either towards an employer-employee relationship or away from one."

32. Apart from this, the Hon'ble Supreme Court in case titled as The Joint Secretary, Central Board of Secondary Education and Anr. Vs. Raj Kumar Mishra and others, 2025 LLR 474 has held that "for a person to claim employment under any organization, a direct master-servant relationship has to be established on paper". The relevant portion of the judgment is reproduced as under:—

"6. Having considered the facts and circumstances of the case(s) and submissions of learned counsel for the parties, we find substance in the contentions of learned counsel for the appellants. The issue whether the private respondents were employees of the appellants, is the crux of the matter. Whatever material has been placed and even the best point which was argued by the learned Senior Counsel for the private respondents before this Court was that since there was supervisory and jurisdictional control over the private respondents by the appellants, *ipso facto*, they would become employees of the appellants is noted only to be rejected.

7. This is not only a very simplistic approach, but also a totally erroneous approach in law. For a person to claim employment under any organization, a direct master-servant relationship has to be established on paper. In the present case(s), admittedly, the only document, which the private respondents have in their favour, is showing that they were posted at various places doing different nature of work.

8. This clearly in the considered opinion of the Court would not establish master-servant relationship.

9. Had it been the case where there were other materials also in favour of the private respondents in both cases showing that they may have a case for being considered as an employee of the appellants, we may not have interfered with the orders impugned and would have left it to the Labour Court to once again to go into the matter(s) on merits. However, when the best defence of the private respondents in both cases, as discussed *supra*, has been found to be totally of no consequence to the private respondents in both cases, we find that the remand would be an exercise in futility.

33. The other limb of arguments advanced by Ld. Counsel for the petitioner is that the agreement between respondent no.1 & 2 is sham and there was no legal registration between the respondents for the relevant period. So far as this plea is concerned, apart from bald suggestion put to respondent no.2, there is nothing on record to suggest that the respondent no.2 had no valid licence to depute manpower with respondent no.1 under the Contract Labour Act. Otherwise also Hon'ble High Court of Himachal Pradesh in case titled as Manoj Kumar Vs. Sintex Industrial 2016 SCC Online HP 4276 has held as under:—

"15. An effort has been made to belie the evidence produced by the respondent while submitting that as per the testimony of RW-3 Lalit in his cross-examination, M/s Apex Management Limited was registered as Contractor only in 2003 and as such how the

said Contractor could have employed the petitioner in the respondent-establishment in the year 2001, however, unsuccessfully for the reason that it was merely a suggestion given to RW-3 and no other and further evidence has been produced to show that in the year 2001 M/s Apex Management Consultant was not a registered Contractor. Otherwise also, the Apex Court in *Dina Nath and others Vs. National Fertilizers Limited and others*, AIR 1992 SC 457, has held that if a contractor is not registered one, penal action under Sections 23 and 25 of the Contract Act can be initiated against the principal employer or contractor, as the case may be, and the petitioner-workman can not claim himself to be the employee of principal employer on that score. This judgment reads as follows:—

"It is not for the High Court to inquire into the question and decide whether the employment of contract labour in any process, operation or in any other work in any establishment should be abolished or not. It is a matter for the decision of the Government after considering the matter, as required to be considered under Section 10 of the Act. The only consequences provided in the Act where either the principal employer or the labour contractor violates the provision of Sections 9 and 12 respectively is the penal provision, as envisaged under the Act for which reference may be made to Sections 23 and 25 of the Act. We are thus of the firm view that in proceedings under Article 226 of the Constitution merely because contractor or the employer had violated any provision of the Act or the rules, the Court could not issue any mandamus for deeming the contract labour as having become the employees of the principal employer. We would not like to express any view on the decision of the Karnataka High Court or of the Gujarat High Court (*supra*) since these decisions are under challenge in this court, but we would place on record that we do not agree with the afore-quoted observations of the Madras High Court about the effect of nonregistration of the principal employer or the non-licensing of the labour contractor nor with the view of Bombay High Court in the aforesaid case. We are of the view that the decisions of the Kerala High Court and Delhi High Court are correct and we approve the same."

16. Similar is the view of the matter taken by Jharkhand High Court in *Their Workmen, Bihar Collery Kamgar Union Vs. Bharat Coking Coal Limited and another*, 2014 LLR 842. This judgment reads as follows:—

"12. Learned counsel for the respondent management submitted that in the case of *Dena Nath & Ors.* [(1992) 1 SCC 695], Hon'ble Supreme Court held that the effect of non-compliance of the provisions of CLRA Act of 1970, *i.e.* non-registration of the establishment under Section 7 of the Act and non-possession of licence under Section 12 of the Act would not result in regularization of the concerned workmen, rather it would result in penal consequences – that is, prosecution under Section 23/24 of the CLRA Act, 1970 and therefore, the finding of the Tribunal that the contract labour system is sham or camouflage was an erroneous finding and referring to the findings of the Tribunal that the arrangement of the management is camouflage, learned Single Judge held that the said finding is in clear teeth of the decision rendered by Hon'ble Supreme Court in the case of *Dena Nath & Ors. v. National Fertilizer Ltd.* [(1992) 1 SCC 695] and para 22 thereof reads as under:—

"22. It is not for the High Court to inquire into the question and decide whether the employment of contract labour in any process, operation or in

any other work in any establishment should be abolished or not. It is a matter for the decision of the government after considering the matter, as required to be considered under Section 10 of the Act. The only consequences provided in the Act where either the principal employer or the labour contractor violates the provision of Sections 9 (sic 7) and 12 respectively is the penal provision, as envisaged under the Act for which reference may be made to Sections 23 and 25 of the Act. We are thus of the firm view that in proceedings under Article 226 of the Constitution merely because contractor or the employer had violated any provision of the Act or the rules, the Court could not issue any mandamus for deeming the contract labour as having become the employees of the principal employer. We would not like to express any view on the decision of the Karnataka High Court or of the Gujarat High Court (supra) since these decisions are under challenge in this Court, but we would place on record that we do not agree with the afore-quoted observations of the Madras High Court about the effect of non registration of the principal employer or the non-licensing of the labour contractor nor with the view of Bombay High Court in the aforesaid case. We are of the view that the decisions of the Kerala High Court and Delhi High Court are correct and we approve the same.”

17. Therefore, even if it is presumed that M/s Apex Management Consultant was not a registered Contractor in the year 2001, it does not extend a right in favour of the petitioner-workman to claim that he was the employee of respondent-establishment or he has been removed from the service in violation of Section 25-F of the Act.”

34. Keeping in view the detailed discussion made hereinabove, the petitioner has miserably failed to establish on record that she was the employee of respondent no.1 and her services were terminated by respondent no.1 company rather it stands established on record with the evidence of respondent no.2 as well as documents placed on record that the petitioner was the employee of respondent no.2 contractor.

35. Now, it has to be seen as to what relief the petitioner is entitled to from respondent no. 2 contractor. As per reference which has been sent to this Court, it is required to further determine as to whether the action of employer *i.e.* 1. Sh. Satnam Singh Ahluwalia (Partner) Group Lease Network, HO SCO. 866, 1st floor, Shivalik Enclave, NAC Manimajra, Chandigarh-160101 (Contractor) and 2. Factory Manager M/s Exicom Tele-systems Ltd., Shed No. 1-8, Electronics Complex, Chambaghat, Solan, HP (Principal Employer) to transfer Smt. Kamlesh W/o Sh. Pritam Singh, R/o Bashla (72), PO Dhal, Tehsil Rohru, District Shimla, H.P., on 30.06.2021 from M/s Exicom Tele-systems Ltd., Shed No. 1-8, Electronics Complex, Chambaghat, Solan, H.P. to M/s Cosmo Ferrites Ltd., Jabli, District Solan, HP even deploying new persons after her transfer without complying with the provisions of the Industrial Disputes Act, 1947 is legal and justified? If not, what relief including reinstatement of services, back wages, others consequential service benefits and compensation the petitioner is entitled to.

36. Admittedly, the petitioner has been transferred by respondent no. 2 from Chambaghat to Jabli. Petitioner though has claimed that some new hands have been employed at Chambaghat whereas she was illegally transferred to Jabli and in a meager wage of ` 6,000/-, she could not have maintained her affairs at Jabli. The respondent no. 2 has taken the plea that due to Covid-19 pandemic the manpower had been reduced by respondent no.1 company as such the petitioner was transferred to another establishment/client of respondent no. 2, but the respondent no. 2 has not produced any record to show that how many workers were deputed with respondent no. 1 company and how many workers were transferred to Jabli or to any other place(s) along-with petitioner.

Admittedly, the petitioner has not joined her duties at Jabli during Covid-19 period. Petitioner was working at Chambaghat, Solan for last three years and it is not the case of respondent no. 2 that the petitioner was the only employee/worker deployed by respondent no. 2 with respondent no. 1 at Chambaghat and during covid she had to be shifted to Jabli. Petitioner was being paid a meager salary/wage of ` 6,000/- per month and during covid period she has been transferred to Jabli which is at the considerable distance from Chambaghat. No list of workers has been placed on record by respondent no.2 to show that how many workers were deployed with respondent no.1, how many workers were transferred and how much manpower was reduced, to accept the plea taken by respondent no.2 that the petitioner was transferred under the compelling circumstances. There is no dispute about the fact that the petitioner was working with respondent no.2 (contractor) on meager salary of about Rs. 6,000/- per month as such the transfer of petitioner that too during Covid-19 Pandemic appears to be with intention to break the workmen's financial backbone. The petitioner has served with respondent no.2 for several years without there being any complaint or disciplinary action against her, till she was transferred. It has been held by the **Hon'ble High Court of Punjab & Haryana in case titled as M/s Crystal Phosphates Ltd., and Anr. Vs. Presiding Officer, Industrial Tribunal, Amritsar & Ors, 2015 LLR 1257**, that:—

“4. I do not see any contradiction in the two, as displacement overheads and hardship caused by transfer can be taken judicial notice of and requires no special evidence to understand. This is so much true of all transfers and posting which entail undue hardship especially for low salaried persons, besides the terrible prospect of hunting for a room on rent in the place of transfer and shouldering costs of running two establishments that might break the workman's financial backbone. The labour court has found on the evidence on record that there was sufficient room in the management for retention of a Driver at Amritsar. The transfer to Bhatinda or Ludhiana which both far away destinations from Amritsar and that too without specifying either of which stations to report to, was quite clearly a case of victimization and the transfer itself is in colourable exercise of employer's rights. This appears to be the drift and quintessence of the impugned award passed on August 3, 2015 by the Presiding Officer, Industrial Tribunal, Amritsar, granting reinstatement and 50% of the arrears of back wages.

5

6. Entry 7 in the Fifth Schedule to the Industrial Disputes Act, 1947 declares transfer of a workman *mala fide* from one place to another, under the guise of following management policy to be an unfair labour practice. The right to choose the place of posting in the appointment letter may be management's right but the condition cannot be used arbitrarily since all rights must be exercised reasonably. Reasonableness is part of the apparatus in Article 14 which protects public and private employment without any distinction. Appointment letter in private employment are usually one sided and it is the business of the labour courts and Tribunals to set the balance right.”

37. Ld. Counsel for respondent no.1 had placed reliance on judgment of our own Hon'ble High Court in **CWP No. 3806 of 2010 case titled as Nain Sukh Vs. HP State Co-operative Marketing and Consumers Federation Ltd., and another decided on 03-05-2018**, which was challenged by the workman in **LPA No. 16 of 2019, decided on 07-11-2023**, and on the strength of this authority it was argued that since the petitioner had not joined her duties at transferred place her services were liable to be dispensed with. However, the facts of this authority are quite different from the facts in hand. In para no.10 of above judgment passed in LPA No. 16 of 2019 decided on 07-11-2023, the Hon'ble High Court has observed that there was a delay in raising the industrial

dispute and the petitioner had raised the dispute after the inordinate delay of six years as such the Ld. Tribunal below while holding termination of the workman to be in violation of Section 25-F of the Act ought to have directed the employer to pay compensation in lump sum instead of reinstatement. In above case the termination of workman was held to be legal, however, the workman was held entitled for compensation of Rs. One lakhs in lieu of termination.

38. To transfer of an employee/worker no doubt is the right of employer, but the same must be exercised reasonably and it cannot be used arbitrarily. In the case in hand, respondent no.2 has not stopped here, but after transferring the petitioner respondent no.2 paid her full & final dues that too during the period of pandemic covid-19.

39. In view of discussions made above, the transfer of petitioner by respondent no.2 appears to be a colourable exercise of powers under the grab of appointment letter of petitioner. If there had been no production activity or no work was in canteen of respondent no.1 at Solan, the respondent no.2 would have transferred the other workers also, but it appears that respondent no.2 mala fide only chose petitioner to be transferred to Jabli.

40. Though, the petitioner has not been able to prove on record that some other workers were employed in her place, but respondent no.2 has also not come with any such plea that after Covid was over any offer was given to the petitioner to join back her duties at Chambaghat. Respondent no.2 has only taken the plea that by not joining her duties at transferred place, the petitioner has abandoned her job. Respondent company had also placed reliance on the judgment of Hon'ble High Court of Orisa in case titled as **Vice Chairman BDA Vs. Ajay Kumar W.P (C) No.10446 of 2006 decided on 06.01.2022** and on the strength of this judgment it was argued that since the petitioner had abandoned her job by not joining at the transferred place as such she is not entitled to any relief. However, the facts of this case are quite different from the facts in hand as in that case the Hon'ble High Court of Orisa had observed that the management had led evidence to show that the petitioner had abandoned the service as such no relief was granted to workman whereas in the case in hand no such evidence has been led by respondent no.2 that the petitioner had voluntarily left the job rather it has come in the evidence of RW-1 that the petitioner had made request that she be retained at the same place. Petitioner has stated on oath that with the meager salary of Rs. 6,000/- it was not possible for her to run her affairs at Jabli. Moreover, transfer letter Ex. RW-1/C did not make any mention that in case she does not join at Jabli, her services would be terminated automatically. It has been laid down by our own Hon'ble High Court in case titled as **Narain Singh vs. The State of Himachal Pradesh & Ors., 2016 (3) Him L.R. 1875** that voluntary abandonment of work by a workman is required to be established by way of cogent and reliable evidence by the employer. Similarly, in case titled as **State of Himachal Pradesh & another vs. Shri Partap Singh, 2017 (1) Him L.R. 286**, it has been held by our own Hon'ble High Court that abandonment is not to be lightly presumed, but it has to be unequivocally proved by the employer. Simply because a workman fails to report for duty, it cannot be presumed that he has left/abandoned the job. Admittedly, no disciplinary proceedings were initiated against the petitioner by the respondent no.2 for her alleged willful absence from duty. Absence from duty is a serious misconduct and the principle of natural justice did require that some sort of a fact-finding enquiry was got conducted by the respondent no.2. In the present case as it emerges from the evidence on record, so was not done by the respondent no.2. Then, '*animus*' to abandon, it is well settled, must necessarily be shown to exist, before a case of abandonment can be said to have been made out. No evidence of any such '*animus*' on the part of the petitioner is forthcoming in the present case. Thus, the plea of abandonment put forth by the respondent no.2 is not established on record. Moreover, respondent no.2 has paid the full & final dues to the petitioner without conducting any enquiry as to why the petitioner had not joined at transferred place as such the payment of full & final dues to the petitioner itself tantamount to termination of services. All the record pertaining to workers deployed at Chambaghat with respondent no.1 company definitely was in the possession of

respondent no.2 contractor and he could easily produce such record to justify the transfer order of the petitioner, but the same was not done. Not only this, respondent no.2 has also failed to produce seniority list of workers who have been deployed with respondent no.1 company to show that whether the petitioner was the last one to be transferred or the first one to be transferred from the seniority list of workers.

41. It is not a disputed fact that the petitioner had completed 240 working days since her induction in service in the year 2017 and in the last proceedings twelve months when her full & final dues were paid to her vide Ex. RW-1/E. Though, there is a stipulation in transfer order Ex. RW-1/B that the petitioner could be transferred to any other company, but vide letter Ex. RW-1/C the only reason for transfer of petitioner was mentioned that due to covid-19 the principal employer is not in a position to hire manpower in their plant due to shortage of work as sch she was transferred to different clients at Jabli. Admittedly, the petitioner was transferred during covid-19 pandemic, but respondent no.2 has even not bothered to enquire from the petitioner that why she did not join her duties at Jabli knowingly well that due to Covid there were travel restrictions and health safety concerns. It appears that the presumption of respondent no.2 regarding abandonment of job by petitioner without conducting enquiry and by paying full & final des to petitioner it itself a termination which is not said to be fair and proper. Ld. Counsel for respondent no.2 has also placed reliance on judgment of Hon'ble High Court of Calcutta in case titled as **M/s Dolphin Agencies Pvt. Ltd., and Ors. Vs. State of West Bengal and Ors., WPA No. 11284 of 2012 decided on 01.08.2025**, but the facts of this authority are also different from the facts in hand. The Hon'ble Cort had observed in this case that the order of transfer was issued by the Appellant Company in the year 1995 vide which the respondent workman was directed to report for duty at Delhi office. The said order was not challenged till the second reference was initiated in February, 1999. Even after initiation of second reference no prayer was made by the respondent workman for stay of order of transfer. It was also observed that transfer of the workman was never stayed in December, 1995 by any Form either by Tribunal or High Court as such transfer order remained valid, but coming to the case in hand the facts of this case are entirely different. The petitioner has been transferred to Jabli during Covid period without showing any substantive evidence on record that the workforce was reduced or there were compelling circumstances of respondent no.2 to transfer the petitioner who was getting meager salary of Rs. 6,000/- per month.

42. Now, the last question which has been raised by the petitioner through this claim petition is that she is not only entitled for reinstatement with seniority and continuity but also for back-wages. The petitioner in her statement of claim as well as by way of affidavit Ex. PW-1/A has averred that she did not join the employment anywhere else since the date of her termination. It is settled that the entitlement of any employee to get re-instated does not necessarily and mechanically result in payment of full or partial back-wages which is independent of re-instatement and host of factors like the manner and method of selection and appointment, nature of appointment whether ad-hoc, short term, daily wage, temporary and permanent in character and length of service, which the workman had rendered with the employer, are required to be taken into consideration before passing any order for award of back-wages. This position was reiterated in **Kanpur Electricity Supply C. Ltd. Vs. Shamim Mirza (2009) 1 SCC 20** as well as in **Ritu Marbles Vs. Prabhakant Shukla (2010) 2 SCC 70**.

43. In the case in hand the petitioner has shown that she was not gainfully employed anywhere. In **Kendriya Vidyalaya Sangathan Versus S.C. Sharma (2005) SCC 363**, the Hon'ble Apex Court held that in question of determining the entitlement of a person to back wages, the employee has to show that he/she was not gainfully employed. The initial burden is on the employee to prove that. The Hon'ble Apex Court in **National Gandhi Musuem Vs. Sudhir Sharma (2-21) 12 SCC 439** has considered this aspect and held as under:—

“Whether an employee after dismissal from service was gainfully employed is something, which is within his special knowledge. Considering the principle incorporated in Section 106 of the Indian Evidence Act, the initial burden is on the employee to come out with the case that he was not gainfully employed after the order of termination. It is a negative burden, however, in what manner the employee can discharge the said burden will depend upon peculiar facts and circumstances of each case. It all depends on the pleadings and evidence on record. Since it is a negative burden, in a given case, an assertion on oath by the employee that he was unemployed, may be sufficient compliance in the absence of any positive material brought on record by the employer.”

44. Coming to the case in hand, it stands established that the petitioner was engaged as canteen worker by respondent no. 2 *w.e.f.* 04-09-2017 and deployed her with respondent no. 1 and she worked up till March, 2020, when her services were illegally terminated by respondent no. 2 by paying full and final dues and that too without complying with the mandatory provisions of the Act. Petitioner has worked about three years with respondent no. 2 continuously as such in view of the continuous service which has been rendered by the petitioner with respondent no. 2 and in view of the fact that petitioner has discharged the initial burden put on her to show that she is not gainfully employed anywhere and this burden has not been rebutted by respondent no. 2, it stands established on record that the petitioner is not gainfully employed after her oral termination as such she is also entitled to full back-wages and accordingly issue No. 1 is decided in favour of the petitioner and against respondent no. 2.

ISSUE NO. 2

45. Now coming to issue no. 2, there is nothing on record that as to how this petition is neither competent nor maintainable. The present reference petition has been sent to this Court by the appropriate Government for adjudication and the same is maintainable before this Court, hence, issue no. 2 decided against the respondents.

RELIEF

46. In view of my aforesaid discussion, the claim filed by the petitioner succeeds and is hereby partly allowed. The respondent no.2 contractor is directed to re-engage the petitioner in service forth-with with seniority and continuity along-with full back-wages at the same place where she was working prior to her transfer/termination. The payment of back-wages shall be payable within a period of two months from the date of announcement of this award failing which the same shall carry interest @ 9% per annum. It is made clear that the dues, if any, paid to the petitioner shall be adjusted towards back-wages awarded to the petitioner. The reference is answered in the aforesaid terms.

47. Let a copy of this award be communicated to the appropriate Government for publication in the official gazette. The file after due completion be tagged with the main case file.

Announced in the open Court today on this 13th day of Jan, 2026.

Sd/-
(ANUJA SOOD),
Presiding Judge,
Industrial Tribunal-cum-Labour Court,
Shimla (H.P.).

**IN THE COURT OF ANUJA SOOD, PRESIDING JUDGE
HP INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, SHIMLA**

Reference Number : 182 of 2025

Instituted on : 11-11-2025

Decided on : 13-01-2026

Pawan Kumar, s/o Sh. Daya Nand, r/o Village Kogi, P.O. Durgapur, Tehsil & District Shimla, H.P.

..Petitioner.

VERSUS

The Divisional Forest Officer, Shimla Forest Division, Shimla (Rural), District Shimla, H.P.

..Respondent.

Reference under Section 10 of the Industrial Disputes Act, 1947

For the Petitioner : Nemo

For the Respondent : Sh. Devender Chandel, DDA

AWARD

The reference given below has been received from the appropriate Government for adjudication:—

“Whether termination of the services of Sh. Pawan Kumar, s/o Sh. Daya Nand, r/o Village Kogi, P.O. Durgapur, Tehsil & District Shimla, H.P. who has worked on bill basis, by The Divisional Forest Officer, Shimla Forest Division, Shimla (Rural), District Shimla, H.P. w.e.f. 17-06-2023 without complying with the provisions of the Industrial Disputes Act, 1947, is legal and justified? If not, what relief of reinstatement, seniority, amount of back wages, past service benefits and compensation the above aggrieved workman is entitled to from the above management?”

2. The case was listed for appearance of the parties for today but, however, neither the petitioner nor his counsel had put in appearance before this Tribunal, despite the case being called several times since morning. Hence, despite due notice of the date of hearing, the workman/petitioner had remained *ex-parte*.

3. It will be apt at this stage to take note of the relevant provisions of the Industrial Disputes Act, 1947 (hereinafter referred to as ‘the Act’ for brevity sake). Section 2 (b) of the Act defines the Award as under:—

“(b) “award” means an interim or a final determination of any industrial dispute or of any question relating thereto by any Labour Court, Industrial Tribunal or National Industrial Tribunal and includes an arbitration award made under Section 10A;”

4. Sub-Section (1) of Section 11 of the Act provides that subject to any rules that may be made in this behalf, an arbitrator, a Board, Court, Labour Court, Tribunal or National Tribunal shall follow such procedure as the arbitrator or other authority concerned may think it fit. The Central Government has framed rules called “The Industrial Disputes (Central) Rules, 1957.” Rule 10-B (9) reads thus:—

“10-B (9) In case any party defaults or fails to appear at any stage the Labour Court, Tribunal, or National Tribunal, as the case may be, may proceed with the reference ex-parte and decide the reference application in the absence of the defaulting party.”

5. Rule 22 reads thus:—

“Board, Court, Labour Court, Tribunal, National Tribunal or Arbitrator may proceed ex-parte.- If without sufficient cause being shown, any party to the proceeding before a Board, Court, Labour Court, Tribunal, National Tribunal or Arbitrator fails to attend or to be represented, the Board, Court, Labour Court, Tribunal, National Tribunal or Arbitrator may proceed, as if the party had duly attended or had been represented.”

6. The State of Himachal Pradesh has also framed rules called “The Industrial Disputes Rules, 1974.” Rule 25 thereof reads thus:—

“Board, Court, Labour Court, Tribunal, National Tribunal or Arbitrator may proceed ex-parte.- If without sufficient cause being shown, any party to the proceeding before a Board, Court, Labour Court, Tribunal, National Tribunal or Arbitrator fails to attend or to be represented, the Board, Court, Labour Court, Tribunal, National Tribunal or Arbitrator may proceed, as if the party had duly attended or had been represented.”

7. Rule 22 of the Industrial Disputes (Central) Rules, 1957 and Rule 25 of the Industrial Disputes Rules, 1974 authorize the adjudicating authority to proceed in the absence of a party. It creates a fiction which enables the Tribunal to presume that all the parties are present before it although, infact, it is not true, and thus make an *ex parte* award. This Tribunal in these circumstances has to imagine that the absentee workman is present and having done so, can give full effect to its imagination and carry it to its logical end. Under Rule 25, this Tribunal, thus, has to imagine that the workman is present, he is unwilling to file the statement of claim, adduce evidence or argue his case.

8. In the instant case, neither the workman nor his counsel has put in appearance before this Tribunal today. In these circumstances, the Tribunal can proceed and pass *ex-parte* award on its merits.

9. As per the reference, it was required of the petitioner to plead and prove on record that the termination of his services *w.e.f.* 17-06-2023 was without complying with the provisions of the Act and, thus, illegal and unjustified. However, there is neither any pleading nor any evidence to this effect on record on the part of the petitioner/workman. At the risk of repetition it is reiterated that the petitioner/workman had not put in appearance before this Tribunal. In this view of the matter, the petitioner is not entitled to any relief. Accordingly, this reference is answered in the negative. Parties to bear their own costs.

10. The reference is answered in the aforesaid terms.

11. A copy of this Award be sent to the appropriate Government for necessary action at its end and the file after due completion be consigned to the Record Room.

Announced in the open Court today this 13th day of January, 2026.

Sd/-
(ANUJA SOOD),
Presiding Judge,
Industrial Tribunal-cum-Labour Court,
Shimla (H.P.).

**IN THE COURT OF ANUJA SOOD, PRESIDING JUDGE
HP INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, SHIMLA**

Reference Number : 183 of 2025

Instituted on : 11-11-2025

Decided on : 13-01-2026

Dharam Dass, s/o Sh. Tikkam Ram, r/o Village Jug, P.O. Baldeyan, Tehsil & District Shimla, H.P.

..Petitioner.

VERSUS

The Divisional Forest Officer, Shimla Forest Division, Shimla (Rural), District Shimla, H.P.

..Respondent.

Reference under Section 10 of the Industrial Disputes Act, 1947

For the Petitioner : Nemo

For the Respondent : Sh. Devender Chandel, DDA

AWARD

The reference given below has been received from the appropriate Government for adjudication:—

“Whether termination of the services of Sh. Dharam Dass, s/o Sh. Tikkam Ram, r/o Village Jug, P.O. Baldeyan, Tehsil & District Shimla, H.P. who has worked on bill basis, by The Divisional Forest Officer, Shimla Forest Division, Shimla (Rural), District Shimla, H.P. w.e.f. 17-06-2023 without complying with the provisions of the Industrial Disputes Act, 1947, is legal and justified? If not, what relief of reinstatement, seniority, amount of back wages, past service benefits and compensation the above aggrieved workman is entitled to from the above management?”

2. The case was listed for appearance of the parties for today but, however, neither the petitioner nor his counsel had put in appearance before this Tribunal, despite the case being called several times since morning. Hence, despite due notice of the date of hearing, the workman/petitioner had remained *ex-parte*.

3. It will be apt at this stage to take note of the relevant provisions of the Industrial Disputes Act, 1947 (hereinafter referred to as 'the Act' for brevity sake). Section 2 (b) of the Act defines the Award as under:—

“(b) “award” means an interim or a final determination of any industrial dispute or of any question relating thereto by any Labour Court, Industrial Tribunal or National Industrial Tribunal and includes an arbitration award made under Section 10A;”.

4. Sub-Section (1) of Section 11 of the Act provides that subject to any rules that may be made in this behalf, an arbitrator, a Board, Court, Labour Court, Tribunal or National Tribunal shall follow such procedure as the arbitrator or other authority concerned may think it fit. The Central Government has framed rules called “The Industrial Disputes (Central) Rules, 1957.” Rule 10-B (9) reads thus:—

“10-B (9) In case any party defaults or fails to appear at any stage the Labour Court, Tribunal, or National Tribunal, as the case may be, may proceed with the reference ex-parte and decide the reference application in the absence of the defaulting party.”

5. Rule 22 reads thus:—

“Board, Court, Labour Court, Tribunal, National Tribunal or Arbitrator may proceed ex-parte.- If without sufficient cause being shown, any party to the proceeding before a Board, Court, Labour Court, Tribunal, National Tribunal or Arbitrator fails to attend or to be represented, the Board, Court, Labour Court, Tribunal, National Tribunal or Arbitrator may proceed, as if the party had duly attended or had been represented.”

6. The State of Himachal Pradesh has also framed rules called “The Industrial Disputes Rules, 1974.” Rule 25 thereof reads thus:—

“Board, Court, Labour Court, Tribunal, National Tribunal or Arbitrator may proceed ex-parte.- If without sufficient cause being shown, any party to the proceeding before a Board, Court, Labour Court, Tribunal, National Tribunal or Arbitrator fails to attend or to be represented, the Board, Court, Labour Court, Tribunal, National Tribunal or Arbitrator may proceed, as if the party had duly attended or had been represented.”

7. Rule 22 of the Industrial Disputes (Central) Rules, 1957 and Rule 25 of the Industrial Disputes Rules, 1974 authorize the adjudicating authority to proceed in the absence of a party. It creates a fiction which enables the Tribunal to presume that all the parties are present before it although, infact, it is not true, and thus make an *ex-parte* award. This Tribunal in these circumstances has to imagine that the absentee workman is present and having done so, can give full effect to its imagination and carry it to its logical end. Under Rule 25, this Tribunal, thus, has to imagine that the workman is present, he is unwilling to file the statement of claim, adduce evidence or argue his case.

8. In the instant case, neither the workman nor his counsel has put in appearance before this Tribunal today. In these circumstances, the Tribunal can proceed and pass *ex-parte* award on its merits.

9. As per the reference, it was required of the petitioner to plead and prove on record that the termination of his services *w.e.f.* 17-06-2023 was without complying with the provisions of the Act and, thus, illegal and unjustified. However, there is neither any pleading nor any evidence to this effect on record on the part of the petitioner/workman. At the risk of repetition it is reiterated

that the petitioner/workman had not put in appearance before this Tribunal. In this view of the matter, the petitioner is not entitled to any relief. Accordingly, this reference is answered in the negative. Parties to bear their own costs.

10. The reference is answered in the aforesaid terms.

11. A copy of this Award be sent to the appropriate Government for necessary action at its end and the file after due completion be consigned to the Record Room.

Announced in the open Court today this 13th day of January, 2026.

Sd/-
(ANUJA SOOD),
Presiding Judge,
Industrial Tribunal-cum-Labour Court,
Shimla, (H.P.).

**IN THE COURT OF ANUJA SOOD, PRESIDING JUDGE
HP INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, SHIMLA**

Reference Number : 184 of 2025

Instituted on : 11-11-2025

Decided on : 13-01-2026

Neema Devi, w/o Sh. Pawan Kumar, r/o Village Panjog, P.O. Mashobra, Tehsil & District Shimla, H.P.

VERSUS

The Divisional Forest Officer, Shimla Forest Division, Shimla (Rural), District Shimla, H.P.
..Respondent.

Reference under Section 10 of the Industrial Disputes Act, 1947

For the Petitioner : Nemo

For the Respondent : Sh. Devender Chandel, DDA

AWARD

The reference given below has been received from the appropriate Government for adjudication:—

“Whether termination of the services of Smt. Neema Devi, w/o Sh. Pawan Kumar, r/o Village Panjog, P.O. Mashobra, Tehsil & District Shimla, H.P. who has worked on bill basis, by The Divisional Forest Officer, Shimla Forest Division, Shimla (Rural), District Shimla, H.P. w.e.f. 17-06-2023 without complying with the provisions of the Industrial Disputes Act, 1947, is legal and justified? If not, what relief of reinstatement, seniority,

amount of back wages, past service benefits and compensation the above aggrieved workman is entitled to from the above management?"

2. The case was listed for appearance of the parties for today but, however, neither the petitioner nor her counsel had put in appearance before this Tribunal, despite the case being called several times since morning. Hence, despite due notice of the date of hearing, the workman/petitioner had remained *ex-parte*.

3. It will be apt at this stage to take note of the relevant provisions of the Industrial Disputes Act, 1947 (hereinafter referred to as 'the Act' for brevity sake). Section 2 (b) of the Act defines the Award as under:—

"(b) "award" means an interim or a final determination of any industrial dispute or of any question relating thereto by any Labour Court, Industrial Tribunal or National Industrial Tribunal and includes an arbitration award made under Section 10A;"

4. Sub-Section (1) of Section 11 of the Act provides that subject to any rules that may be made in this behalf, an arbitrator, a Board, Court, Labour Court, Tribunal or National Tribunal shall follow such procedure as the arbitrator or other authority concerned may think it fit. The Central Government has framed rules called "The Industrial Disputes (Central) Rules, 1957." Rule 10-B (9) reads thus:—

"10-B (9) In case any party defaults or fails to appear at any stage the Labour Court, Tribunal, or National Tribunal, as the case may be, may proceed with the reference ex-parte and decide the reference application in the absence of the defaulting party."

5. Rule 22 reads thus:—

"Board, Court, Labour Court, Tribunal, National Tribunal or Arbitrator may proceed ex-parte.- If without sufficient cause being shown, any party to the proceeding before a Board, Court, Labour Court, Tribunal, National Tribunal or Arbitrator fails to attend or to be represented, the Board, Court, Labour Court, Tribunal, National Tribunal or Arbitrator may proceed, as if the party had duly attended or had been represented."

6. The State of Himachal Pradesh has also framed rules called "The Industrial Disputes Rules, 1974." Rule 25 thereof reads thus:—

"Board, Court, Labour Court, Tribunal, National Tribunal or Arbitrator may proceed ex-parte.- If without sufficient cause being shown, any party to the proceeding before a Board, Court, Labour Court, Tribunal, National Tribunal or Arbitrator fails to attend or to be represented, the Board, Court, Labour Court, Tribunal, National Tribunal or Arbitrator may proceed, as if the party had duly attended or had been represented."

7. Rule 22 of the Industrial Disputes (Central) Rules, 1957 and Rule 25 of the Industrial Disputes Rules, 1974 authorize the adjudicating authority to proceed in the absence of a party. It creates a fiction which enables the Tribunal to presume that all the parties are present before it although, infact, it is not true, and thus make an *ex parte* award. This Tribunal in these circumstances has to imagine that the absentee workman is present and having done so, can give full effect to its imagination and carry it to its logical end. Under Rule 25, this Tribunal, thus, has to imagine that the workman is present, she is unwilling to file the statement of claim, adduce evidence or argue her case.

8. In the instant case, neither the workman nor her counsel has put in appearance before this Tribunal today. In these circumstances, the Tribunal can proceed and pass *ex-parte* award on its merits.

9. As per the reference, it was required of the petitioner to plead and prove on record that the termination of her services *w.e.f.* 17-06-2023 was without complying with the provisions of the Act and, thus, illegal and unjustified. However, there is neither any pleading nor any evidence to this effect on record on the part of the petitioner/workman. At the risk of repetition it is reiterated that the petitioner/workman had not put in appearance before this Tribunal. In this view of the matter, the petitioner is not entitled to any relief. Accordingly, this reference is answered in the negative. Parties to bear their own costs.

10. The reference is answered in the aforesaid terms.

11. A copy of this Award be sent to the appropriate Government for necessary action at its end and the file after due completion be consigned to the Record Room.

Announced in the open Court today this 13th day of January, 2026.

Sd/-
(ANUJA SOOD),
Presiding Judge,
Industrial Tribunal-cum-Labour Court,
Shimla (H.P.).

**IN THE COURT OF ANUJA SOOD, PRESIDING JUDGE
HP INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, SHIMLA
AT CAMP COURT NALAGARH**

Reference No. : 25 of 2023

Instituted on : 05-01-2023

Decided on : 16-01-2026

Om Prakash & Others c/o Sh. Satish Sharma (President), AITUC, Distt. Solan, H.P. # 7, Omex Parkwood, Phase-II, Chakkan Road Baddi, Tehsil Nalagarh, District Solan, H.P. ..Petitioner.

VERSUS

The Vice Chancellor, M/s Baddi University of Emerging Sciences and Technologies, Makhnu Majra, P.O. Bhud, Tehsil Nalagarh, Distt. Solan, H.P. ..Respondent.

Reference under Section 10 of the Industrial Disputes Act, 1947

For the petitioner : Shri J.C. Bhardwaj, AR.

For the respondent : Ex-parte

AWARD

The following reference was received for adjudication from the appropriate Government:—

“Whether the demands raised by Sh. Om Prakash & Others c/o Sh. Satish Sharma (President), AITUC, Distt. Solan, H.P. # 7, Omex Parkwood, Phase-II, Chakkan Road Baddi, Tehsil Nalagarh, Distt Solan, H.P. vide their demand notice dated 24-09-2020 (copy enclosed) before Vice Chancellor, M/S Baddi University of Emerging Sciences and Technologies, Makhnu Majra, P.O. Bhud, Tehsil Nalagarh, Distt. Solan, H.P. is legal and justified? If yes, to what monetary and other consequential service benefits, the above-mentioned workmen are entitled to from the above said employer/management”

2. The case of the petitioners as it emerges from the statement of claim is that all the workmen have filed the present claim petition against the respondent for redressal of their grievance and adjudication of the demands raised by the workmen. The majority of non-teaching employees/workmen employed in the respondent establishment served a demand charter dated 21-09-2020 under Section 2-K of the Industrial Disputes Act, 1947 (hereinafter to be referred as the Act) to the respondent wherein the workmen demanded implementation of some statutory provisions under the Labour Law Legislation including increase in wages by way of financial benefits. It is averred that during conciliation proceedings respondent filed reply whereby the respondent management had conceded their faults and accepted the legitimate and reasoned demands of the workmen, but the demands accepted by the respondent during conciliation remain unfulfilled. The workmen are working with the respondent for a considerable period at the lowest wages for past many years. The workmen by way of demand charter have demanded for withdrawal of notice dated 13-06-2020 for leave without pay and clearance of illegally withheld wages, deduction made from the salaries of the workmen in the name of ESIC and EPF be deposited with the respective departments with immediate effect, 30% increase in the salary/wages or the pay scales and allowances against each post be granted at par with the similarly situated universities as the claim for pay scales and allowances at par with Shoolini university Solan which are reasonable and justified on the principles of reason cum institute basis and two pairs of uniforms with shoes along-with stitching charges be given to each workman. Through, this claim petition, it is prayed that the demands raised by the workmen of the respondent are just and reasonable and the same be granted in favour of the workmen with retrospective effect from the date of demand notice dated 21-09-2020.

3. Notice of this claim was sent to the respondent, but despite having been served as per law, none appeared on behalf of respondent, hence, vide order dated 26-04-2024, the respondent proceeded against *ex-parte*.

4. In *ex-parte* evidence, the petitioner examined Shri Ravinder Singh as PW-1, who tendered in evidence his affidavit Ex. PW-1/A, which is just a reproduction of averments as made in the claim petition. It is averred in the affidavit that the workmen are entitled to receive full salary *w.e.f.* June, 2020 to February, 2022 (19 months in total). Witness also tendered in evidence calculation done by university Mark PA, demand notice Ex. PW-1/B, email dated 13-06-2020 Mark PB and notification dated 27-05-2020 Ex. PW-1/C.

5. The following points arise for determination in this case:—

1. Whether the demands raised by Shri Om Prakash & Others vide their demand notice dated 24-09-2020 before vice Chancellor, M/s Baddi University of Emerging Sciences and Technologies, is legal and justified? If not, what relief the petitioner is entitled to?

..OPP.

2. Relief:

6. I have heard the Authorized Representative of petitioner/ workmen and have also gone through the record with care.

7. For the reasons to be recorded hereinafter while discussing the aforesaid point for determination, my findings thereon are as under:—

Point No. 1 : Partly Yes.

Relief : Reference partly answered in affirmative as per operative part of the Award.

REASONS FOR FINDINGS

POINT NO. 1

8. So far as the claim of the fifteen workers of petitioner union is concerned, the same have been raised through Shri J.C Bhardwaj, President AITUC vide authority letter which is on the record of the case file. The main demand raised by the petitioner union is for the withdrawal of notice dated 13-06-2020 issued by respondent university for leave without pay for the period 2020-21-22 Mark PC vide which the workers of petitioner union were directed to be on leave without pay from 01-06-2020 till the opening of university. Further claim of the petitioner union is that the petitioner had served the demand notice on the respondent, wherein the workmen had demanded implementation of some demands including increase in wages. During conciliation proceedings the respondent management had considered the demands of the petitioner and had undertaken to comply with the legal requisites and address other grievance of the petitioners including the payment of 50% of wages to each workman for the period of 2020-21-22, however, the respondent failed to comply with their promise. The petitioners are now demanding full back-wages. The respondent has not come forward to contest the claim of the petitioners. Petitioner union by examining Shri Ravinder Singh as PW-1 has produced on record the calculation Mark PA, demand notice Ex. PW-1/A, email dated 13-06-2020 Mark PB and government notification dated 27-05-2020 Ex. PW-1/C. Vide office notice dated 13-06-2020 the employees were directed to be on leave without wages for the period 2020-21-22 from 01-06-2020 till the opening of university. The respondent has not come forward to explain that under what provision of law this notice was issued and why the salary/wages of the workers/employees was withheld by the respondent. Even otherwise, there is no denial of the fact that there was an outbreak of pandemic Corona Virus - 2019, much known as COVID-19 in the year 2020. Admittedly, the entire country was put under lock-down from 24.03.2020 to 08.06.2020 and in this regard instructions stood issued by the Ministry of Labour & Employment Government of India, vide DO No. M-11011/08/2020-Media dated 20.03.2020, which reads as under:—

“The World is facing a catastrophic situation due to outbreak of COVID- 19 and in order to combat this challenge, coordinated joint efforts of all Sections of the Society is required. In view of the above, there may be incidence that employee's/worker's services are dispensed with on this pretext or the employee/worker are forced to go on leave without wage/salaries. In the backdrop of such challenging situation, all the Employers of Public/Private Establishments may be advised to extend their coordination by not terminating their employees, particularly casual or contractual workers from job or reduce their wages. If any worker takes leave, he should be deemed to be on duty without any consequential deduction in wages for this period. Further, if the place of employment is to be made non-operational due to COVID-19,

the employees of such unit will be deemed to be on duty. The termination of employee from the job or reduction in wages in this scenario would further deepen the crises and will not only weaken the financial condition of the employee but also hamper their morale to combat their fight with this epidemic, In view of this, you are requested to issue necessary Advisory to the Employers/Owners of all the establishments in the State.

9. So also in view the aforesaid notification, the office notice dated 13-06-2020 whereby the employees/workers were directed to be on leave without wages for the period 2020-21-22 from 01-06-2020 till the opening of university during the COVID-19 pandemic, is illegal and unjustified.

10. Even, the Hon'ble Supreme in **2020 LLR 579 case titled as Ficus Pax Private Ltd. & Ors. Vs. Union of India & Ors.**, has dealt with the similar question and has held that the right to wages is a preexisting right which flows inter alia from the contract of employment as well as broader constitutional and statutory scheme flowing from Article 14 and 21 of the Constitution and encompassing Payment of wages Act. In this case also the Hon'ble Supreme Court took note of the notification dated 20-03-2020 as referred to supra and held as under:—

“27. It is true that the orders dated 29-03-2020 which was passed in exercise of power under Section 10(2)(I) of the Disaster Management Act, 2005, stood withdrawn by subsequent order dated 17.05.2020 w.e.f. 18-05-2020. The consequence of the subsequent order dated 17-05-2020 is that the obligation cast on the employer to make payment of wages of their workers at their workplace, without any reduction, for the period their establishments are under closure during the lockdown is no longer in operation. However, the issue regarding obligation of the employer as per order dated 29-03-2020 when it remained in force is still to be answered especially when the petitioners challenges the order as ultra vires to Disaster Management Act, 2005, as well as violative of Article 14, 19(1)(g) and Article 21. The petitioners have also prayed that Section 10(2)(I) of Disaster Management Act, 2005, be declared ultra vires to Article 14 and Article 19(1)(g), in event, it is interpreted in conferring authority to the Central Government to direct the employers of the Private establishments to pay wages of their workers during the lockdown period”.

11. Thus, in the light of the judgment cited supra and in view of notification dated 20-03-2020, the respondent is under legal and moral obligation to pay the full wages to the workers of petitioner union even during Covid period.

12. Now, coming to the other demands raised by the petitioner union. The petitioner union has claimed increase in the salary/wages upto 30% hike in the present wages of the workmen working with the respondent university. It is claimed by the petitioner union that pay scales and allowances against each post be granted at par with the similarly situated universities like Shoolini university. The petitioner union has claimed that the allowances and pay/wages of Shoolini university are reasonable and justified on the principles of reason-cum-institute basis as such either their pay should be hiked @ 30% or they should be paid the equal wages at par with the employees/workers of Shoolini university against each post. The petitioner union has not placed on record any document of Shoolini university in order to show that what pay and allowances the similarly situated employees/workmen are getting in Shoolini university. Otherwise also the Hon'ble Apex Court in **2023 LLR 523 case titled as The VVF Ltd., Employees Union Vs. M/s VVF India Ltd., & Anr.**, has held that for revision of pay/wages and other facilities, the standard criteria which is followed by the industrial adjudicator is to apply industry-cum-region test, which in substance implies that the prevailing pay and other allowances should be compared with equally placed or similarly situated industrial units in the same region. The settled law is that while

determine comparability of units applying the industry-cum-region test, inter alia, the financial capacity of the employer would be a strong factor.

13. Coming to the case in hand, nothing has been brought on record by the petitioner union to suggest that what is the financial capacity of respondent university nor any document of Shoolini university has been placed on record to show that what wages/salaries the Shoolini university is paying to its similar situated employees/workers. So far as the demand of the petitioner union for increase of 30% in present wages/salaries is concerned, the petitioner union has not placed on record any previous long-term settlement vide which the salaries of the workers/employees were increased nor there is anything on record to suggest that what was increase granted by the respondent to petitioner union and after what period of time the increase was made in the wages/salaries of the workers of petitioner union by the respondent. In the absence of any such documentary evidence on record, the demand of petitioner union for hike of 30% in the present wages/salaries or allowances equitant to the wages/salaries of workers/employees of Shoolini university cannot be accepted.

14. Now, coming to the other demand as raised by the petitioner union that they should be provided two pairs of uniform with shoes along-with actual stitching charges. In order to justify this demand, no specific evidence has been led by the petitioner union. There is only a bald statement in affidavit Ex. PW-1/A that the respondent be directed to give two pairs of uniform with shoes along-with actual stitching charges to the workers of petitioner union. However, petitioner union has not led any evidence to the effect that earlier also they were provided two pairs of uniform with shoes along-with actual stitching charges. No appointment letter/contract of employment has been placed on record which could go to show that there was a stipulation in this regard. In the absence of any agreement between the parties and in the absence of any appointment letter and that too without there being any settlement between the parties, the respondent university cannot be burdened to provide two pairs of uniform with shoes along-with actual stitching charges. Moreover, the petitioner union has also not led any evidence to establish that their working conditions are such that they need special type of shoes and uniform to work such inside the premises of the respondent university. Petitioners have also claimed that deduction made from their salaries may be deposited with ESIC & EPFO at the earliest as the respondent has failed to deposit the contribution towards EPFO and ESIC before the said authorities and thus violated the mandatory provisions of labour law legislation. However, nothing has been produced on record by the petitioners to establish on record that the deduction made from their salaries has not been deposited with ESIC and EPFO. Moreover, if there is any violation on the part of the respondent while depositing the deductions with ESIC and EPFO, the petitioners are at liberty to raise such objection before competent authority in this regard.

15. In view of the discussion made hereinabove, the claim filed by the petitioner union is partly allowed. Resultantly, the workers of petitioner union are held entitled to full salary/wages for the period June, 2020 to December 2020 (Seven Months), from Jan., 2021 to October, 2021 (Ten Months) and from Jan., 2022 to Feb., 2022 (Two Months). The workers of petitioner union are held entitled to full salary/wages for 19 months in total as aforesaid. The other demands raised by the workers of petitioner union appears to be unjustified as such the same are rejected. The point no.1 is partly answered in favour of the petitioner union and against the respondent university.

RELIEF

16. As a sequel to my above discussion and findings on point no. 1 above, the claim of the petitioner union succeeds and is hereby partly allowed. The respondent university is directed to pay full salary/wages for the period June, 2020 to December 2020 (Seven Months), from Jan., 2021 to October, 2021 (Ten Months) and from Jan., 2022 to Feb., 2022 (Two Months). The payment of

back-wages/salary shall be payable within a period of three months from the date of award, failing which, the same shall carry an interest @ 9% per annum. The other demands as raised vide demand notice dated 24-09-2020 are rejected. The reference is answered in the aforesaid terms. A copy of this Award be sent to the appropriate Government for publication in the official gazette and the file after due completion be consigned to the Record Room.

Announced in the open Court today on this 16th Day of January, 2026.

Sd/-
(ANUJA SOOD),
Presiding Judge,
Industrial Tribunal-cum-Labour Court,
Shimla (H.P.).
Camp at Nalagarh.

हिमाचल प्रदेश विधान सभा सचिवालय

अधिसूचना

दिनांक 31 मार्च, 2026

संख्या: वि0स0-विधायन-विधेयक/1-12/2026.— हिमाचल प्रदेश विधान सभा की प्रक्रिया एवं कार्य संचालन नियमावली, 1973 के नियम-140 के अन्तर्गत **शिमला की सड़कों का उपयोग करने वालों तथा पैदल चलने वालों के लिए (लोक सुरक्षा और सुविधा) संशोधन विधेयक, 2026 (2026 का विधेयक संख्यांक 6)** जो आज दिनांक 31 मार्च, 2026 को हिमाचल प्रदेश विधान सभा में पुरःस्थापित हो चुका है, सर्व-साधारण को सूचनार्थ राजपत्र में मुद्रित करने हेतु प्रेषित किया जाता है।

हस्ताक्षरित / —
(यशपाल),
सचिव,
हि0प्र0 विधान सभा।

2026 का विधेयक संख्यांक 6.

**शिमला की सड़कों का उपयोग करने वालों तथा पैदल चलने वालों के लिए
(लोक सुरक्षा और सुविधा) संशोधन विधेयक, 2026**

खण्डों का क्रम

खण्ड:

1. संक्षिप्त नाम।
2. धारा 6 का संशोधन।
3. धारा 7 का संशोधन।
4. धारा 8 का संशोधन।
5. धारा 12 का प्रतिस्थापन।

**शिमला की सड़कों का उपयोग करने वालों तथा पैदल चलने वालों के लिए (लोक सुरक्षा और सुविधा)
संशोधन विधेयक, 2026**

(विधान सभा में पुरःस्थापित रूप में)

शिमला की सड़कों का उपयोग करने वालों तथा पैदल चलने वालों के लिए (लोक सुरक्षा और सुविधा) अधिनियम, 2007 (2008 का अधिनियम संख्यांक 02) का और संशोधन करने के लिए विधेयक।

भारत गणराज्य के सतहत्तरवें वर्ष में हिमाचल प्रदेश विधानसभा द्वारा निम्नलिखित रूप में यह अधिनियमित हो:-

1. संक्षिप्त नाम.—इस विधेयक का संक्षिप्त नाम शिमला की सड़कों का उपयोग करने वालों तथा पैदल चलने वालों के लिए (लोक सुरक्षा और सुविधा) संशोधन अधिनियम, 2026 है।

2. धारा 6 का संशोधन.—शिमला की सड़कों का उपयोग करने वालों तथा पैदल चलने वालों के लिए (लोक सुरक्षा और सुविधा) अधिनियम, 2026 (जिसे इसमें इसके पश्चात "मूल अधिनियम" कहा जाएगा) की धारा 6 में:-

(क) उप-धारा (2) में "सौ" शब्द के स्थान पर "पांच सौ" शब्द रखे जाएंगे, और

(ख) उप-धारा (3) में "दो हजार पांच सौ" शब्दों के स्थान पर "दस हजार" शब्द रखे जाएंगे:

3. धारा 7 का संशोधन.—मूल अधिनियम की धारा 7 में:-

(क) उप-धारा (1) में "उपायुक्त" शब्द के स्थान पर "गृह विभाग में सचिव" शब्द और चिन्ह रखे जाएंगे;

(ख) उप-धारा (2) में "सौ" शब्द के स्थान पर "पांच सौ" शब्द रखे जाएंगे; और

(ग) उप-धारा (3) में "एक हजार" शब्दों के स्थान पर "पांच हजार" शब्द रखे जाएंगे।

4. धारा 8 का संशोधन.—मूल अधिनियम की धारा 8 में:-

(क) उप-धारा (3) में, "दो सौ" शब्दों के स्थान पर "एक हजार" शब्द रखे जाएंगे।

(ख) उप-धारा (4) में "सौ" शब्द के स्थान पर "पांच सौ" शब्द रखे जाएंगे।

5. धारा 12 का प्रतिस्थापन.—मूल अधिनियम की धारा 12 के स्थान पर निम्नलिखित किया जाएगा, अर्थात्:-

"12. शास्तियां.—(1) जो कोई पास के किसी भी निबन्धन और शर्त का उल्लंघन करता है, तो उसे दो हजार रुपये के जुर्माने से दण्डित किया जाएगा या उसके व्यतिक्रम में उसे दस दिन का साधारण कारावास भुगतना होगा:

परन्तु ऐसे प्रत्येक अपराध का वर्दी में पुलिस अधिकारी द्वारा, जो उप-निरीक्षक की पंक्ति से नीचे का न हो एक हजार रुपये की प्रशमन फीस के साथ स्थल पर (मौके पर) ही शमन किया जा सकेगा।

(2) किसी प्रतिबंधित सड़क पर बिना किसी विधिमान्य पास के यान चलाने पर शास्ति पांच हजार रुपये तथा सील्ड सड़क पर दस हजार रुपये होगी:

परन्तु कोई वर्दीधारी पुलिस अधिकारी जो सहायक उप निरीक्षक की पंक्ति से नीचे का न हो विहित शास्ति के पचास प्रतिशत के बराबर शमन शुल्क लेकर स्थल पर ही अपराध का शमन कर सकेगा।

(3) उपधारा (1) के अध्याधीन रहते हुए जो कोई इस अधिनियम के किसी भी उपबन्ध का उल्लंघन करता है तो उसे तीन हजार रुपए के जुर्माने से दण्डित किया जाएगा या उसके व्यतिक्रम में उसे पन्द्रह दिन का साधारण कारावास भुगतना होगा:

परन्तु यह कि वर्दी में पुलिस अधिकारी द्वारा, जो उप-निरीक्षक की पंक्ति से नीचे का न हो, पन्द्रह सौ रुपए की प्रशमन फीस के साथ अपराध का स्थल पर (मौके पर) ही शमन किया जा सकेगा।”।

उद्देश्यों और कारणों का कथन

शिमला की सड़कों का उपयोग करने वालों तथा पैदल चलने वालों के लिए (लोक सुरक्षा सुविधा) अधिनियम 2007 को शिमला मालरोड की पहचान (महत्व) आम रास्ते के रूप में इसके उपयोग को रोकते हुए और शिमला शहर की सील्ड और प्रतिबन्धित सड़कों पर लोक सुरक्षा और सुविधा के हित में यातायात को विनियमित करने हेतु अधिनियमित किया गया था। तथापि, गत वर्षों में अनाधिकृत यानीय यातायात को निर्धारित करने में लगभग दो दशक पूर्व स्थापित नाममात्र फीस संरचना और अल्प शास्ति दरें अपर्याप्त सिद्ध हुई हैं। इससे यानों के गुजरने में असंधार्य कठिनाई और पैदल चलने वालों की सुरक्षा के साथ खिलवाड़ हो रहा है तथा मालरोड क्षेत्र में ऐतिहासिक यान मुक्त पहचान को भी क्षति पहुँची है।

इन चुनौतियों का सामना करने के लिए विधेयक “सील्ड और प्रतिबन्धित” सड़कों हेतु आवेदन फीस और वार्षिक परमिट प्रभारों में महत्वपूर्ण वृद्धि पुरःस्थापित करता है। यह उपाय यातायात की तंगी को कम करने और शिमला में पैदल चलने वालों की सुरक्षा और सुविधा को प्राथमिकता देने हेतु अनिवार्य है।

यह विधेयक उपरोक्त उद्देश्यों की पूर्ति के लिए है।

(सुखविन्दर सिंह सुक्खू)
मुख्य मंत्री।

शिमला:

तारीख:, 2026

Bill No. 6 of 2026.

**THE SHIMLA ROAD USERS AND PEDESTRIANS (PUBLIC SAFETY AND
CONVENIENCE) AMENDMENT BILL, 2026**

ARRANGEMENT OF CLAUSES

Clauses:

1. Short title.
2. Amendment of section 6.
3. Amendment of section 7.
4. Amendment of section 8.
5. Substitution of section 12.

Bill No. 6 of 2026.

**THE SHIMLA ROAD USERS AND PEDESTRIANS (PUBLIC SAFETY AND
CONVENIENCE) AMENDMENT BILL, 2026**

(AS INTRODUCED IN THE LEGISLATIVE ASSEMBLY)

A

BILL

*further to amend the Shimla Road Users and Pedestrians (Public Safety and Convenience)
Act, 2007 (Act No. 2 of 2008).*

BE it enacted by the Legislative Assembly of Himachal Pradesh in the Seventy-seventh
Year of the Republic of India as follows:—

1. Short title.—This Act may be called the Shimla Road Users and Pedestrians (Public
Safety and Convenience) Amendment Act, 2026.

2. Amendment of section 6.—In section 6 of the Shimla Road Users and Pedestrians
(Public Safety and Convenience) Act, 2007 (hereinafter referred to as the “principal Act”),—

- (a) in sub-section (2), for the figures “100/-”, the figures “500” shall be substituted;
and
- (b) in sub-section (3), for the figures “2500/-” the figures “10,000” shall be
substituted.

3. Amendment of section 7.—In section 7 of the principal Act,—

- (a) in sub-section (1), for the words “Deputy Commissioner”, the words “Secretary in the Home Department” shall be substituted;
- (b) in sub-section (2), for the figures “100/-”, the figures “500” shall be substituted; and
- (c) in sub-section (3), for the figure “1000”, the figure “5000” shall be substituted.

4. Amendment of section 8.—In section 8 of the principal Act,—

- (a) in sub-section (3), for the figures “200/-”, the figures “1000” shall be substituted;
- (b) in sub-section (4), for the figures “100” the figures “500” shall be substituted; and

5. Substitution of section 12.—For section 12 of the principal Act, the following shall be substituted, namely:—

“12. Penalties.—(1) Whoever contravenes any of the terms and conditions of the pass, shall be punishable with a fine of Rs. 2000 or undergo simple imprisonment of 10 days in default thereof:

Provided that each such offence may be compounded on the spot by a Police Officer in uniform not below the rank of Assistant Sub-Inspector for a compounding fee of Rs. 1000.

(2) The penalty for plying a vehicle without a valid pass shall be Rs. 5000 on a restricted road and Rs. 10,000 on a sealed road :

Provided that a police officer in uniform not below the rank of Assistant Sub-Inspector may compound the offence for a compounding fee equal to fifty percent of the prescribed penalty.

(3) Subject to sub-section (1), whoever contravenes any of the provisions of this Act, shall be punishable with a fine of Rs. 3000 or undergo simple imprisonment of 15 days, in default thereof:

Provided that a police officer in uniform not below the rank of Assistant Sub-Inspector may compound the offence on the spot for a compounding fee of Rs. 1500.

STATEMENT OF OBJECTS AND REASONS

The Shimla Road Users and Pedestrians (Public Safety and Convenience) Act, 2007 was enacted to restore the sanctity of the Mall Road Shimla Mall Road by preventing its use as a thoroughfare and to regulate traffic in the interest of public safety and convenience on sealed and restricted roads of Shimla Town. However, in recent years, the nominal fee structure and low penalty rates established nearly two decades ago have proven inadequate in deterring unauthorised vehicular traffic. This had led to an unsustainable surge in vehicle passes, compromising the safety of pedestrians and diluting the historic vehicle free sanctity of the Mall Road area.

To address these challenges, the Bill introduces significant enhancement to the application fees and annual permit charges for "Sealed" and "Restricted" roads. These measures are essential to reduce traffic congestion and prioritise the safety and convenience of pedestrians in Shimla.

This Bill seeks to achieve the aforesaid objectives.

(SUKHVINDER SINGH SUKHU)
Chief Minister.

SHIMLA:

THE....., 2026.

राज्य निर्वाचन आयोग हिमाचल प्रदेश

STATE ELECTION COMMISSION HIMACHAL PRADESH

आर्मसडेल, शिमला-171002 Armsdale, Shimla-171002 Tel. 0177-2620152, 2620159, 2620154,
Email:secysec-hp@nic.in

NOTIFICATION

Dated, the 31st March, 2026

No. SEC(F)1-40/2023-Vol-II-8263.—Whereas the State Election Commission had issued a programme for the updation of electoral rolls *vide* Notification No. SEC(F)1-40/2023-Vol-I, dated 01-10-2025 wherein qualifying date was fixed as 01-10-2025;

And whereas the Government has created/re-organized certain Gram Panchayats in the State and the Commission *vide* letter dated 19-03-2026 had issued a programme for preparation of draft electoral rolls of those Gram Panchayats which are involved in creation/re-organization;

And whereas a Video Conference was held with all the Assistant District Election Officers-*cum*-District Panchayat Officers on 30-04-2026 wherein it was informed that draft electoral rolls of all re-organized/created Gram Panchayats have either been generated or will be generated by 31-03-2026;

And whereas the Commission is of the considered view that in the interest of larger participation, maximum eligible persons should participate in the grass root level democratic process. Accordingly, the Commission in exercise of the powers vested in it under Rule 14 (e) of the HP Panchayati Raj (Elections) Rules, 1994, hereby notifies 01-04-2026 as qualifying date for an elector to be registered in the electoral rolls.

Therefore, the State Election Commission in exercise of the powers vested in it under Article 243K of the Constitution of India, Section 160 of the Himachal Pradesh Panchayati Raj Act, 1994, read with Rule 12 of the Himachal Pradesh Panchayati Raj (Elections) Rules, 1994, hereby issues programme for updation of electoral rolls of those Panchayati Raj Institutions which are impacted by **creation/re-organisation/bifurcation. As creation/reorganization of certain Gram Panchayats are pending for adjudication before the Hon'ble High Court, therefore updation of electoral rolls of such Gram Panchayat shall be subject to the final outcome of the orders of the Ho'nble Court. This programme shall not be applicable to those Panchayati Raj**

Institutions which are not involved in creation/re-organisation/bifurcation. The programme is as under:—

1.	Publication of draft Electoral Rolls	01-04-2026
2.	Filing of claims and objections before the Revising Authority	Up to 10-04-2026
3.	Disposal of claims and objections by the Revising Authority	Up to 13-04-2026
4.	Filing of Appeals before the Appellate Authority	Up to 20-04-2026
5.	Disposal of Appeals by the Appellate Authority	Up to 22-04-2026
6.	Final publication of electoral rolls	On or before 24-04-2026

The Claims and Objections will have to be filed by the person individually or sent by registered post or by a person authorized by him in writing in this behalf. **No claims/objections shall be received in bulk from an individual; however, claims and objections of family members may be received from an individual.** Thereafter, claims/objections/appeals shall be disposed of in accordance with provisions enshrined under relevant statutes. After the disposal of claims/objections and appeals, the District Election Officer (Panchayat) shall cause the Draft Electoral Rolls to be corrected through ERMS software in accordance with the orders passed by the Revising/ Appellate Authorities.

Thereafter, the District Election Officer (Panchayats) shall issue notice of final publication of Electoral Rolls as per programme notified by the Commission. **The finally published electoral rolls shall be uploaded on the official website of the Commission and District concerned.**

As soon as the notice of final publication is issued by the District Election Officer (P) the intimation of the same may be sent to the Commission immediately through E-mail followed by confirmation by post. Thereafter **Twenty copies of the electoral roll shall be** printed locally after completing all codal formalities in respect of each ward. The soft copy of finalized electoral roll should be kept in the record alongwith one hard copy duly authenticated by the District Election Officer (P).

The relevant provisions of Rules *ibid* and directions issued by the Commission for preparation of the said electoral rolls shall be followed strictly. The prescribed time limit is the essence of the schedule, therefore inviolable and must be adhered to, failing which may invite serious disciplinary consequences.

Kindly acknowledge receipt and pay personal attention.

By order,

Sd/-
(ANIL KHACHI),
State Election Commissioner,
Himachal Pradesh.

**In the Court of Marriage Officer-cum-Sub-Divisional Magistrate, Bhoranj,
Distt. Hamirpur, Himachal Pradesh**

1. Sh. Pankaj Kumar s/o Sh. Balbir Singh, Village Bagwar, P.O. Dhamrol, Tehsil Bhoranj, Distt. Hamirpur (H.P.) aged 31 years old.

2. Luxmi d/o Sh. Sukh Lal, r/o Ram Nagar, District Jhanshi (U.P.) aged 21 years old

Versus

General Public

Sh. Pankaj Kumar s/o Sh. Balbir Singh, Village Bagwar, P.O. Dhamrol, Tehsil Bhoranj, Distt. Hamirpur (H.P.) and Luxmi d/o Sh. Sukh Lal, r/o Ram Nagar, District Jhanshi (U.P.) have filed an application alongwith affidavits in this court under Section 16 of Special Marriage Act, 1954 (Central Act) as amended by the Marriage laws amendment Act 01,49 of 2001, that they have solemnized their marriage ceremony on dated 14-02-25 at Village Bagwar, P.O. Dhamrol, Tehsil Bhoranj Distt. Hamirpur (H.P.) as pre Hindu Rites and Customs and they are living together as husband and wife since then. Hence their marriage may be registered under Special Marriage Act, 1954.

Therefore, the general public is hereby informed through this notice that any person who has any objections regarding this marriage, can file the objections personally or in writing, before this court on or before 02-04-2026. After that no objection will be entertained and marriage will be registered accordingly.

Issued today on 28-02-2026 under my hand and seal of the court.

Seal.

Sd/-
Marriage Officer-cum-S.D.M.,
Sub-Division Bhoranj, Hamirpur (H.P.).

**In the Court of Marriage Officer-cum-Sub-Divisional Magistrate, Bhoranj,
Distt. Hamirpur, Himachal Pradesh**

1. Ravi Kumar s/o Sh. Suresh Kumar, Village Rasoh, P.O. Kanjyan, Tehsil Bhoranj, Distt. Hamirpur (H.P.) aged 27 years old.

2. Heena Kumari d/o Sh. Piar Chand, Village Kannour & P.O. Kathiana, Tehsil Barsar Distt. Hamirpur (H.P.) aged 20 years old.

Versus

General Public

Subject.— Notice of intended Marriage.

Sh. Ravi Kumar & Heena Kumari have filed an application u/s 5 of Special Marriage Act, 1954 alongwith affidavits and supporting documents in the court of undersigned in which they have stated that they intend to solemnize their marriage within next three calender months.

Therefore, the general public is hereby informed through this notice that if any person who having any objection regarding this marriage, can file the objection personally or in writing, before this court on or before 23-04-2026. In case no objection is received by 23-04-26 it will be presumed that there is no objection to the above said marriage and the same will allowed accordingly.

Issued today on 19-03-2026 under my hand and seal of the court.

Seal.

Sd/-
Marriage Officer-cum-S.D.M.,
Sub-Division Bhoranj, Hamirpur (H.P.).

ब अदालत सहायक समाहर्ता द्वितीय श्रेणी, सुजानपुर, जिला हमीरपुर (हि0प्र0)

मिसल नम्बर	किस्म मुकद्दमा	तारीख दायर	तारीख पेशी
806447 / 2026	नाम दुरुस्ती	19-02-2026	09-04-2026

श्री जोगी दास पुत्र शिबा राम, वासी गांव लम्बरी, तहसील सुजानपुर, जिला हमीरपुर (हि0प्र0)।

वादी।

बनाम

आम जनता

प्रतिवादी।

प्रार्थना-पत्र नाम दुरुस्ती under section 37 (1) 1954 श्री जोगी दास पुत्र शिबा राम, वासी गांव लम्बरी, तहसील सुजानपुर, जिला हमीरपुर (हि0प्र0)

प्रार्थना-पत्र दुरुस्ती नाम प्रार्थी श्री जोगी दास पुत्र शिबा राम, वासी गांव लम्बरी, तहसील सुजानपुर, जिला हमीरपुर (हि0प्र0) ने इस अदालत में प्रार्थना-पत्र दायर किया है कि उसका नाम मोहाल लम्बरी के राजस्व अभिलेख में जोगराज पुत्र शिवा दर्ज है जबकि उसका सही नाम जोगी दास पुत्र शिवा राम है। लिहाजा इसे दुरुस्त करके जोगराज उर्फ जोगी दास पुत्र शिवा राम किया जाए।

अतः इस नोटिस के माध्यम से आम जनता तथा सम्बन्धित रिश्तेदारों को सूचित किया जाता है कि अगर किसी को उपरोक्त नाम दुरुस्ती बारे कोई उजर व एतराज हो तो वह दिनांक तारीख पेशी 09-04-2026 को सुबह 10.00 बजे इस न्यायालय में असालतन या वकालतन अपना एतराज अधोहस्ताक्षरी के समक्ष उपस्थित होकर पेश कर सकता है अन्यथा प्रार्थी व उसके पिता का नाम मोहाल लम्बरी में दुरुस्त करने के आदेश दे दिये जायेंगे। उसके उपरान्त कोई एतराज न सुना जाएगा।

आज दिनांक 24-03-2026 को मेरे हस्ताक्षर व मोहर अदालत द्वारा जारी हुआ।

मोहर।

हस्ताक्षरित / -
सहायक समाहर्ता द्वितीय श्रेणी,
सुजानपुर, जिला हमीरपुर (हि0प्र0)।

ब अदालत सहायक समाहर्ता द्वितीय श्रेणी, सुजानपुर, जिला हमीरपुर (हि0प्र0)

मिसल नम्बर	किस्म मुकद्दमा	तारीख दायर	तारीख पेशी
806471/2026	नाम दुरुस्ती	20-03-2026	09-04-2026

श्री प्रशोतम दास पुत्र सुरमा राम, वासी गांव खनेऊ, तहसील सुजानपुर, जिला हमीरपुर (हि0प्र0)।

वादी।

बनाम

आम जनता

प्रतिवादी।

प्रार्थना-पत्र नाम दुरुस्ती under section 37 (1) 1954 श्री प्रशोतम दास पुत्र सुरमा राम, वासी गांव खनेऊ, तहसील सुजानपुर, जिला हमीरपुर (हि0प्र0)

प्रार्थना-पत्र नाम दुरुस्ती प्रार्थी श्री प्रशोतम दास पुत्र सुरमा राम, वासी गांव खनेऊ, तहसील सुजानपुर, जिला हमीरपुर (हि0प्र0) ने इस अदालत में प्रार्थना-पत्र दायर किया है कि उसका नाम मोहाल खनेऊ के राजस्व अभिलेख में प्रसिन्दा सिंह उर्फ प्रशोतम सिंह उर्फ प्रशोतम दास पुत्र सूरमा दर्ज है जबकि उसका सही नाम प्रसिन्दा सिंह उर्फ प्रशोतम सिंह उर्फ प्रशोतम दास उर्फ प्रशोतम चन्द पुत्र सूरमा है। लिहाजा इसे दुरुस्त करके प्रसिन्दा सिंह उर्फ प्रशोतम सिंह उर्फ प्रशोतम दास उर्फ प्रशोतम चन्द पुत्र सूरमा किया जाए।

अतः इस नोटिस के माध्यम से आम जनता तथा सम्बन्धित रिश्तेदारों को सूचित किया जाता है कि अगर किसी को उपरोक्त नाम दुरुस्ती बारे कोई उजर व एतराज हो तो वह दिनांक तारीख पेशी 09-04-2026 को सुबह 10.00 बजे इस न्यायालय में असालतन या वकालतन अपना एतराज अधोहस्ताक्षरी के समक्ष उपस्थित होकर पेश कर सकता है अन्यथा प्रार्थी व उसके पिता का नाम मोहाल खनेऊ में दुरुस्त करने के आदेश दे दिये जायेंगे। उसके उपरान्त कोई एतराज न सुना जाएगा।

आज दिनांक 24-03-2026 को मेरे हस्ताक्षर व मोहर अदालत द्वारा जारी हुआ।

मोहर।

हस्ताक्षरित/-

सहायक समाहर्ता द्वितीय श्रेणी,
सुजानपुर, जिला हमीरपुर (हि0प्र0)।

ब अदालत सहायक समाहर्ता द्वितीय श्रेणी, सुजानपुर, जिला हमीरपुर (हि0प्र0)

मिसल नम्बर	किस्म मुकद्दमा	तारीख दायर	तारीख पेशी
16/NT/2026	जन्मतिथि पंजीकरण	24-03-2026	09-04-2026

श्रीमती तारा देवी पुत्री मस्त राम, वासी मोहाल जोल, डाकघर बीड बगेहडा, तहसील सुजानपुर, जिला हमीरपुर (हि0प्र0)

वादिनी।

बनाम

आम जनता

प्रतिवादी।

जन्मतिथि पंजीकरण under section 13 (3) of Birth & Death Act 1969 श्रीमती तारा देवी पुत्री मस्त राम, वासी मोहाल जोल, डाकघर बीड बगेहडा, तहसील सुजानपुर, जिला हमीरपुर (हि0प्र0)

प्रार्थना-पत्र बराये जन्मतिथि पंजीकरण प्रार्थिया श्रीमती तारा देवी पुत्री मस्त राम, वासी मोहाल जोल, डाकघर बीड बगेहडा, तहसील सुजानपुर, जिला हमीरपुर (हि0प्र0) ने इस अदालत में दायर किया है कि उनका जन्म दिनांक 20-10-1968 को ग्राम पंचायत बीड बगेहडा में हुआ था तथा सहबन गलती से ग्राम पंचायत बीड बगेहडा में दर्ज नहीं हो पाया है लिहाजा इसे ग्राम पंचायत बीड बगेहडा में दर्ज करने के लिए आदेश पारित किए जाएं।

अतः प्रतिवादी आम जनता तथा सम्बन्धित रिश्तेदारों को इश्तहार द्वारा सूचित किया जाता है कि यदि किसी को उपरोक्त जन्मतिथि पंजीकरण बारे कोई उजर व एतराज हो तो वह दिनांक तारीख पेशी 09-04-2026 को सुबह 10.00 बजे इस न्यायालय में असालतन या वकालतन अपना एतराज अधोहस्ताक्षरी के समक्ष उपस्थित होकर पेश कर सकता है अन्यथा उपरोक्त जन्म तिथि को दर्ज करने के आदेश दे दिये जाएंगे। उसके उपरान्त कोई एतराज न सुना जाएगा।

आज दिनांक 24-03-2026 को मेरे हस्ताक्षर व मोहर अदालत द्वारा जारी हुआ।

मोहर।

हस्ताक्षरित/-
सहायक समाहर्ता द्वितीय श्रेणी,
सुजानपुर, जिला हमीरपुर (हि0प्र0)।

ब अदालत सहायक समाहर्ता द्वितीय श्रेणी, सुजानपुर, जिला हमीरपुर (हि0प्र0)

मिसल नम्बर	किस्म मुकद्दमा	तारीख दायर	तारीख पेशी
14/NT/2026	जन्मतिथि पंजीकरण	17-03-2026	09-04-2026

श्री ईश्वर दास पुत्र हाडू राम, वासी मोहाल परगना, डाकघर बीड बगेहडा, तहसील सुजानपुर, जिला हमीरपुर (हि0प्र0)

वादी।

बनाम

आम जनता

प्रतिवादी।

जन्मतिथि पंजीकरण under section 13 (3) of Birth & Death Act 1969 श्री ईश्वर दास पुत्र हाडू राम, वासी मोहाल परगना, डाकघर बीड बगेहडा, तहसील सुजानपुर, जिला हमीरपुर (हि0प्र0)

प्रार्थना-पत्र बराये जन्मतिथि पंजीकरण प्रार्थी श्री ईश्वर दास पुत्र हाडू राम, वासी मोहाल परगना, डाकघर बीड बगेहडा, तहसील सुजानपुर, जिला हमीरपुर (हि0प्र0) ने इस अदालत में दायर किया है कि उनका जन्म दिनांक 10-12-1965 को ग्राम पंचायत बीड बगेहडा में हुआ था तथा सहबन गलती से ग्राम पंचायत बीड बगेहडा में दर्ज नहीं हो पाया है लिहाजा इसे ग्राम पंचायत बीड बगेहडा में दर्ज करने के लिए आदेश पारित किए जाएं।

अतः प्रतिवादी आम जनता तथा सम्बन्धित रिश्तेदारों को इश्तहार द्वारा सूचित किया जाता है कि यदि किसी को उपरोक्त जन्मतिथि पंजीकरण बारे कोई उजर व एतराज हो तो वह दिनांक तारीख पेशी 09-04-2026 को सुबह 10.00 बजे इस न्यायालय में असालतन या वकालतन अपना एतराज अधोहस्ताक्षरी के समक्ष उपस्थित होकर पेश कर सकता है अन्यथा उपरोक्त जन्म तिथि को दर्ज करने के आदेश दे दिये जाएंगे। उसके उपरान्त कोई एतराज न सुना जाएगा।

आज दिनांक 24-03-2026 को मेरे हस्ताक्षर व मोहर अदालत द्वारा जारी हुआ।

मोहर।

हस्ताक्षरित/—
सहायक समाहर्ता द्वितीय श्रेणी,
सुजानपुर, जिला हमीरपुर (हि0प्र0)।

ब अदालत सहायक समाहर्ता द्वितीय श्रेणी, सुजानपुर, जिला हमीरपुर (हि0प्र0)

मिसल नम्बर	किस्म मुकद्दमा	तारीख दायर	तारीख पेशी
15/NT/2026	जन्मतिथि पंजीकरण	18-03-2026	09-04-2026

श्रीमती कृष्णा देवी पुत्री सालिग्राम, वासी मोहाल भटपुरा, डाकघर जंगल बैरी, तहसील सुजानपुर, जिला हमीरपुर (हि0प्र0) वादिया।

बनाम

आम जनता

प्रतिवादी।

जन्मतिथि पंजीकरण under section 13 (3) of Birth & Death Act 1969 श्रीमती कृष्णा देवी पुत्री सालिग्राम, वासी मोहाल भटपुरा, डाकघर जंगल बैरी, तहसील सुजानपुर, जिला हमीरपुर (हि0प्र0)

प्रार्थना—पत्र बराये जन्मतिथि पंजीकरण प्रार्थिया श्रीमती कृष्णा देवी पुत्री सालिग्राम, वासी मोहाल भटपुरा, डाकघर जंगल बैरी, तहसील सुजानपुर, जिला हमीरपुर (हि0प्र0) ने इस अदालत में दायर किया है कि उनका जन्म दिनांक 08-08-1955 को ग्राम पंचायत बैरी में हुआ था तथा सहबन गलती से ग्राम पंचायत बैरी में दर्ज नहीं हो पाया है लिहाजा इसे ग्राम पंचायत बैरी में दर्ज करने के लिए आदेश पारित किए जाएं।

अतः प्रतिवादी आम जनता तथा सम्बन्धित रिश्तेदारों को सूचित किया जाता है कि यदि किसी को उपरोक्त जन्मतिथि पंजीकरण बारे कोई उजर व एतराज हो तो वह दिनांक तारीख पेशी 09-04-2026 को सुबह 10.00 बजे इस न्यायालय में असालतन या वकालतन अपना एतराज अधोहस्ताक्षरी के समक्ष उपस्थित होकर पेश कर सकता है अन्यथा उपरोक्त जन्म तिथि को दर्ज करने के आदेश दे दिये जाएंगे। उसके उपरान्त कोई एतराज न सुना जाएगा।

आज दिनांक 24-03-2026 को मेरे हस्ताक्षर व मोहर अदालत द्वारा जारी हुआ।

मोहर।

हस्ताक्षरित/—
सहायक समाहर्ता द्वितीय श्रेणी,
सुजानपुर, जिला हमीरपुर (हि0प्र0)।

ब अदालत सहायक समाहर्ता द्वितीय श्रेणी, सुजानपुर, जिला हमीरपुर (हि0प्र0)

मिसल नम्बर	किस्म मुकद्दमा	तारीख दायर	तारीख पेशी
07/NT/2024	तकसीम	04-12-2024	09-04-2026

कुलदीप कुमार आदि

बनाम

“इशतहार”

उपरोक्त वर्णित मुकद्दमा किस्म तकसीम हुकमन अधोहस्ताक्षरी की अदालत में विचाराधीन है जिसमें प्रतिवादीगण सर्वश्री 6. कमल देव पुत्र ज्ञान चन्द पुत्र किरपा राम, 7. कुशल देव पुत्र ज्ञान चन्द पुत्र किरपा राम, 8. कृष्णा देवी विधवा ज्ञान चन्द पुत्र किरपा राम, 9. विजय कुमार पुत्र किरपा राम, 10. विक्रम सिंह पुत्र किरपा राम, वासीगण मोहाल सुजानपुर तहसील सुजानपुर जिला हमीरपुर (हि0प्र0) हैं।

उपरोक्त प्रतिवादीगणों की तामील साधारण तरीके से नहीं हो पा रही है। इसलिए उन्हें बजरिया इशतहार द्वारा सूचित किया जाता है कि वह मुकद्दमा की पैरवी हेतु दिनांक 09-04-2026 को प्रातः 10.00 बजे असालतन या वकालतन अदालत हजा में हाजिर आवे अन्यथा आपके विरुद्ध एकतरफा कार्यवाही अमल में लाई जाएगी।

आज दिनांक 16-03-2026 को मेरे हस्ताक्षर व मोहर अदालत द्वारा जारी हुआ।

मोहर।

हस्ताक्षरित /—
सहायक समाहर्ता द्वितीय श्रेणी,
सुजानपुर, जिला हमीरपुर (हि0प्र0)।

ब अदालत सहायक समाहर्ता द्वितीय श्रेणी, सुजानपुर, जिला हमीरपुर (हि0प्र0)

मिसल नम्बर	किस्म मुकद्दमा	तारीख दायर	तारीख पेशी
09 / NT / 2024	तकसीम	04-12-2024	09-04-2026

स्वरूप कुमार आदि

बनाम

नीलेश आदि

“इशतहार”

उपरोक्त वर्णित मुकद्दमा किस्म तकसीम हुकमन अधोहस्ताक्षरी की अदालत में विचाराधीन है जिसमें प्रतिवादीगण सर्वश्री 1. नीलेश पुत्र सलोचन कुमार पुत्र इशरी प्रसाद, 2. सैलेश पुत्र सलोचन कुमार पुत्र इशरी प्रसाद, 3. उर्वशी पत्नी सलोचन कुमार पुत्र इशरी प्रसाद, 4. केसरी देवी पत्नी हरी कृष्ण पुत्र दया राम, 5. सुशील कुमार उर्फ सुशील चन्द पुत्र मोती लाल पुत्र दया राम, 6. सतीश कुमार पुत्र मोती लाल पुत्र दया राम, 7. प्रवीण कुमार पुत्र मोती लाल पुत्र दया राम, 8. उषा देवी पुत्री मोती लाल पुत्र दया राम, 9. गुड्डो देवी पुत्री मोती लाल पुत्र दया राम, 10. राम दुलारी विधवा राम नाथ पुत्र दया राम, 11. राजिन्द्र कुमार पुत्र कांशी राम पुत्र हरिया, 12. रविन्दर कुमार पुत्र कान्शी राम पुत्र हरिया, 13. रणवीर सिंह पुत्र कांशी राम पुत्र हरिया, 14. गुरप्रेम कौर विधवा कान्शी राम पुत्र हरिया, 15. सुकन्या देवी पुत्री जगतम्बा प्रसाद पुत्र दया राम, 16. अशोक कुमार पुत्र मस्त राम पुत्र खेम्बो, 21. कौशलया देवी पुत्री प्रेमी देवी पुत्र खेम्बो, 22. कमलेश कुमारी पुत्री प्रेमी देवी पुत्री खेम्बो, 23. धर्मदेई पुत्री प्रेमी देवी पुत्री खेम्बो, 24. व्यासां देवी पुत्री खेम्बो, 25. सुरेश कुमार पुत्र रत्तन चन्द पुत्र फितू राम वासीगण मोहाल सुजानपुर तहसील सुजानपुर जिला हमीरपुर (हि0प्र0) हैं।

उपरोक्त प्रतिवादीगणों की तामील साधारण तरीके से नहीं हो पा रही है। इसलिए उन्हें बजरिया इशतहार द्वारा सूचित किया जाता है कि वह मुकद्दमा की पैरवी हेतु दिनांक 09-04-2026 को प्रातः 10.00 बजे

असालतन या वकालतन हजा में हाजिर आवें अन्यथा आपके विरुद्ध एकतरफा कार्यवाही अमल में लाई जाएगी।

आज दिनांक 16-03-2026 को मेरे हस्ताक्षर व मोहर अदालत द्वारा जारी हुआ।

मोहर।

हस्ताक्षरित / —
सहायक समाहर्ता द्वितीय श्रेणी,
सुजानपुर, जिला हमीरपुर (हि0प्र0)।

ब अदालत सहायक समाहर्ता द्वितीय श्रेणी, सुजानपुर, जिला हमीरपुर (हि0प्र0)

मिसल नम्बर	किस्म मुकद्दमा	तारीख दायर	तारीख पेशी
10 / NT / 2024	तकसीम	10-12-2024	09-04-2026

स्वरूप कुमार आदि

बनाम

ओम कान्त आदि

“इश्तहार”

उपरोक्त वर्णित मुकद्दमा किस्म तकसीम हुकमन अधोहस्ताक्षरी की अदालत में विचाराधीन है जिसमें प्रतिवादीगण सर्वश्री 1. ओम कान्त पुत्र इशरी प्रसाद पुत्र दया राम, 2. नरेश पुत्र सलोचन कुमार पुत्र इशरी प्रसाद, 3. सैलेश पुत्र सलोचन कुमार पुत्र इशरी प्रसाद, 4. उर्वशी पत्नी सलोचन कुमार पुत्र इशरी प्रसाद, 5. केसरी देवी पत्नी हरी कृष्ण पुत्र दया राम, 6. सुशील कुमार उर्फ सुशील चन्द पुत्र मोती लाल पुत्र दया राम, 7. सतीश कुमार पुत्र मोती लाल पुत्र दया राम, 8. प्रवीण कुमार पुत्र मोती लाल पुत्र दया राम, 9. उषा देवी पुत्री मोती लाल पुत्र दया राम, 10. गुड्डो देवी पुत्री मोती लाल पुत्र दया राम, 11. राम दुलारी विधवा राम नाथ पुत्र दया राम, 12. विजय कुमार पुत्र किरपा राम पुत्र रांझा, 13. विक्रम पुत्र किरपा राम पुत्र रांझा, 14. कमल देव पुत्र ज्ञान चन्द पुत्र किरपा राम, 15. कुशल देव पुत्र ज्ञान चन्द पुत्र किरपा राम, 16. कृष्णा देवी विधवा ज्ञान चन्द पुत्र किरपा राम, 17. राजिन्द्र कुमार पुत्र कांशी राम पुत्र हरिया, 18. रविन्दर कुमार पुत्र कांशी राम पुत्र हरिया, 19. रणवीर सिंह पुत्र कांशी राम पुत्र हरिया, 20. गुरप्रेम कौर विधवा कान्शी राम पुत्र हरिया वासीगण मोहाल सुजानपुर तहसील सुजानपुर जिला हमीरपुर (हि0प्र0) हैं।

उपरोक्त प्रतिवादीगणों की तामील साधारण तरीके से नहीं हो पा रही है। इसलिए उन्हें बजरिया इश्तहार द्वारा सूचित किया जाता है कि वह मुकद्दमा की पैरवी हेतु दिनांक 09-04-2026 को प्रातः 10.00 बजे असालतन या वकालतन अदालत हजा में हाजिर आवें अन्यथा आपके विरुद्ध एकतरफा कार्यवाही अमल में लाई जाएगी।

आज दिनांक 16-03-2026 को मेरे हस्ताक्षर व मोहर अदालत द्वारा जारी हुआ।

मोहर।

हस्ताक्षरित / —
सहायक समाहर्ता द्वितीय श्रेणी,
सुजानपुर, जिला हमीरपुर (हि0प्र0)।

ब अदालत सहायक समाहर्ता द्वितीय श्रेणी, सुजानपुर, जिला हमीरपुर (हि0प्र0)मिसल नम्बर
11 / NT / 2024किस्म मुकद्दमा
तकसीमतारीख दायर
04-12-2024तारीख पेशी
09-04-2026

स्वरूप कुमार आदि

बनाम

ओम कान्त आदि

“इश्तहार”

उपरोक्त वर्णित मुकद्दमा किस्म तकसीम हुकमन अधोहस्ताक्षरी की अदालत में विचाराधीन है जिसमें प्रतिवादीगण सर्वश्री 1. ओम कान्त पुत्र श्री इशरी प्रसाद पुत्र दया राम, 2. निलेश पुत्र सलोचन कुमार पुत्र इशरी प्रसाद, 3. सैलेश पुत्र सलोचन कुमार पुत्र इशरी प्रसाद, 4. उर्वशी पत्नी सलोचन कुमार पुत्र इशरी प्रसाद, 5. केसरी देवी पत्नी हरी कृष्ण पुत्र दया राम, 6. सुशील कुमार उर्फ सुशील चन्द पुत्र मोती लाल पुत्र दया राम, 7. सतीश कुमार पुत्र मोती लाल पुत्र दया राम, 8. प्रवीण कुमार पुत्र मोती लाल पुत्र दया राम, 9. उषा देवी पुत्री मोती लाल पुत्र दया राम, 10. गुड्डो देवी पुत्री मोती लाल पुत्र दया राम, 11. राम दुलारी विधवा राम नाथ पुत्र दया राम, 12. राजिन्द्र कुमार पुत्र कांशी राम पुत्र हरिया 13. रविन्दर कुमार पुत्र कांशी राम पुत्र हरिया, 14. रणवीर सिंह पुत्र कांशी राम पुत्र हरिया, 15. गुरप्रेम कौर विधवा कान्शी राम पुत्र हरिया, वासीगण मोहाल सुजानपुर तहसील सुजानपुर जिला हमीरपुर (हि0प्र0) हैं।

उपरोक्त प्रतिवादीगणों की तामील साधारण तरीके से नहीं हो पा रही है। इसलिए उन्हें बजरिया इश्तहार द्वारा सूचित किया जाता है कि वह मुकद्दमा की पैरवी हेतु दिनांक 09-04-2026 को प्रातः 10.00 बजे असालतन या वकालतन हजा में हाजिर आवें अन्यथा आपके विरुद्ध एकतरफा कार्यवाही अमल में लाई जाएगी।

आज दिनांक 16-03-2026 को मेरे हस्ताक्षर व मोहर अदालत द्वारा जारी हुआ।

मोहर।

हस्ताक्षरित / —
सहायक समाहर्ता द्वितीय श्रेणी,
सुजानपुर, जिला हमीरपुर (हि0प्र0)।

ब अदालत सहायक समाहर्ता द्वितीय श्रेणी, सुजानपुर, जिला हमीरपुर (हि0प्र0)मिसल नम्बर
12 / NT / 2024किस्म मुकद्दमा
तकसीमतारीख दायर
04-12-2024तारीख पेशी
09-04-2026

स्वरूप कुमार आदि

बनाम

नीलेश आदि

“इश्तहार”

उपरोक्त वर्णित मुकद्दमा किस्म तकसीम हुकमन अधोहस्ताक्षरी की अदालत में विचाराधीन है जिसमें प्रतिवादीगण सर्वश्री 1. निलेश पुत्र श्री सलोचन कुमार पुत्र इशरी प्रसाद, 2. सैलेश पुत्र सलोचन कुमार पुत्र

इशरी प्रसाद, 3. उर्वशी पत्नी सलोचन कुमार पुत्र इशरी प्रसाद, 4. केसरी देवी पत्नी हरी कृष्ण पुत्र दया राम, 5. सुशील कुमार उर्फ सुशील चन्द पुत्र श्री मोती लाल पुत्र दया राम, 6. सतीश कुमार पुत्र मोती लाल पुत्र दया राम, 7. प्रवीण कुमार पुत्र मोती लाल पुत्र दया राम, 8. उषा देवी पुत्री मोती लाल पुत्र दया राम, 9. गुड्डो देवी पुत्री मोती लाल पुत्र दया राम, 10. राम दुलारी विधवा राम नाथ पुत्र दया राम, 11. कृष्णा देवी विधवा ज्ञान चन्द पुत्र किरपा राम, 12. राजिन्द्र कुमार पुत्र कांशी राम पुत्र हरिया, 13. रविन्दर कुमार पुत्र कान्शी राम पुत्र हरिया, 14. रणवीर सिंह पुत्र कांशी राम पुत्र हरिया, 15. गुरप्रेम कौर विधवा कान्शी राम पुत्र हरिया, 16. सुकन्या देवी पुत्री जगतम्बा प्रसाद पुत्र दया राम, 18. सुरेन्द्र कुमार पुत्र मस्त राम पुत्र खेम्बो, 22. कौशल्या देवी पुत्री प्रेमी देवी पुत्र खेम्बो, 23. कमलेश कुमारी पुत्री प्रेमी देवी पुत्र खेम्बो, 24. धर्मदेई पुत्री प्रेमी देवी पुत्र खेम्बो, 25. व्यासां देवी पुत्री खेम्बो, 26. सुरेश कुमार पुत्र रत्न चन्द पुत्र फितू राम वासीगण मोहाल सुजानपुर तहसील सुजानपुर जिला हमीरपुर (हि0प्र0) हैं।

उपरोक्त प्रतिवादीगणों की तामील साधारण तरीके से नहीं हो पा रही है। इसलिए उन्हें बजरिया इश्तहार द्वारा सूचित किया जाता है कि वह मुकद्दमा की पैरवी हेतु दिनांक 09-04-2026 को प्रातः 10.00 बजे असालतन या वकालतन हजा में हाजिर आवें अन्यथा आपके विरुद्ध एकतरफा कार्यवाही अमल में लाई जाएगी।

आज दिनांक 16-03-2026 को मेरे हस्ताक्षर व मोहर अदालत द्वारा जारी हुआ।

मोहर।

हस्ताक्षरित/—
सहायक समाहर्ता द्वितीय श्रेणी,
सुजानपुर, जिला हमीरपुर (हि0प्र0)।

ब अदालत सहायक समाहर्ता द्वितीय श्रेणी, सुजानपुर, जिला हमीरपुर (हि0प्र0)

मिसल नम्बर	किस्म मुकद्दमा	तारीख दायर	तारीख पेशी
13/NT/2024	तकसीम	04-12-2024	09-04-2026

स्वरूप कुमार आदि

बनाम

ओम कान्त आदि

“इश्तहार”

उपरोक्त वर्णित मुकद्दमा किस्म तकसीम हुकमन अधोहस्ताक्षरी की अदालत में विचाराधीन है जिसमें प्रतिवादीगण सर्वश्री 1. ओम कान्त पुत्र श्री इशरी प्रसाद पुत्र दया राम, 2. निलेश पुत्र सलोचन कुमार पुत्र इशरी प्रसाद, 3. सैलेश पुत्र सलोचन कुमार पुत्र इशरी प्रसाद, 4. उर्वशी पत्नी सलोचन कुमार पुत्र इशरी प्रसाद, 5. केसरी देवी पत्नी हरी कृष्ण पुत्र दया राम, 6. सुशील कुमार उर्फ सुशील चन्द पुत्र मोती लाल पुत्र दया राम, 7. सतीश कुमार पुत्र मोती लाल पुत्र दया राम, 8. प्रवीण कुमार पुत्र मोती लाल पुत्र दया राम, 9. उषा देवी पुत्री मोती लाल पुत्र दया राम, 10. शान्ता कुमारी विधवा संतोष कुमार, 11. गुड्डो देवी पुत्री मोती लाल पुत्र दया राम, 12. राम दुलारी विधवा राम नाथ पुत्र दया राम, 13. विजय कुमार पुत्र किरपा राम पुत्र राँझा, 14. विक्रम पुत्र किरपा राम पुत्र राँझा, 15. कमल देव पुत्र ज्ञान चन्द पुत्र किरपा राम, 16. कुशल देव पुत्र ज्ञान चन्द पुत्र किरपा राम, 17. कृष्णा देवी विधवा ज्ञान चन्द पुत्र किरपा राम, 18. राजिन्द्र कुमार पुत्र कांशी राम पुत्र हरिया, 19. रविन्दर कुमार पुत्र कांशी राम पुत्र हरिया, 20. रणवीर सिंह पुत्र कांशी राम पुत्र हरिया, 21. गुरप्रेम कौर विधवा कान्शी राम पुत्र हरिया वासीगण मोहाल सुजानपुर तहसील सुजानपुर जिला हमीरपुर (हि0प्र0) है।

उपरोक्त प्रतिवादीगणों की तामील साधारण तरीके से नहीं हो पा रही है। इसलिए उन्हें बजरिया इशतहार द्वारा सूचित किया जाता है कि वह मुकद्दमा की पैरवी हेतु दिनांक 09-04-2026 को प्रातः 10.00 बजे असाततन या वकालतन हजा में हाजिर आवें अन्यथा आपके विरुद्ध एकतरफा कार्यवाही अमल में लाई जाएगी।

आज दिनांक 16-03-2026 को मेरे हस्ताक्षर व मोहर अदालत द्वारा जारी हुआ।

मोहर।

हस्ताक्षरित / —
सहायक समाहर्ता द्वितीय श्रेणी,
सुजानपुर, जिला हमीरपुर (हि0प्र0)।

ब अदालत सहायक समाहर्ता द्वितीय श्रेणी, सुजानपुर, जिला हमीरपुर (हि0प्र0)

मिसल नम्बर	किस्म मुकद्दमा	तारीख दायर	तारीख पेशी
14 / NT / 2024	तकसीम	04-12-2024	09-04-2026

कुलदीप कुमार आदि

बनाम

स्वरूप कुमार आदि

“इशतहार”

उपरोक्त वर्णित मुकद्दमा किस्म तकसीम हुकमन अधोहस्ताक्षरी की अदालत में विचाराधीन है जिसमें प्रतिवादीगण सर्वश्री 6. कमलेश पुत्र ज्ञान चन्द पुत्र किरपा राम, 7. कुशल देव पुत्र ज्ञान चन्द पुत्र किरपा राम, 8. कृष्णा देवी विधवा श्री ज्ञान चन्द पुत्र किरपा राम, 9. विजय कुमार पुत्र श्री किरपा राम, 10. विक्रम सिंह पुत्र श्री किरपा राम, 11. राजिन्द्र कुमार पुत्र कांशी राम, 12. रविन्द्र कुमार पुत्र कांशी राम, 13. रणवीर सिंह पुत्र कांशी राम, 14. गुरप्रेम कौर विधवा कांशी राम 15. सोनी कुमार पुत्र सरूप कुमार वासीगण मोहाल सुजानपुर तहसील सुजानपुर जिला हमीरपुर (हि0प्र0) हैं।

उपरोक्त प्रतिवादीगणों की तामील साधारण तरीके से नहीं हो पा रही है इसलिए उन्हें बजरिया इशतहार द्वारा सूचित किया जाता है कि वह मुकद्दमा की पैरवी हेतु दिनांक 09-04-2026 को प्रातः 10.00 बजे असाततन या वकालतन हजा में हाजिर आवें अन्यथा आपके विरुद्ध एकतरफा कार्यवाही अमल में लाई जाएगी।

आज दिनांक 16-03-2026 को मेरे हस्ताक्षर व मोहर अदालत द्वारा जारी हुआ।

मोहर।

हस्ताक्षरित / —
सहायक समाहर्ता द्वितीय श्रेणी,
सुजानपुर, जिला हमीरपुर (हि0प्र0)।

**In the Court of Dr. Vikas Sukla, H.A.S., Marriage Officer-cum-Sub-Divisional Magistrate,
Sujanpur, Distt. Hamirpur (H. P.)**

In the matter of :

1. Vikram Singh aged 21 years s/o Sh. Jog Raj, r/o Village & P.O. Jol Lambri, Tehsil Sujanpur, District Hamirpur (H.P.)

2. Kumkum aged 18 years d/o Sh. Santosh, r/o Village Longni, P.O. Karot, Tehsil Sujanpur, District Hamirpur (H.P.) . . Applicants.

Versus

General Public

. . Respondent.

Subject.—Notice of the Intended Marriage.

Vikram Singh aged 21 years s/o Sh. Jog Raj, r/o Village & P.O. Jol Lambri, Tehsil Sujanpur, District Hamirpur (H.P.) and Kumkum aged 18 years d/o Sh. Santosh, r/o Village Longni, P.O. Karot, Tehsil Sujanpur, District Hamirpur (H.P.) have filed an application in the court of undersigned under section 5 of Special Marriage Act, 1954 in which they stated that they intend to solemnize their marriage within three months of calendar.

Therefore, the general public is hereby informed through this notice that any person who has any objection regarding this marriage can file the objection personally or in writing before this court on or before 27-04-2026. The objections received after 27-04-2026 will not be entertained and marriage will be registered accordingly.

Issued today on 18-03-2026 under my hand and seal of the court.

Seal.

Sd/-
(VIKAS SUKLA, H.A.S.),
Marriage Officer-cum-Sub-Divisional Magistrate,
Sujanpur, District Hamirpur (H.P.).

**In the Court of Dr. Vikas Sukla, H.A.S., Marriage Officer-cum-Sub-Divisional Magistrate,
Sujanpur, Distt. Hamirpur (H. P.)**

In the matter of :

1. Abhinav Dogra aged 26 years s/o Sh. Ajay Dogra, r/o Village Darla, P.O. Bhalet, Tehsil Sujanpur, District Hamirpur (H.P.)

2. Shivali aged 27 years d/o Sh. Ajay Kumar, r/o W/No. 3 Village Liunda Shakoh, (480), District Kangra (H.P.) . . Applicants.

Versus

General Public

. . Respondent.

Application for the registration of marriage under Section 16 of Special Marriage Act, 1954 (Central Act) as amended by Marriage Laws (Amendment Act 01,49 of 2001).

Abhinav Dogra aged 26 years s/o Sh. Ajay Dogra, r/o Village Darla, P.O. Bhalet, Tehsil Sujanpur, District Hamirpur (H.P.) and Shivali aged 27 years d/o Sh. Ajay Kumar, r/o W/No. 3 Village Liunda Shakoh, (480), District Kangra (H.P.) have filed an application alongwith

affidavits/declaration in the court under section 16 of Special Marriage Act, 1954 (Central act) as amended by Marriage Laws (Amendment Act 01,49 of 2001) that they have solemnize their marriage Ceremony on 13-03-2026 at Murali Manohar Mandir Sunjanpur Distt. Hamirpur (H.P.) as per Hindu Rtes and Customs and they are living together as husband and wife since then. Hence their marriage may be registerd under Special Marriage Act, 1954.

Therefore, the general public is hereby informed through this notice that any person who has any objection regarding this marriage can file the objections personally or in writing before this court on or before 16-04-2026. After that no objections will be entertained and marriage will be registered accordingly.

Issued today on 18-03-2026 under my hand and seal of the court.

Seal.

Sd/-
(VIKAS SUKLA, H.A.S.),
Marriage Officer-cum-Sub-Divisional Magistrate,
Sujanpur, District Hamirpur (H.P.).

ब अदालत श्री हरीश कुमार, तहसीलदार एवं सहायक समाहर्ता प्रथम श्रेणी, तहसील मुलथान,
जिला कांगड़ा (हि0प्र0)

मुकद्दमा नं0 : 708636 / 2026

तारीख पेशी : 02-04-2026

उनवान मुकद्दमा.—

अम्बिका देवी पत्नी श्री सुख राम, गांव छैरना, डा0 लोहारडी, तहसील मुलथान, जिला कांगड़ा (हि0प्र0) वादिया।

बनाम

आम जनता

प्रतिवादी।

आवेदन पत्र बाबत जेरधारा 37(1) भू राजस्व अधिनियम, 1954 के अन्तर्गत।

उपरोक्त विषय से सम्बन्धित मुकद्दमा इस अदालत में विचाराधीन है, जिसमें वादिया अम्बिका देवी पत्नी श्री सुख राम, गांव छैरना, डा0 लोहारडी, तहसील मुलथान, जिला कांगड़ा (हि0प्र0) ने प्रार्थना की है कि उसका नाम मुहाल जुधार और तरमेहर, डाकघर लोहारडी, तहसील मुलथान, जिला कांगड़ा (हि0प्र0) के राजस्व अभिलेख में अमरी देवी पुत्री विलू दर्ज किया गया है जोकि गलत है, जबकि वादिया का नाम व उसके पिता का नाम वादिया के अन्य रिकार्ड आधार कार्ड, पेन कार्ड और परिवार रजिस्टर अम्बिका देवी पुत्री विलू दर्ज है जो सही व दुरुस्त नाम है।

अतः इस इश्तहार राजपत्र द्वारा आम जनता को सूचित किया जाता है कि उक्त वादिया का नाम मुहाल के तमाम राजस्व अभिलेख में अमरी देवी पुत्री विलू के स्थान पर अम्बिका देवी पुत्री विलू नाम दर्ज किया जाने के सम्बन्ध में यदि कोई उजर व एतराज हो तो वह दिनांक 02-04-2026 को इस न्यायालय में असातन या वकालतन हाजिर आकर अपना उजर व एतराज पेश कर सकता है। हाजिर न आने की सूरत में निर्धारित तिथि के बाद किसी प्रकार का कोई भी उजर व एतराज स्वीकार न होगा तथा नियमानुसार उक्त वादिया का नाम उपरोक्त मुहाल के तमाम राजस्व अभिलेख में अमरी देवी पुत्री विलू के स्थान पर अम्बिका देवी पुत्री विलू नाम दर्ज करने के आदेश पारित कर दिये जायेंगे।

आज दिनांक 06-03-2026 को हमारे हस्ताक्षर व मोहर अदालत द्वारा जारी किया गया।

मोहर।

हस्ताक्षरित / —
सहायक समाहर्ता प्रथम श्रेणी,
तहसील मुलथान, जिला कांगड़ा (हि0प्र0)।

उप-मण्डल दण्डाधिकारी, कोटली, जिला मण्डी (हि0प्र0)

तारीख पेशी: 17-04-2026

1. श्री ललित कुमार पुत्र जीत लाल, गांव बड़यार, डा० भरगांव, तहसील कोटली, जिला मण्डी (हि0प्र0)।
2. श्रीमती तमना पुत्री सन्तोष कुमार, गांव भचकैडा, डा० टिकरू, तहसील जोगिन्द्र नगर, जिला मण्डी (हि0प्र0) प्रार्थीगण।

बनाम

आम जनता

श्री ललित कुमार पुत्र जीत लाल, गांव बड़यार, डा० भरगांव, तहसील कोटली, जिला मण्डी (हि0प्र0) व श्रीमती तमना पुत्री सन्तोष कुमार, गांव भचकैडा, डा० टिकरू, तहसील जोगिन्द्र नगर, जिला मण्डी (हि0प्र0) ने अपनी शादी जोकि दिनांक 23-08-2024 को हो चुकी है के पंजीकरण हेतु अधोहस्ताक्षरी के समक्ष प्रार्थना पत्र प्रस्तुत किया है। अगर उक्त विवाह के पंजीकरण सम्बन्धी किसी व्यक्ति विशेष या आम जनता को किसी प्रकार का उजर/एतराज हो तो वह दिनांक 17-04-2026 को प्रातः 11.00 बजे हाजिर अदालत होकर अपना उजर/एतराज पेश करें। उजर/एतराज पेश न होने की सूरत में कार्यवाही एकतरफा अमल में लाई जायेगी।

आज दिनांक 17-04-2026 को मेरे हस्ताक्षर व मोहर अदालत द्वारा किया गया।

मोहर

हस्ताक्षरित / —
उप-मण्डल दण्डाधिकारी,
कोटली, जिला मण्डी (हि0प्र0)।

ब अदालत कार्यकारी दण्डाधिकारी, तहसील सन्धोल, जिला मण्डी (हि0प्र0)

केस नं० : 02 / 2026

मुकद्दमा : जन्म पंजीकरण

दायर तिथि : 17-03-2026

श्रीमती सत्या देवी पुत्री श्री जानकी दास, निवासी गांव देवगढ़, डाकघर चौलगढ़, तहसील सन्धोल, जिला मण्डी (हि0प्र0) प्रार्थीया।

बनाम

आम जनता

जेर धारा 13(3) जन्म एवं मृत्यु पंजीकरण अधिनियम, 1969 के अन्तर्गत आवेदन पत्र।

श्रीमती सत्या देवी पुत्री श्री जानकी दास, निवासी गांव देवगढ़, डाकघर चौलगढ़, तहसील सन्धोल, जिला मण्डी (हि0प्र0) का विलम्बित जन्म पंजीकरण मामला अति0 जिला रजिस्ट्रार (जन्म एवं मृत्यु) एवं चिकित्सा स्वास्थ्य अधिकारी मण्डी, जिला मण्डी से उनके कार्यालय के पत्र संख्या: HFW-MND (Delayed Birth & Death) 2026-3639, दिनांक 09-03-2026 द्वारा श्रीमती सत्या देवी पुत्री श्री जानकी दास, निवासी गांव देवगढ़, डाकघर चौलगढ़, तहसील सन्धोल, जिला मण्डी (हि0प्र0) का विलम्बित जन्म पंजीकरण मामला समस्त औपचारिकताओं सहित इस कार्यालय में प्राप्त हुआ है, जिसमें उनके द्वारा श्रीमती सत्या देवी पुत्री श्री जानकी दास, निवासी गांव देवगढ़, डाकघर चौलगढ़, तहसील सन्धोल, जिला मण्डी (हि0प्र0) का जन्म दिनांक 06-01-1951 को होने की पुष्टि करते हुए जेर धारा 13(3) जन्म एवं मृत्यु पंजीकरण अधिनियम, 1969 व हि0प्र0 जन्म एवं मृत्यु पंजीकरण अधिनियम, 1978 के तहत अनुमति प्रदान करते हुए निर्देश दिए हैं कि मामला में उक्त अधिनियम में निहित शर्तों के अनुसार समस्त औपचारिकताओं को पूरा करने के पश्चात् ही सम्बंधित इकाई (ग्राम पंचायत कमलाह) को परिवार रजिस्टर व जन्म एवं मृत्यु पंजीकरण रजिस्टर में नाम एवं जन्म तिथि की प्रविष्टि करने हेतु भेजा जाए।

अतः समस्त जनसाधारण को इस इशतहार द्वारा सूचित किया जाता है कि यदि किसी को उक्त मामला बारे कोई उजर/एतराज हो तो वह असातन या वकालतन दिनांक 17-04-2026 को प्रातः 10.00 बजे उपस्थित न्यायालय होकर अपना पक्ष रख सकता है। अन्यथा गैरहाजिरी की सूरत में कार्यवाही एकपक्षीय अमल में लाई जाएगी। एवं श्रीमती सत्या देवी पुत्री श्री जानकी दास, निवासी गांव देवगढ़, डाकघर चौलगढ़, तहसील सन्धोल, जिला मण्डी (हि0प्र0) का सम्बन्धित इकाई (ग्राम पंचायत कमलाह) को परिवार रजिस्टर व जन्म एवं मृत्यु पंजीकरण रजिस्टर में नाम एवं जन्म तिथि दर्ज करने के आदेश नियमानुसार पारित कर दिए जायेंगे।

हस्ताक्षर मेरे व मोहर अदालत से आज दिनांक 18-3-2026 को जारी हुए।

मोहर।

हस्ताक्षरित/—
कार्यकारी दण्डाधिकारी,
तहसील सन्धोल, जिला मण्डी (हि0प्र0)।

ब अदालत कार्यकारी दण्डाधिकारी, तहसील सन्धोल, जिला मण्डी (हि0प्र0)

केस नं0 : 03/2026

मुकद्दमा : जन्म पंजीकरण

दायर तिथि : 17-03-2026

श्री देश राज मढ़होत्रा पुत्र श्री प्रशोतम राम, निवासी गांव वांह, डाकघर कोठुवां, तहसील सन्धोल, जिला मण्डी (हि0प्र0) प्राथी।

बनाम

आम जनता

जेर धारा 13(3) जन्म एवं मृत्यु पंजीकरण अधिनियम, 1969 के अन्तर्गत आवेदन पत्र।

श्री देश राज मढ़होत्रा पुत्र श्री प्रशोतम राम, निवासी गांव वांह, डाकघर कोठुवां, तहसील सन्धोल, जिला मण्डी (हि0प्र0) का विलम्बित जन्म पंजीकरण मामला अति0 जिला रजिस्ट्रार (जन्म एवं मृत्यु) एवं चिकित्सा स्वास्थ्य अधिकारी मण्डी, जिला मण्डी से उनके कार्यालय के पत्र संख्या: HFW-MND (Delayed Birth & Death) 2026-2344, दिनांक 16-03-2026 द्वारा श्री देश राज मढ़होत्रा पुत्र श्री प्रशोतम राम, निवासी गांव वांह, डाकघर कोठुवां, तहसील सन्धोल, जिला मण्डी (हि0प्र0) का विलम्बित जन्म पंजीकरण मामला समस्त औपचारिकताओं सहित इस कार्यालय में प्राप्त हुआ है, जिसमें उनके द्वारा श्री देश राज मढ़होत्रा पुत्र श्री प्रशोतम राम, निवासी गांव वांह, डाकघर कोठुवां, तहसील सन्धोल, जिला मण्डी (हि0प्र0) का जन्म दिनांक 20-02-1960 को होने की पुष्टि करते हुए जेर धारा 13(3) जन्म एवं मृत्यु पंजीकरण अधिनियम, 1969 व

हि0प्र0 जन्म एवं मृत्यु पंजीकरण अधिनियम, 1978 के तहत अनुमति प्रदान करते हुए निर्देश दिए हैं कि मामला में उक्त अधिनियम में निहित शर्तों के अनुसार समस्त औपचारिकताओं को पूरा करने के पश्चात् ही सम्बंधित इकाई (ग्राम पंचायत कोठुवां) को परिवार रजिस्टर व जन्म एवं मृत्यु पंजीकरण रजिस्टर में नाम एवं जन्म तिथि की प्रविष्टि करने हेतु भेजा जाए।

अतः समस्त जनसाधारण को इस इशतहार द्वारा सूचित किया जाता है कि यदि किसी को उक्त मामला बारे कोई उजर/एतराज हो तो वह असालतन या वकालतन दिनांक 17-04-2026 को प्रातः 10.00 बजे उपस्थित न्यायालय होकर अपना पक्ष रख सकता है। अन्यथा गैरहाजिरी की सूरत में कार्यवाही एकपक्षीय अमल में लाई जाएगी। एवं श्री देश राज मढ़होत्रा पुत्र श्री प्रशोतम राम, निवासी गांव वांह, डाकघर कोठुवां, तहसील सन्धोल, जिला मण्डी (हि0प्र0) का सम्बंधित इकाई (ग्राम पंचायत कोठुवां) को परिवार रजिस्टर व जन्म एवं मृत्यु पंजीकरण रजिस्टर में नाम एवं जन्म तिथि दर्ज करने के आदेश नियमानुसार पारित कर दिए जायेंगे।

हस्ताक्षर मेरे व मोहर अदालत से आज दिनांक 18-3-2026 को जारी हुए।

मोहर।

हस्ताक्षरित/—
कार्यकारी दण्डाधिकारी,
तहसील सन्धोल, जिला मण्डी (हि0प्र0)।

ब अदालत कार्यकारी दण्डाधिकारी, तहसील सन्धोल, जिला मण्डी (हि0प्र0)

केस नं० : 04/2026

मुकद्दमा : जन्म पंजीकरण

दायर तिथि : 17-03-2026

विपला देवी पुत्री श्री अमर सिंह राणा, निवासी गांव भालू, डाकघर व तहसील सन्धोल, जिला मण्डी (हि0प्र0) प्रार्थिया।

बनाम

आम जनता

जेर धारा 13(3) जन्म एवं मृत्यु पंजीकरण अधिनियम, 1969 के अन्तर्गत आवेदन पत्र।

विपला देवी पुत्री श्री अमर सिंह राणा, निवासी गांव भालू, डाकघर व तहसील सन्धोल, जिला मण्डी (हि0प्र0) का विलम्बित जन्म पंजीकरण मामला अति० जिला रजिस्ट्रार (जन्म एवं मृत्यु) एवं चिकित्सा स्वास्थ्य अधिकारी मण्डी, जिला मण्डी से उनके कार्यालय के पत्र संख्या: HFW-MND (Delayed Birth & Death) 2026-2258, दिनांक 09-03-2026 द्वारा विपला देवी पुत्री श्री अमर सिंह राणा, निवासी गांव भालू, डाकघर व तहसील सन्धोल, जिला मण्डी (हि0प्र0) का विलम्बित जन्म पंजीकरण मामला समस्त औपचारिकताओं सहित इस कार्यालय में प्राप्त हुआ है, जिसमें उनके द्वारा विपला देवी पुत्री श्री अमर सिंह राणा, निवासी गांव भालू, डाकघर व तहसील सन्धोल, जिला मण्डी (हि0प्र0) का जन्म दिनांक 24-01-1966 को होने की पुष्टि करते हुए जेर धारा 13(3) जन्म एवं मृत्यु पंजीकरण अधिनियम, 1969 व हि0प्र0 जन्म एवं मृत्यु पंजीकरण अधिनियम, 1978 के तहत अनुमति प्रदान करते हुए निर्देश दिए हैं कि मामला में उक्त अधिनियम में निहित शर्तों के अनुसार समस्त औपचारिकताओं को पूरा करने के पश्चात् ही सम्बंधित इकाई (ग्राम पंचायत सन्धोल) को परिवार रजिस्टर व जन्म एवं मृत्यु पंजीकरण रजिस्टर में नाम एवं जन्म तिथि की प्रविष्टि करने हेतु भेजा जाए।

अतः समस्त जनसाधारण को इस इशतहार द्वारा सूचित किया जाता है कि यदि किसी को उक्त मामला बारे कोई उजर/एतराज हो तो वह असालतन या वकालतन दिनांक 17-04-2026 को प्रातः 10.00 बजे उपस्थित न्यायालय होकर अपना पक्ष रख सकता है। अन्यथा गैरहाजिरी की सूरत में कार्यवाही एकपक्षीय अमल में लाई जाएगी। एवं विपला देवी पुत्री श्री अमर सिंह राणा, निवासी गांव भालू, डाकघर व तहसील

सन्धोल, जिला मण्डी (हि0प्र0) का सम्बन्धित इकाई (ग्राम पंचायत सन्धोल) को परिवार रजिस्टर व जन्म एवं मृत्यु पंजीकरण रजिस्टर में नाम एवं जन्म तिथि दर्ज करने के आदेश नियमानुसार पारित कर दिए जायेंगे।

हस्ताक्षर मेरे व मोहर अदालत से आज दिनांक 18-3-2026 को जारी हुए।

मोहर।

हस्ताक्षरित / —
कार्यकारी दण्डाधिकारी,
तहसील सन्धोल, जिला मण्डी (हि0प्र0)।

CHANGE OF NAME

I, Meena Devi (Aadhar No. 6692 9127 6419) d/o Sh. Roshan Lal & w/o Sh. Vimal Dangi, r/o Village Palsed, P.O. Lehri, Tehsil Shri Naina Devi Ji, Distt. Bilaspur (H.P.) declare that my name is erroneously mentioned as Veena Devi in my Aadhar Card. My actual name is Meena Devi. All concerned may please note.

MEENA DEVI
d/o Sh. Roshan Lal & w/o Sh. Vimal Dangi,
r/o Village Palsed, P.O. Lehri,
Tehsil Shri Naina Devi Ji, Distt. Bilaspur (H.P.).

CHANGE OF NAME

I, Karan Bhardwaj s/o Sh. Rajender Bhardwaj, r/o Nala (399), Shimla (H.P.)-171 209 declare that I have changed the name of my minor daughter from Sharda Bhardwaj (Old Name) to Shraddha Bhardwaj (New Name) for all future purposes.

KARAN BHARDWAJ
s/o Sh. Rajender Bhardwaj,
r/o Nala (399), Shimla (H.P.)-171 209.

CHANGE OF NAME

I, Saryu Mahajan w/o Sh. Anil Saini, r/o Village Tanda Kholi, P.O. Kholi, Tehsil Kangra, Distt. Kangra (H.P.) declare that my name is wrongly entered in my Aadhar Card as Saryu Saini. Now I want to change my name from Saryu Saini to Saryu Mahajan. Concerned please note.

SARYU MAHAJAN
w/o Sh. Anil Saini,
r/o Village Tanda Kholi, P.O. Kholi,
Tehsil Kangra, Distt. Kangra (H.P.).

CHANGE OF NAME

I, Suritika d/o Sh. Rajinder Kumar, r/o Village & P.O. Chhanni, Tehsil Indora, Distt. Kangra (H.P.) declare that I have changed my name from Sharitika to Suritika. All concerned please note.

SURITIKA
*d/o Sh. Rajinder Kumar,
r/o Village & P.O. Chhanni,
Tehsil Indora, Distt. Kangra (H.P.).*

CHANGE OF NAME

I, Kala Devi w/o Late Sh. Govind Ram, Village Kashiani, P.O. & Tehsil Tikkar, Distt. Shimla (H.P.)-171 203 declare that I have changed my name from Kalapati (Old Name) to Kala Devi (New Name). All concerned please may note.

KALA DEVI
*w/o Late Sh. Govind Ram,
Village Kashiani, P.O. & Tehsil Tikkar,
Distt. Shimla (H.P.)-171 203.*

CHANGE OF NAME

I, Nag Ram s/o Sh. Sadh Ram, r/o Village Dan, P.O. Baggi, Tehsil Balh, Distt. Mandi (H.P.)-175 027 declare that I have changed my name from Nagender Pal to Nag Ram in my Aadhar Card No. 3022 6961 6738. All concerned please note.

NAG RAM
*s/o Sh. Sadh Ram,
r/o Village Dan, P.O. Baggi,
Tehsil Balh, Distt. Mandi (H.P.)-175 027.*

CHANGE OF NAME

I, Sanjal Katoch s/o Sh. Madan Singh, r/o Village Brangal, P.O. Bhalei, Tehsil Salooni, Distt. Chamba (H.P.) declare that I want to change my name from Sanjal Katoch to Sajal Katoch in my Aadhar Card No. 5092 3505 7592. All concerned please note.

SANJAL KATOCH
*s/o Sh. Madan Singh,
r/o Village Brangal, P.O. Bhalei,
Tehsil Salooni, Distt. Chamba (H.P.).*

CHANGE OF NAME

I, Pinku aged about 38 years s/o Sh. Kalam Singh, r/o Village Thana, P.O. & Tehsil Tikkar, Distt. Shimla (H.P.)-171 203 declare that I have changed my minor daughter's name from Paluv (Old Name) to Pallavi (New Name). All concerned please may note.

PINKU
s/o Sh. Kalam Singh,
r/o Village Thana, P.O. & Tehsil Tikkar,
Distt. Shimla (H.P.)-171 203.

CHANGE OF NAME

I, Kirna Devi d/o Sh. Brij Lal at present w/o Sh. Daler Singh, r/o Village Bheri, P.O. Sajao Piplu, Tehsil Dharampur, District Mandi (H.P.) declare that I have changed my name from Kiran Kumari to Kirna Devi. I shall be known as Kirna Devi for all purposes in future. All concerned please note.

KIRNA DEVI
d/o Sh. Brij Lal at present w/o Sh. Daler Singh,
r/o Village Bheri, P.O. Sajao Piplu,
Tehsil Dharampur, District Mandi (H.P.).

CORRECTION OF NAME

I, Madina w/o Sh. Saddam Hussain, r/o Village Rah, P.O. Kalhel, Tehsil Churah and District Chamba (H.P.) declare that in my Aadhar Card Bearing No. 9546 7290 7985, my name is wrongly entered as Madino. Whereas, my correct name is Madina. I shall be known as Madina for all purposes in future. All concerned please note.

MADINA
w/o Sh. Saddam Hussain,
r/o Village Rah, P.O. Kalhel,
Tehsil Churah and District Chamba (H.P.).

CORRECTION OF NAME

I, Meemo w/o Sh. Amro, r/o Village Dhand, P.O. Kalhel, Tehsil Churah and District Chamba (H.P.) declare that in my Aadhar Card Bearing No. 3032 4439 6955, my name is wrongly entered as Memo. Whereas, my correct name is Meemo. I shall be known as Meemo for all purposes in future. All concerned please note.

MEEMO
w/o Sh. Amro,
r/o Village Dhand, P.O. Kalhel,
Tehsil Churah and District Chamba (H.P.).

CHANGE OF NAME

I, Mohan Lal aged about 38 years s/o Sh. Tulsi Ram, r/o Village Anderoti, P.O. Kul, Tehsil Rohru, District Shimla (H.P.) declare that I have changed my son's name from Nain Tamak (Old Name) to Nayan Singh Tamak (New Name). All concerned please may note.

MOHAN LAL
s/o Sh. Tulsi Ram,
r/o Village Anderoti, P.O. Kul,
Tehsil Rohru, District Shimla (H.P.).

CORRECTION OF NAME

I, Arun Kumar s/o Sh. Man Singh, r/o Village Rohi, P.O. Jaman Ki Ser, Tehsil Pachhad, District Sirmaur (H.P.) declare that my daughter's correct name is Aarunya Thakur, whereas, it has been wrongly recorded as Thakur Arunya Santoshi Rohiwala in the Aadhar Card. This may please be corrected to Aarunya Thakur. Concerned authorities please note.

ARUN KUMAR
s/o Sh. Man Singh,
r/o Village Rohi, P.O. Jaman Ki Ser,
Tehsil Pachhad, District Sirmaur (H.P.).

CHANGE OF NAME

I, Surender Mohan s/o Sh. Krishan Chand aged about 47 years, r/o Bharech (17), Shimla, Kotkhai, Shimla (H.P.)-171 202 declare that I have changed my minor daughter's name from "Baby of Nisha (Old Name)" to Nyasa Sharma (New Name). All concerned please note.

SURENDER MOHAN
s/o Sh. Krishan Chand,
r/o Bharech (17), Shimla,
Kotkhai, Shimla (H.P.)-171 202.

CHANGE OF NAME

I, Dolat Ram (UIN-8919 2961 3610) s/o Sh. Tuliya, r/o V.P.O. Koti Dharam, Tehsil Dadahu, District Sirmaur (H.P.) declare that I have changed my son's name from Sanjy (Old Name) to Sanjay Kumar (New Name). All concerned please may note & correct the same.

DOLAT RAM
s/o Sh. Tuliya,
r/o V.P.O. Koti Dharam, Tehsil Dadahu,
District Sirmaur (H.P.).

CORRECTION OF NAME

I, Rati Ram s/o Sh. Nakhru, r/o Village Khala Kyar, P.O. Jamu Koti, Tehsil Dadahu, District Sirmaur (H.P.) PIN-173 022 declare that my correct name is Rati Ram. Which has been incorrectly recorded as Ratanu or Ratan Singh in certain records.

RATI RAM
s/o Sh. Nakhru,
r/o Village Khala Kyar, P.O. Jamu Koti,
Tehsil Dadahu, District Sirmaur (H.P.) PIN-173 022.

CHANGE OF NAME

I, Vijay Thakur s/o Sh. Hari Chand Thakur, r/o Barnes Court, Chotta Shimla, Tehsil & District Shimla (H.P.)-171 002 declare that I have changed my daughter's name from Akarti Thakur to Aakriti Thakur. All concerned please may note.

VIJAY THAKUR
s/o Sh. Hari Chand Thakur,
r/o Barnes Court, Chotta Shimla,
Tehsil & District Shimla (H.P.)-171 002.

CHANGE OF NAME

I, Kishan Kumar s/o Sh. Purna Nand, r/o Village Seong, P.O. Durgapur, Tehsil Sunni, District Shimla (H.P.)-171 007 declare that I have changed my son's name from Rudra Thakur to Rudransh Thakur. All concerned please may note.

KISHAN KUMAR
s/o Sh. Purna Nand,
r/o Village Seong, P.O. Durgapur,
Tehsil Sunni, District Shimla (H.P.)-171 007.

CHANGE OF NAME

I, Meera Devi aged about 35 years w/o Sh. Narayan Singh, r/o Village Narainty, P.O. Ghoond, Tehsil Theog, District Shimla (H.P.) Pin-171 220 declare that I have changed my minor son's name from Sangharsh Mehta (Old Name) to Miransh Mehta (New Name). All concerned please may note.

MEERA DEVI
w/o Sh. Narayan Singh,
r/o Village Narainty, P.O. Ghoond,
Tehsil Theog, District Shimla (H.P.) Pin-171 220.

CHANGE OF NAME

I, Nehar Singh s/o Sh. Kedar Singh, r/o Village Kewli, P.O. Khadralla, Tehsil Rohru, District Shimla (H.P.) declare that name of my son Sam Sangrail is wrongly mentioned as "Baby Two of Reeta" in his Aadhar Card No. 9246 9990 9991. Therefore it should be changed to Sam Sangrail in Aadhar Card. All concerned please may note.

NEHAR SINGH
s/o Sh. Kedar Singh,
r/o Village Kewli, P.O. Khadralla,
Tehsil Rohru, District Shimla (H.P.).

CHANGE OF NAME

I, Sandeep Kumar s/o Sh. Balwant Singh, r/o H. No. 37, Village Malgaon, Tehsil Nahan, District Sirmaur (H.P.) declare that I have changed the name of my minor son from "Baby of Neeru" to Harsh Chauhan which need to be corrected in his Aadhar Card No. 8370 7231 7967.

SANDEEP KUMAR
s/o Sh. Balwant Singh,
r/o H. No. 37, Village Malgaon,
Tehsil Nahan, District Sirmaur (H.P.).

CHANGE OF NAME

I, Santosh Kumari w/o Mr. Rakesh Kumar, r/o Village Shamed, P.O. Mahog, Tehsil Karsog, District Mandi (H.P.) declare that I have changed my son's name from Hevnish to Habnish Thakur. All concerned please note.

SANTOSH KUMARI
w/o Mr. Rakesh Kumar,
r/o Village Shamed, P.O. Mahog,
Tehsil Karsog, District Mandi (H.P.).

CHANGE OF NAME

I, Bir Singh s/o Mr. Batour Singh, r/o Village Bhiuri, P.O. Mahog, Tehsil Karsog, District Mandi (H.P.) declare that I have changed my son's name from "Baby of Prabha" to Aahan Thakur. All concerned please may note.

BIR SINGH
s/o Mr. Batour Singh,
r/o Village Bhiuri, P.O. Mahog,
Tehsil Karsog, District Mandi (H.P.).

CORRECTION OF NAME

I, Hem Raj s/o Late Sh. Jalam Ram, r/o Village Mahal Sojha, P.O. Baehli, Tehsil Nihri, District Mandi (H.P.) declare that my daughter's name is recorded as Gayania Thakur in her school record, which is incorrect, whereas her correct name is Gamini Thakur. All concerned please may note.

HEM RAJ
*s/o Late Sh. Jalam Ram,
r/o Village Mahal Sojha, P.O. Baehli,
Tehsil Nihri, District Mandi (H.P.).*

CHANGE OF NAME

I, Barpha Devi w/o Sh. Kaka Ram, r/o Village Bhour, P.O. Kanaid, Tehsil Sundernagar, District Mandi (H.P.)-175 019 declare that I want to change my name from Varpha Devi to Barpha Devi in Aadhar Card No. 8972 8442 7230. All concerned please note.

BARPHA DEVI
*w/o Sh. Kaka Ram,
r/o Village Bhour, P.O. Kanaid, Tehsil Sundernagar,
District Mandi (H.P.)-175 019.*

CHANGE OF NAME

I, Mahant Singh s/o Sh. Kaka Ram, r/o Village Bhenu Kandal, P.O. Parara, Tehsil Dadahu, District Sirmaur (H.P.) declare that I have changed my son's name from Baby to Kartik Panwar (New Name) due to variation of his name in his Aadhar Card No. 4070 0220 7287. All concerned please note.

MAHANT SINGH
*s/o Sh. Kaka Ram,
r/o Village Bhenu Kandal, P.O. Parara,
Tehsil Dadahu, District Sirmaur (H.P.).*

CHANGE OF NAME

I, Mahant Singh s/o Sh. Kaka Ram, r/o Village Bhenu Kandal, P.O. Parara, Tehsil Dadahu, District Sirmaur (H.P.) declare that I have changed my daughter's name from Baby to Kanika Panwar (New Name) due to variation of her name in her Aadhar Card No. 2228 6185 6637. All concerned please note.

MAHANT SINGH
s/o Sh. Kaka Ram,
r/o Village Bhenu Kandal, P.O. Parara,
Tehsil Dadahu, District Sirmaur (H.P.).
